



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

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

**VOLUME 1 OF 3  
BID BOOKLET**

**LAW**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWPLZ010K**

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA**

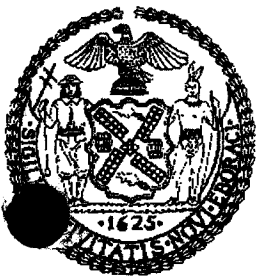
**FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

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

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*URS CORPORATION*

**FEBRUARY 26, 2015**



**5-142**

## Bid Tab

**Description** RECONSTRUCTION OF FOWLER SQUARE PLAZA -  
BOROUGH OF BROOKLYN

<b>Bid Date</b>	6/23/2015	<b>FMS ID</b>	HWPLZ010K
<b>Estimated Cost</b>	\$2,258,812.00	<b>Client Agency</b>	DOT
<b>Bid Security</b>	Not less than 2% of Total Bid Price	<b>PLA</b>	No
<b>Time Allowed</b>	365 CCD	<b>Contract Manager</b>	Giovanni Matos
<b>Addendum</b>	3	<b>Project Manager</b>	Patel, Ashishkumar
<b>PIN</b>	8502015HW0008C	<b>E-PIN</b>	85015B0082
<b>Selective Bidding</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Consultant</b>	URS Corporation

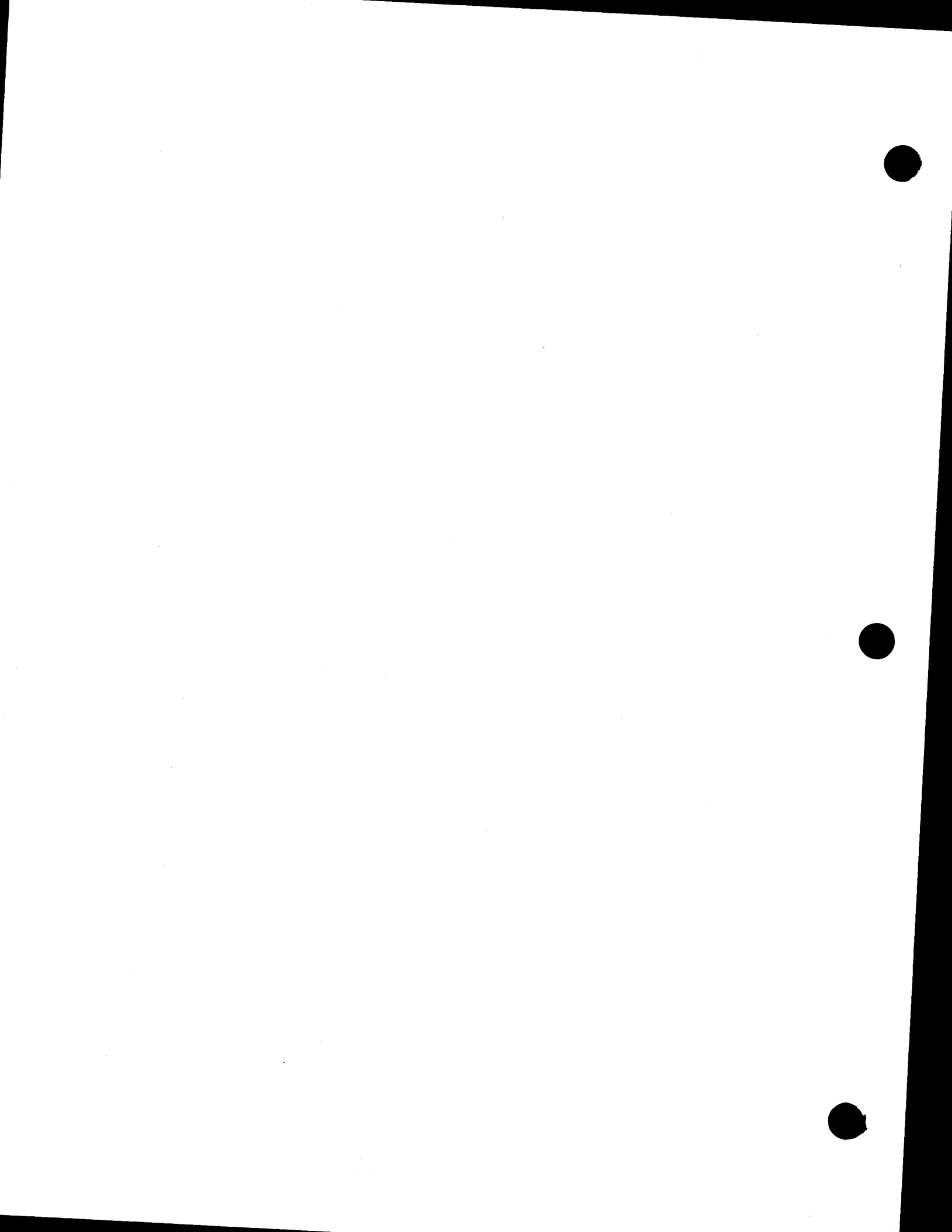
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Bid Rank	Vendor	Bid Amount	Security Type
1	VERDUGOS GENERAL CONTRACTORS CORP.	\$2,673,134.00	Bond
2	J. PIZZIRUSSO LANDSCAPING CORP.	\$2,949,347.69	Bond
3	PERFETTO CONTRACTING CO. INC.	\$3,185,000.00	Bond
4	JR CRUZ CORP.	\$3,267,348.86	Bond
5	NORTHE GROUP INC.	\$3,574,000.00	Bond
6	GAZEBO CONTRACTING INC	\$4,386,780.55	Bond
7	PADILLA CONSTRUCTION SERVICES, INC	\$7,631,939.00	Bond

Recorder: Brenda Barreiro ext. 1041

Approver: *Louaino Holley*

Bid Tab  
Pin: 8502015HW0008C





**Department of  
Design and  
Construction**

DR. FENIOSKY A. PEÑA-MORA  
Commissioner

JOHN GODDARD  
Agency Chief  
Contracting Officer

December 09, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUEST  
VERDUGOS GENERAL CONTRACTORS CORP.  
85-01 79TH STREET  
WOODHAVEN, NY 11421

RE: FMS ID: HWPLZ010K  
E-PIN: 85015B0082001  
DDC PIN: 8502015HW0008C  
RECONSTRUCTION OF FOWLER  
SQUARE PLAZA - BOROUGH OF  
BROOKLYN  
**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$2,673,134.00 submitted at the bid opening on June 23, 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, 1<sup>st</sup> Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

**NYC**  
**DDC** Department of  
Design and  
Construction

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,

  
John Goddard




**Department of  
Design and  
Construction**

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,

  
John Goddard

#1  
BID FORM  
THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE

BID FOR FURNISHING ALL LABOR AND  
MATERIAL NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ010K

RECONSTRUCTION OF  
FOWLER SQUARE PLAZA

FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE

LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
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SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

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

Name of Bidder: VERDUGOS GENERAL CONTRACTORS CORP.

Date of Bid Opening: 6/23/15

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

Place of Business of Bidder: 85-01, 79 STREET, WOODHAVEN, NY 11421

Bidder's Telephone Number: 718-235-9727 Fax Number: 718-235-9728

Bidder's E-Mail Address: verdugoscontractors@yahoo.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: MARCO VERDUGO  
85-01, 79 ST, WOODHAVEN, NY 11421

Name and Home Address of Secretary: MARCO VERDUGO  
85-01, 79 ST, WOODHAVEN, NY 11421

Name and Home Address of Treasurer: MARCO VERDUGO  
85-01, 79 ST, WOODHAVEN, NY 11421

**BID FORM**  
VERDUOS GENERAL CONTRACTORS CORP.

The above-named Bidder affirms and declares:

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

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



6. Compliance Report

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated, April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

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

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

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

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. HWPLZ010K**

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

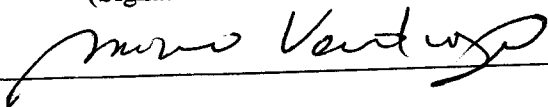
**TOTAL BID PRICE:  
( a/k/a BID PROPOSAL)**

\$ 2,673,134.00  
BB 6/23/15

**BIDDER'S SIGNATURE AND AFFIDAVIT**

Bidder: VERDUGOS GENERAL CONTRACTORS CORP.

By:   
(Signature of Partner or corporate officer)

  
Secretary of Corporate Bidder

Attest:  
(Corporate Seal)

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

Commission Expires 06/15/2014  
Created in Kings County  
No. 0190802584  
Notary Public, State of New York  
ROSARIO EDDY LUIS

**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

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

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:

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 KINGS ss:

I am the PRESIDENT MARCO VERDUGO of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 85-01, 79 ST, WOODHAVEN, NY 11421. I have knowledge of the several matters therein stated, and they are in all respects true.

*Marco Verdugo*  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this 22 day of June, 2015

*Rosario Eddy Luis*  
Notary Public

**ROSARIO EDDY LUIS**  
Notary Public, State of New York  
No. 01RO6075581  
Qualified in Kings County  
Commission Expires 06/10/2018

AFFIRMATION

PROJECT ID. HWPLZ010K

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: VERDUGOS GENERAL CONTRACTORS CORP  
Address: 85-01, 79 STREET  
City WOODHAVEN State NY Zip Code 11421

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

-----

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

-----

C - Corporation  
EMPLOYER IDENTIFICATION NUMBER

11-3435212

By: Mario Verdugo  
Signature

Title: PRESIDENT

If a corporation, place seal here

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

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

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02/25/2015  
10:37AM  
Ver 5.00.01



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

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

BID SCHEDULE

- NOTE:
- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
  - (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
  - (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
  - (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
  - (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 51







02/25/2015  
10:37AM  
BID PAGES

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

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.02 AG (001)	382.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ 80	00	\$ 30,560	00
4.02 CB (002)	70.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ 180	00	\$ 12,600	00
4.04 BC (003)	20.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 7" THICK, CLASS B-32	\$ 550	00	\$ 11,000	00
4.04 BP (004)	100.0 C.Y.	CONCRETE BASE FOR PAVERS, 4" TO 7" THICK, CLASS B-32	\$ 550	00	\$ 55,000	00



02/25/2015  
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BID PAGES

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
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			DOLLARS	CTS	DOLLARS	CTS
4.04 H (005)	281.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 600	00	\$ 168,600	00
4.06 (006)	19.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$ 800	00	\$ 15,200	00
4.07 NYHA (007)	340.0 L.F.	NEW NY HISTORICAL GRANITE CURB, STRAIGHT	\$ 128	00	\$ 43,520	00
4.07 NYHC (008)	50.0 L.F.	NEW NY HISTORICAL GRANITE CURB, CORNER	\$ 160	00	\$ 8,000	00



02/25/2015  
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BID PAGES

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

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.09 AEC (009)	120.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (24" DEEP)	\$ 120	00	\$ 14,400	00
4.09 CEC (010)	90.0 L.F.	CORNER STEEL FACED CONCRETE CURB (24" DEEP)	\$ 145	00	\$ 13,050	00
4.11 AS (011)	100.0 C.Y.	EARTH EXCAVATION FOR STRUCTURES	\$ 200	00	\$ 20,000	00
4.11 CA (012)	1,170.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 60	00	\$ 70,200	00



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

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BID PAGES

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.13 AAS (013)	4,540.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 16	00	\$ 72,640	00
4.13 ABS (014)	100.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED)	\$ 30	00	\$ 3,000	00
4.13 BBS (015)	290.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED)	\$ 40	00	\$ 11,600	00
4.13 BBX (016)	230.0 S.F.	7" CONCRETE SIDEWALK WITH SPECIAL SCORING (PIGMENTED)	\$ 50	00	\$ 11,500	00



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BID PAGES

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			DOLLARS	CTS	DOLLARS	CTS
4.13 DE (017)	100.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	45	00	\$ 4,500	00
4.14 (018)	190.0 LBS.	STEEL REINFORCEMENT BARS	8	00	\$ 1,520	00
4.14 E (019)	2,850.0 LBS.	EPOXY COATED STEEL REINFORCEMENT BARS	10	00	\$ 28,500	00
4.15 SS (020)	422.0 C.Y.	STRUCTURAL SOIL FOUNDATION MATERIAL	80	00	\$ 33,760	00



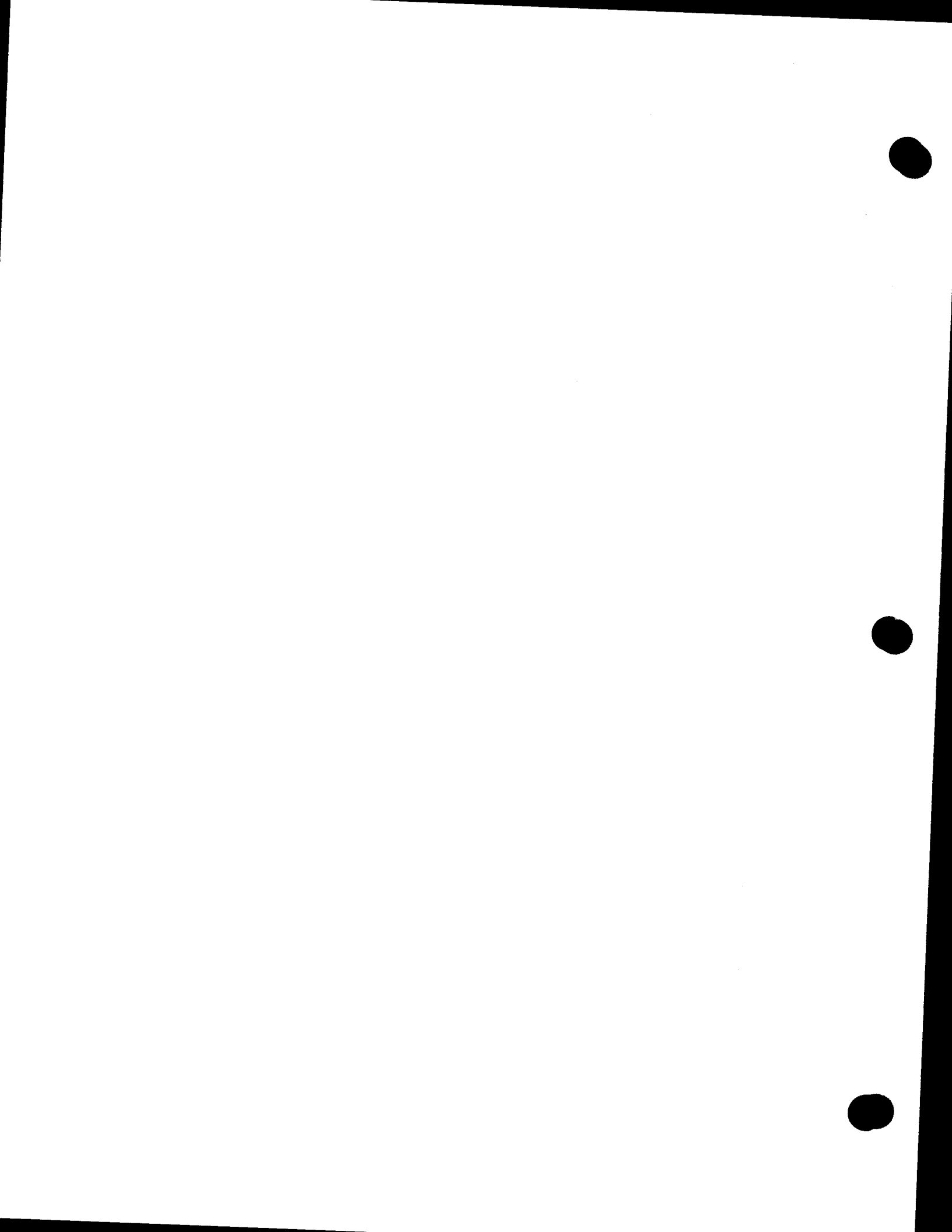


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			DOLLARS	CTS	DOLLARS	CTS
4.16 AA (021)	6.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$ 1,500	00	\$ 9,000	00
4.16 AC (022)	1.0 EACH	TREES REMOVED (18" TO UNDER 24" CALIPER)	\$ 2,000	00	\$ 2,000	00
4.16 DA (023)	10.0 EACH	TREES PLANTED, 3-1/2" TO 4" CALIPER, ALL TYPES	\$ 1,000	00	\$ 10,000	00
4.16 STUMP (024)	1.0 UNITS	STUMP REMOVAL	\$ 1,500	00	\$ 1,500	00







02/25/2015  
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BID PAGES

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Contract PIN 8502015HW0008C  
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.16 VMX (025)	80.0 EACH	GROUND COVER PLANTED, VINCA MINOR - 4" POT	35	00	\$ 2,800	00
4.17 FB (026)	369.0 EACH	FLOWERING BULB, PLANTED, ALL TYPES	38	00	\$ 14,022	00
4.17 OG3G (027)	45.0 EACH	ORNAMENTAL GRASS PLANTED, 3 GALLON	45	00	\$ 2,025	00
4.17 PG1G (028)	154.0 EACH	PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	48	00	\$ 7,392	00

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			DOLLARS	CTS	DOLLARS	CTS
4.18 RB (029)	263.0 S.Y.	ROOT BARRIER FABRIC	20	00	\$ 5,260	00
4.18 RP (030)	2.0 EACH	ROOT PRUNING	900	00	\$ 1,800	00
4.21 (031)	100.0 P/HR	TREE CONSULTANT	80	00	\$ 8,000	00
4.23 TAD (032)	7.0 EACH	TREE PIT AERATION DRAIN	800	00	\$ 5,600	00





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			DOLLARS	CTS	DOLLARS	CTS
50.41M6C12 (033)	60.0 L.F.	12" D.I.P. CLASS 56 STORM SEWER, ON CONCRETE CRADLE	180	00	10,800	00
51.21SOA1000V (034)	2.0 EACH	STANDARD MANHOLE TYPE A-1	6,000	00	12,000	00
51.41S001 (035)	6.0 EACH	STANDARD CATCH BASIN, TYPE 1	6,000	00	36,000	00
51.42S1S0 (036)	5.0 EACH	INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	900	00	4,500	00



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			DOLLARS	CTS	DOLLARS	CTS
52.11D12 (037)	160.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 120	00	\$ 19,200	00
55.11AB (038)	5.0 EACH	ABANDONING BASINS AND INLETS	\$ 950	00	\$ 4,750	00
6.02 AAN (039)	421.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 180	00	\$ 75,780	00
6.02 PA (040)	7.0 C.Y.	PNEUMATIC EXCAVATION AROUND TREES	\$ 500	00	\$ 3,500	00



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			DOLLARS	CTS	DOLLARS	CTS
6.02 PB (041)	7.0 C.Y.	BACKFILLING AROUND TREES	400	00	2,800	00
6.02 XHEC (042)	90.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	250	00	22,500	00
6.02 XSCW (043)	40.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	200	00	8,000	00
6.06 AB (044)	33.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	200	00	6,600	00



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			DOLLARS	CTS	DOLLARS	CTS
6.06 ADA (045)	770.0 S.Y.	FURNISHING AND INSTALLING ADA COMPLIANT GRANITE BLOCK SIDEWALK	280	00	215,600	00
6.20 (046)	3.0 C.Y.	BROKEN STONE BALLAST	500	00	1,500	00
6.23 XBE (047)	20.0 I.F.	Unit price bid shall not be less than: \$ 24.00  FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)	70	00	1,400	00
6.25 RS (048)	1,460.0 S.F.	TEMPORARY SIGNS	7	00	10,220	00





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			DOLLARS	CTS	DOLLARS	CTS
6.26 (049)	460.0 L.F.	TIMBER CURB	\$ 30	00	\$ 13,800	00
6.28 AA (050)	720.0 L.F.	LIGHTED TIMBER BARRICADES	\$ 35	00	\$ 25,200	00
6.34 AB (051)	460.0 L.F.	CHAIN LINK FENCE, 4'-0" HIGH	\$ 45	00	\$ 20,700	00
6.40 B (052)	18.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ 475	00	\$ 8,550	00



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			DOLLARS	CTS	DOLLARS	CTS
6.43 (053)	410.0 SETS	PHOTOGRAPHS	15	00	6,150	00
6.44 (054)	10,300.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	4	00	41,200	00
6.49 (055)	400.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	7	00	2,800	00
6.50 (056)	5.0 EACH	CLEANING OF DRAINAGE STRUCTURES	1,200	00	6,000	00



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			DOLLARS	CTS	DOLLARS	CTS
6.52 CG (057)	2,000.0 P/HR	CROSSING GUARD	18	00	36,000	00
6.53 (058)	6,600.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	2	00	13,200	00
6.55 (059)	532.0 L.F.	SAWCUTTING EXISTING PAVEMENT	45	00	23,940	00
6.67 (060)	70.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	80	00	5,600	00



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			DOLLARS	CTS	DOLLARS	CTS
6.68 (061)	40.0 S.Y.	PLASTIC FILTER FABRIC	\$ 50	00	\$ 2,000	00
6.77 PSR-L44G (062)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR LITTER, 44 GALLON	\$ 1,600	00	\$ 3,200	00
6.77 PSR-MGPC44G (063)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR METAL, GLASS, PLASTIC & CARTONS, 44 GALLON	\$ 1,600	00	\$ 3,200	00
6.77 PSR-MP44G (064)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR MIXED PAPER, 44 GALLON	\$ 1,600	00	\$ 3,200	00



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			DOLLARS	CTS	DOLLARS	CTS
6.82 A (065)	20.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ 65	00	\$ 1,300	00
6.82 B (066)	20.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ 70	00	\$ 1,400	00
6.83 AA (067)	10.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ 100	00	\$ 1,000	00
6.83 AB (068)	20.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ 200	00	\$ 4,000	00



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			DOLLARS	CTS	DOLLARS	CTS
6.83 BA (069)	10.0 S.F.	INSTALLING TRAFFIC SIGNS	150	00	1,500	00
6.83 BB (070)	20.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	200	00	4,000	00
6.84 B (071)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 5,000.00		5,000.00		5,000.00
6.87 (072)	800.0 EACH	PLASTIC BARRELS	30	00	24,000	00



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			DOLLARS	CTS	DOLLARS	CTS
6.91 (073)	12.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ 100	00	\$ 1,200	00
6.99 (074)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ 5,000	00	\$ 5,000	00
60.11R608 (075)	40.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 35	00	\$ 1,400	00
60.11R612 (076)	826.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 45	00	\$ 37,170	00



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			DOLLARS	CTS	DOLLARS	CTS
60.12D08 (077)	50.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	75	00	3,750	00
60.12D12 (078)	884.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	90	00	79,560	00
60.13M0A24 (079)	1.5 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	3,000	00	4,500	00
61.11DM12. (080)	4.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2,000	00	8,000	00



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			DOLLARS	CTS	DOLLARS	CTS
61.12DMW12 (081)	4.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	450	00	1,800	00
62.11SD (082)	4.0 EACH	FURNISHING AND DELIVERING HYDRANTS	2,000	00	8,000	00
62.12SG (083)	4.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2,600	00	10,400	00
62.13RH (084)	4.0 EACH	REMOVING HYDRANTS	750	00	3,000	00



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			DOLLARS	CTS	DOLLARS	CTS
62.14FS (085)	8.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	400	00	3,200	00
63.11VC (086)	3.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	2,200	00	6,600	00
64.11EL (087)	12.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	500	00	6,000	00
64.12COLT (088)	10.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	550	00	5,500	00

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			DOLLARS	CTS	DOLLARS	CTS
64.12ESLT (089)	30.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	100	00	3,000	00
64.13WC12 (090)	3.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	100	00	300	00
65.11BR (091)	50.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	80	00	4,000	00
65.21PS (092)	1,007.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE  Unit price bid shall not be less than: \$ 0.50	5	00	5,035	00



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			DOLLARS	CTS	DOLLARS	CTS
65.31FF (093)	148.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC  Unit price bid shall not be less than: \$ 0.20	\$ 10	00	\$ 1,480	00
65.71SG (094)	1.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 1,000	00	\$ 1,000	00
7.13 B (095)	12.0 MONTH	MAINTENANCE OF SITE  Unit price bid shall not be less than: \$ 7,500.00	\$ 7,500	00	\$ 90,000	00
7.30 A (096)	420.0 C.Y.	REMOVAL OF TRACK	\$ 150	00	\$ 63,000	00





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			DOLLARS	CTS	DOLLARS	CTS
7.31 A (097)	1,020.0 C.Y.	DEMOLITION OF ROADWAY VAULTS	\$ 120	00	\$ 122,400	00
7.36 (098)	2,940.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 8	00	\$ 23,520	00
7.50 (099)	1.0 EACH	GRANITE BENCHES	\$ 80,000	00	\$ 80,000	00
7.50 CBB (100)	6.0 EACH	CITY BENCH BACKLESS	\$ 4,000	00	\$ 24,000	00





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			DOLLARS	CTS	DOLLARS	CTS
7.53 KBC (101)	75.0 EACH	CHAIR	\$ 300	00	\$ 22,500	00
7.53 KBT (102)	25.0 EACH	TABLE	\$ 950	00	\$ 23,750	00
7.53 KBU (103)	5.0 EACH	UMBRELLA	\$ 800	00	\$ 4,000	00
7.88 AA (104)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING	\$ 1,000	00	\$ 1,000	00
		Unit price bid shall not be less than: \$ 1,000.00				



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			DOLLARS	CTS	
7.88 AB (105)	30.0 EACH	RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 60.00	\$ 60	00	\$ 1,800 00
7.88 AC (106)	30.0 EACH	BAITING OF RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 9.50	\$ 10	00	\$ 300 00
7.88 AD (107)	6.0 BLOCK	WATERBUG BAIT APPLICATIONS  Unit price bid shall not be less than: \$ 65.00	\$ 65	00	\$ 390 00
70.31FN (108)	31.0 L.F.	FENCING  Unit price bid shall not be less than: \$ 4.00	\$ 20	00	\$ 620 00



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			DOLLARS	CTS	DOLLARS	CTS
70.61RE (109)	70.0 C.Y.	ROCK EXCAVATION	400	00	28,000	00
70.71SB (110)	120.0 C.Y.	STONE BALLAST	80	00	9,600	00
		Unit price bid shall not be less than: \$ 15.00				
70.81CB (111)	232.0 C.Y.	CLEAN BACKFILL	45	00	10,440	00
		Unit price bid shall not be less than: \$ 15.00				
70.91SW12 (112)	10,120.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	11	00	111,320	00



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			DOLLARS	CTS	DOLLARS	CTS
73.11AB (113)	10.0 C.Y.	ADDITIONAL BRICK MASONRY  Unit price bid shall not be less than: \$ 62.50	1000	00	10,000	00
73.21AC (114)	10.0 C.Y.	ADDITIONAL CONCRETE  Unit price bid shall not be less than: \$ 62.50	600	00	6,000	00
73.31AE0 (115)	50.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)  Unit price bid shall not be less than: \$ 20.00	250	00	12,500	00
73.41AG (116)	50.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL  Unit price bid shall not be less than: \$ 15.00	150	00	7,500	00



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			DOLLARS	CTS	DOLLARS	CTS
8.02 A (117)	1,890.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	10	00	18,900	00
8.02 B (118)	380.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	25	00	9,500	00
8.15 RDF (119)	1.0 EACH	RIVER DRINKING FOUNTAIN	18,000	00	18,000	00
8.52 FP (120)	410.0 LBS.	STEEL FOUNDATION PLATE	15	00	6,150	00

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.52 FT-B (121)	1.0 EACH	PAVING TRAY (AREA TOTEM)	\$ 1,000	00	\$ 1,000	00
9.13 HD4 (122)	30.0 L.F.	4" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$ 100	00	\$ 3,000	00
9.13 HDP4 (123)	330.0 L.F.	4" PERFORATED HIGH-DENSITY POLYETHYLENE UNDERDRAIN PIPE	\$ 40	00	\$ 13,200	00
9.97 FSM (124)	1.0 L.S.	MONUMENT PROTECTION, RELOCATION AND RESTORATION	\$ 20,000	00	\$ 20,000	00



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
HW-914 (125)	1.0 F.S.	ALLOWANCE FOR WAYFINDING TOTEMS  PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 11,000.00	\$ 11,000.00		\$ 11,000.00	
PK-12A (126)	1.0 EACH	WATER TAP. 1" DIAMETER	\$ 1,000.00		\$ 1,000.00	
PK-13D (127)	40.0 L.F.	TYPE K COPPER TUBING, 1" DIAMETER	\$ 100.00		\$ 4,000.00	
PK-14C1 (128)	1.0 EACH	CURB VALVE- 1" DIAMETER	\$ 1,800.00		\$ 1,800.00	



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			DOLLARS	CTS	DOLLARS	CTS
PK-15 CWE (129)	1.0 EACH	DOUBLE CHECK VALVE (DCV) FOR IRRIGATION - 1" DIA., WITH ENCLOSURE	\$ 2,200	00	\$ 2,200	00
PK-17 (130)	1.0 EACH	CAST IRON VALVE BOX, 5-1/4" DIAMETER	\$ 4,500	00	\$ 4,500	00
PK-25H (131)	5.0 EACH	PRECAST CONCRETE PLANTER, 54" ROUND X 20" HEIGHT	\$ 1,500	00	\$ 7,500	00
SL-20.01.02 (132)	4.0 EACH	FURNISH AND INSTALL FOUNDATION FOR TYPE "WF" LAMPPOST, AS PER DRAWING E-5124	\$ 1,000	00	\$ 4,000	00





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			DOLLARS	CTS	DOLLARS	CTS
SL-21.04.55 (133)	4.0 EACH	FURNISH AND INSTALL TYPE "FLUSHING MEADOWS PARK" LAMPOST AS PER STD. DWG. H-5305.	2,800	00	11,200	00
SL-21.09.02 (134)	2.0 EACH	REMOVE PARK TYPE LAMPOST WITH GROUND PIECE AND ALL ATTACHMENTS, IF ANY.	1,000	00	2,000	00
SL-21.09.09 (135)	1.0 EACH	REMOVE F.S. SPUN ALUMINUM, #10, ETC LAMPOST, WITH ARMS(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY. REMOVE PORTION OF FOUNDATION. RESTORE TO SURROUNDING CONDITIONS.	900	00	900	00
SL-22.15.05 (136)	4.0 EACH	FURNISH AND INSTALL 70 WATT MAX LED "FLUSHING MEADOW PARK" TYPE LUMINAIRE AS PER SPECIFICATION 474	3,000	00	12,000	00



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			DOLLARS	CTS	DOLLARS	CTS
SL-22.16.05 (137)	1.0 EACH	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	\$ 500	00	\$ 500	00
SL-24.02.02 (138)	1.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 FT. ARM ON LAMPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	\$ 1000	00	\$ 1000	00
SL-24.02.16 (139)	1.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 6 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGS H-5159 OR H-5255.	\$ 1,100	00	\$ 1,100	00
SL-26.01.04 (140)	4.0 EACH	FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	\$ 110	00	\$ 440	00



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			DOLLARS	CTS	DOLLARS	CTS
SL-27.01.01 (141)	5.0 EACH	FURNISH AND INSTALL ALUMINUM TAG ON A LAMPPOST, AS PER DRAWING D-2861	180	00	900	00
SL-28.01.02 (142)	1.0 EACH	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP IN DIRT AREA, BURIED BOX, SIDEWALK OR ROADWAY BOX, AS PER DRAWING H-5019.	360	00	360	00
SL-29.01.03 (143)	3.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING, AS PER DRAWING J-5226	3,500	00	10,500	00
SL-33.01.02 (144)	464.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	10	00	4,640	00



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			DOLLARS	CTS	DOLLARS	CTS
SL-33.03.01 (145)	232.0 L.F.	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	\$ 10	00	\$ 2,320	00
SL-35.03.03 (146)	113.0 L.F.	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ 60	00	\$ 6,780	00
SL-35.03.04 (147)	120.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ 65	00	\$ 7,800	00
SL-37.05.09 (148)	2.0 EACH	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179B.	\$ 3,600	00	\$ 7,200	00



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			DOLLARS	CTS	DOLLARS	CTS
T-1.1 (149)	2.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 1,600	00	\$ 3,200	00
T-1.18 (150)	1.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ 4,500	00	\$ 4,500	00
T-1.20 (151)	2.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$ 5,000	00	\$ 10,000	00
T-1.29 (152)	2.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$ 1,500	00	\$ 3,000	00



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			DOLLARS	CFS	DOLLARS	CFS
T-1.3 (153)	2.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ 2,100	00	\$ 4,200	00
T-2.1 (154)	2.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 900	00	\$ 1,800	00
T-2.16 (155)	1.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ 1,600	00	\$ 1,600	00
T-2.22 (156)	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 750	00	\$ 750	00



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			DOLLARS	CTS	DOLLARS	CTS
T-2.24 (157)	2.0 EACH	REMOVE TYPE "M" SERIES POST	\$ 1700	00	\$ 3,400	00
T-2.4 (158)	2.0 EACH	INSTALL TYPE "M-2" POST	\$ 1,950	00	\$ 3,900	00
T-20000 (159)	2.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ 850	00	\$ 1,700	00
T-20020 (160)	6.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 40	00	\$ 240	00

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			DOLLARS	CTS	DOLLARS	CTS
T-20160 (161)	2.0 EACH	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	\$ 3,400	00	\$ 6,800	00
T-20184 (162)	1.0 EACH	a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	\$ 800	00	\$ 800	00
T-20220 (163)	8.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ 75	00	\$ 600	00
T-3.1 (164)	4.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ 350	00	\$ 1,400	00





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			DOLLARS	CTS	DOLLARS	CTS
T-3.18 (165)	2.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ 350	00	\$ 700	00
T-3.21 (166)	6.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ 350	00	\$ 2,100	00
T-3.6 (167)	6.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ 460	00	\$ 2,760	00
T-30013L (168)	4.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ 460	00	\$ 1,840	00

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			DOLLARS	CTS	DOLLARS	CTS
T-31210 (169)	4.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 60	00	\$ 240	00
T-31215 (170)	2.0 EACH	b) "2MS"	\$ 300	00	\$ 600	00
T-31340 (171)	4.0 EACH	f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 110	00	\$ 440	00
T-33000L (172)	4.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ 375	00	\$ 1,500	00



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			DOLLARS	CTS	DOLLARS	CTS
T-5.1 (173)	70.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNEAVED ROADWAY	70	00	4,900	00
T-5.2 (174)	120.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	70	00	8,400	00
T-5.32 (175)	120.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	80	00	9,600	00
T-6.1 (176)	500.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	9	00	4,500	00





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			DOLLARS	CTS	DOLLARS	CTS
T-6.10 (177)	1,200.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	9	00	\$ 10,800	00
T-6.2 (178)	1,200.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	15	00	\$ 18,000	00
T-6000B (179)	1,000.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	3	00	\$ 3,000	00
T-60040 (180)	500.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	3	00	\$ 1,500	00



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			DOLLARS	CTS	DOLLARS	CTS
T-60190 (181)	1,200.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	4	00	4,800	00
T-8.10 (182)	2.0 EACH	RELOCATE CONCRETE PYLON WITH POST	2,000	00	4,000	00
T-8.8 (183)	2.0 EACH	INSTALL CONCRETE PYLON	1,900	00	3,800	00
T-8.9 (184)	2.0 EACH	REMOVE CONCRETE PYLON	1,050	00	2,100	00

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			DOLLARS	CTS	DOLLARS	CTS
T-81000 (185)	2.0 EACH	FURNISH CONCRETE PYLON	\$ 550	00	\$ 1,100	00





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			DOLLARS	CTS	DOLLARS	CTS
6.39 A (186)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ 2,573,134	00
SUB-TOTAL:					\$ 2,673,134	00
TOTAL BID PRICE:					\$ 2,673,134	00

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

BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Verdugos General Contractors Corp.  
85-01 79th Street  
Woodhaven, NY 11421-1101

hereinafter referred to as the "Principal", and Westchester Fire Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106

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 Total Amount Bid

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

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for Project Id. HWPLZA010K - Reconstruction of

Fowler Square Plaza.

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 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 16th day of June, 2015.

(Seal)

Verdugos General Contractors Corp.

(L.S.)

Principal

By: *[Signature]*

(Seal)

Westchester Fire Insurance Company

Surety

By: *Victoria Rivera*

Victoria Rivera, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Kings ~~Queens~~ ss:  
On this 22nd day of June, 2015, before me personally came  
Marco Verdugo to me known, who, being by me duly sworn, did depose and say that he  
resides at 85-01, 79 STREET, WOODHAVEN, NY 11421  
that he is the PRESIDENT of Verdugos General Contractors Corp.  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the  
directors of said corporation, and that he signed his name thereto by like order.

**ROSARIO EDDY LUIS**  
Notary Public, State of New York  
No. 01RO6075581  
Qualified in Kings County  
Commission Expires 06/10/2018

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

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

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

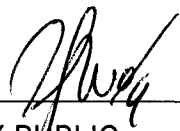
AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

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**ACKNOWLEDGEMENT OF SURETY**

STATE OF New York     )  
COUNTY OF Erie        ) ss  
CITY OF BUFFALO        )

On this     16th     day of     June     in the year     2015 before me personally came     Victoria Rivera , to me known, who, being by me duly sworn, did depose and say that he/she/they reside (s)     Buffalo, NY , that he/she/they (is) (are) the Attorney- in -Fact     duly appointed of the Westchester Fire Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

  
\_\_\_\_\_  
NOTARY PUBLIC

ALISSA J WOLF  
Notary Public, State of New York  
No. 01WO6284714  
Qualified in Erie County  
Commission Expires June 24, 2017



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Alissa Wolf, Bradley Hall, Christopher Ross, Colleen Kendziora, Loriann P Fay, Michael R Lawley, Timothy Toole, Victoria Rivera, William J Lawley, Jr., all of the City of BUFFALO, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 30 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY

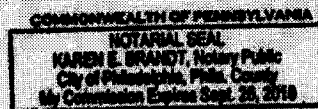
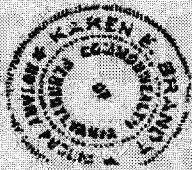


  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 30 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16<sup>th</sup> day of June, 2015



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 30, 2016.





WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2013

ADMITTED ASSETS

BONDS	\$1,774,825,880
SHORT - TERM INVESTMENTS	20,014,453
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	28,898,475
PREMIUM IN COURSE OF COLLECTION*	73,348,856
INTEREST ACCRUED	16,193,041
OTHER ASSETS	142,805,499
TOTAL ASSETS	<u>\$2,056,086,204</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$162,490,379
RESERVE FOR LOSSES	1,003,690,742
RESERVE FOR TAXES	2,386,131
FUNDS HELD UNDER REINSURANCE TREATIES	2,053,210
OTHER LIABILITIES	(21,105,132)
TOTAL LIABILITIES	<u>1,149,515,330</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	295,331,592
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	115,190,473
SURPLUS (UNASSIGNED)	491,048,709
SURPLUS TO POLICYHOLDERS	<u>906,570,874</u>
TOTAL	<u>\$2,056,086,204</u>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2013.

Sworn before me this

3/31/14

John P. Taylor  
Senior Vice President

Diane Wright  
Notary Public

August 8, 2015  
My commission expires

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Diane Wright, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Aug. 8, 2015

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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Tax ID #: 11-3534212

APT E- PIN #: 85015B0082

**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 # 85015B0082 FMS Project ID#: HWPLZ010K  
 Project Title/ Agency PIN # RECONSTRUCTION OF FOWLER SQUARE PLAZA / 8502015HW0008C  
 Bid/Proposal Response Date JUNE 23, 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 Ann-Chevealle Brown Title M/WBE Liaison & Compliance Analyst  
 Telephone # (718) 391-1175 Email Browna@ddc.nyc.gov

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

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA  
FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE  
INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK  
Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
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
<b>Unspecified</b>	<b>5%</b>
or	
Black American	UNSPECIFIED
Hispanic American	UNSPECIFIED
Asian American	UNSPECIFIED
Women	UNSPECIFIED
<b>Total Participation Goals</b>	<b>5% Line 1</b>

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

Tax ID #: 11-3534212

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 #	<u>11-3534212</u>	FMS Vendor ID #	
Business Name	<u>VERDUGOS GENERAL CONTRACTORS</u>	Contact Person	<u>MARCO VERDUGO</u>
Address	<u>85-01, 79 ST, WOODHAVEN, NY 11421</u>		
Telephone #	<u>718-235-9727</u>	Email	<u>verdugoscontractors@yahoo.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
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.	\$2,673,134.00	X 5%	= \$ 133,656.70 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
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.  Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	\$	X	= \$ Line 3

**Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation 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? % 12.24

*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. Land Scaping \$ 30,000.00
2. Tree Consulting \$ 6500.00
3. Photograph \$ 5000.00
4. Thermoplastic reflected pavement \$ 40,000.00
5. Crossing guard \$ 30,000.00
6. Audio & video documentation \$ 4000.00
7. Plumbing work \$ 50,000.00
8. Rodent station & Misc. \$ 3000.00
9. Monument protection & relocation \$ 15,000.00
10. Electrical work \$ 143,700.00
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
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16. \_\_\_\_\_
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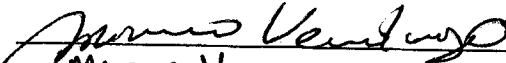
Tax ID #: 11-3534212

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   
Print Name MARCO VERDUGO

Date 6/23/15  
Title PRESIDENT

## **SPECIAL NOTICE TO BIDDERS**

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

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

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

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

**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: HWPLZ010K**

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA**

**FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE**

**LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE**

**SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

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



(NO TEXT ON THIS PAGE)

**PROJECT ID: HWPLZ010K**

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

**BID BOOKLET**

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

**SPECIAL NOTICE TO BIDDERS**

**BID SUBMISSION REQUIREMENTS**

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

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

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

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

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

**NOTES:**

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391- 2601) or by fax (718-391-2615).
- (3) **VENDEX QUESTIONNAIRES:** The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3, 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:** (a) The entity that will perform the Monument Protection, Relocation and Reinstallation work must have at least three (3) representative successfully completed projects within the last five (5) years of similar scope and size.  
(b) The Contractor's Conservator that will perform the Conservation of Monument must have minimum ten (10) years of experience in similar conservation work and at least five (5) representative conservation projects of similar scope and size.

(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: \_\_\_\_\_

\_\_\_\_\_



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ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWPLZ010K

PIN: 8502015HW0008C

Description and Location of Work:

RECONSTRUCTION OF  
FOWLER SQUARE PLAZA  
FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE  
INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
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 **JUNE 23, 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 **JUNE 23, 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

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BID SCHEDULE

NOTICE TO BIDDERS

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

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" or "6" or "7" followed by a decimal (e.g. 50.41M6C12, 60.11R612, 73.41AG) 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.

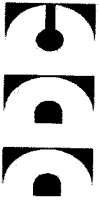
Item number "HW-914" in this Bid Schedule shall comply with the requirements of the Section "HW-914" incorporated in Addendum No. 1, herein Volume 3 of 3.

Item listed in this Bid Schedule with the prefix "PK-" (e.g. PK-12A) are modified version of NYCDPR Items and shall comply with the requirements of the corresponding numerical Section incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-21.09.09) 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 NYCDOT Standard Highway Specifications.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-2.22) 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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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

BID SCHEDULE

- NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 51

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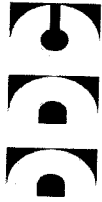
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.02 AG (001)	382.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ _____	_____	\$ _____	_____
4.02 CB (002)	70.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ _____	_____	\$ _____	_____
4.04 BC (003)	20.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 7" THICK, CLASS B-32	\$ _____	_____	\$ _____	_____
4.04 BP (004)	100.0 C.Y.	CONCRETE BASE FOR PAVERS, 4" TO 7" THICK, CLASS B-32	\$ _____	_____	\$ _____	_____

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.04 H (005)	281.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ _____	_____ CTS	\$ _____
4.06 (006)	19.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$ _____	_____ CTS	\$ _____
4.07 NYHA (007)	340.0 L.F.	NEW NY HISTORICAL GRANITE CURB, STRAIGHT	\$ _____	_____ CTS	\$ _____
4.07 NYHC (008)	50.0 L.F.	NEW NY HISTORICAL GRANITE CURB, CORNER	\$ _____	_____ CTS	\$ _____





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			DOLLARS	CTS	DOLLARS	CTS
4.09 AEC (009)	120.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (24" DEEP)	\$		\$	
4.09 CEC (010)	90.0 L.F.	CORNER STEEL FACED CONCRETE CURB (24" DEEP)	\$		\$	
4.11 AS (011)	100.0 C.Y.	EARTH EXCAVATION FOR STRUCTURES	\$		\$	
4.11 CA (012)	1,170.0 C.Y.	FILL, PLACE MEASUREMENT	\$		\$	

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			DOLLARS	CTS	DOLLARS	CTS
4.13 AAS (013)	4,540.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ _____	_____ CTS	\$ _____	_____ CTS
4.13 ABS (014)	100.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED)	\$ _____	_____ CTS	\$ _____	_____ CTS
4.13 BBS (015)	290.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED)	\$ _____	_____ CTS	\$ _____	_____ CTS
4.13 BBX (016)	230.0 S.F.	7" CONCRETE SIDEWALK WITH SPECIAL SCORING (PIGMENTED)	\$ _____	_____ CTS	\$ _____	_____ CTS



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			DOLLARS	CTS	
4.13 DE (017)	100.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ _____	_____	\$ _____
4.14 (018)	190.0 LBS.	STEEL REINFORCEMENT BARS	\$ _____	_____	\$ _____
4.14 E (019)	2,850.0 LBS.	EPOXY COATED STEEL REINFORCEMENT BARS	\$ _____	_____	\$ _____
4.15 SS (020)	422.0 C.Y.	STRUCTURAL SOIL FOUNDATION MATERIAL	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
4.16 AA (021)	6.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$		\$	
4.16 AC (022)	1.0 EACH	TREES REMOVED (18" TO UNDER 24" CALIPER)	\$		\$	
4.16 DA (023)	10.0 EACH	TREES PLANTED, 3-1/2" TO 4" CALIPER, ALL TYPES	\$		\$	
4.16 STUMP (024)	1.0 UNITS	STUMP REMOVAL	\$		\$	



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.16 VMX (025)	80.0 EACH	GROUND COVER PLANTED, VINCA MINOR - 4" POT	\$ _____	_____	\$ _____	_____
4.17 FB (026)	369.0 EACH	FLOWERING BULB, PLANTED, ALL TYPES	\$ _____	_____	\$ _____	_____
4.17 OG3G (027)	45.0 EACH	ORNAMENTAL GRASS PLANTED, 3 GALLON	\$ _____	_____	\$ _____	_____
4.17 PG1G (028)	154.0 EACH	PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	\$ _____	_____	\$ _____	_____

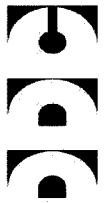
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.18 RB (029)	263.0 S.Y.	ROOT BARRIER FABRIC	\$	—	\$	—
4.18 RP (030)	2.0 EACH	ROOT PRUNING	\$	—	\$	—
4.21 (031)	100.0 P/HR	TREE CONSULTANT	\$	—	\$	—
4.23 TAD (032)	7.0 EACH	TREE PIT AERATION DRAIN	\$	—	\$	—



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
50.41M6C12 (033)	60.0 L.F.	12" D.I.P. CLASS 56 STORM SEWER, ON CONCRETE CRADLE	\$ _____	_____	\$ _____	_____
51.21S0A1000V (034)	2.0 EACH	STANDARD MANHOLE TYPE A-1	\$ _____	_____	\$ _____	_____
51.41S001 (035)	6.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ _____	_____	\$ _____	_____
51.42S1S0 (036)	5.0 EACH	INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	\$ _____	_____	\$ _____	_____



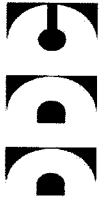
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
52.11D12 (037)	160.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ _____	_____	\$ _____	_____
55.11AB (038)	5.0 EACH	ABANDONING BASINS AND INLETS	\$ _____	_____	\$ _____	_____
6.02 AAN (039)	421.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ _____	_____	\$ _____	_____
6.02 PA (040)	7.0 C.Y.	PNEUMATIC EXCAVATION AROUND TREES	\$ _____	_____	\$ _____	_____





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			DOLLARS	CTS	DOLLARS	CTS
6.02 PB (041)	7.0 C.Y.	BACKFILLING AROUND TREES	\$ _____	_____	\$ _____	_____
6.02 XHEC (042)	90.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$ _____	_____	\$ _____	_____
6.02 XSCW (043)	40.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ _____	_____	\$ _____	_____
6.06 AB (044)	33.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	DOLLARS	CTS
6.06 ADA (045)	770.0 S.Y.	FURNISHING AND INSTALLING ADA COMPLIANT GRANITE BLOCK SIDEWALK	\$ _____	_____ CTS	\$ _____	_____ CTS
6.20 (046)	3.0 C.Y.	BROKEN STONE BALLAST  Unit price bid shall not be less than: \$ 24.00	\$ _____	_____ CTS	\$ _____	_____ CTS
6.23 XBE (047)	20.0 L.F.	FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT (WITH PAVEMENT EXCAVATION)	\$ _____	_____ CTS	\$ _____	_____ CTS
6.25 RS (048)	1,460.0 S.F.	TEMPORARY SIGNS	\$ _____	_____ CTS	\$ _____	_____ CTS



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.26 (049)	460.0 L.F.	TIMBER CURB	\$ _____	_____	\$ _____	_____
6.28 AA (050)	720.0 L.F.	LIGHTED TIMBER BARRICADES	\$ _____	_____	\$ _____	_____
6.34 AB (051)	460.0 L.F.	CHAIN LINK FENCE, 4'-0" HIGH	\$ _____	_____	\$ _____	_____
6.40 B (052)	18.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ _____	_____	\$ _____	_____

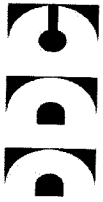


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			DOLLARS	CTS	DOLLARS	CTS
6.43 (053)	410.0 SETS	PHOTOGRAPHS	\$		\$	
6.44 (054)	10,300.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$		\$	
6.49 (055)	400.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$		\$	
6.50 (056)	5.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$		\$	



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			DOLLARS	CTS	
6.52 CG (057)	2,000.0 P/HR	CROSSING GUARD	\$ _____	_____	\$ _____
6.53 (058)	6,600.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ _____	_____	\$ _____
6.55 (059)	532.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ _____	_____	\$ _____
6.67 (060)	70.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
6.68 (061)	40.0 S.Y.	PLASTIC FILTER FABRIC	\$ _____	_____	\$ _____	_____
6.77 PSR-L44G (062)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR LITTER, 44 GALLON	\$ _____	_____	\$ _____	_____
6.77 PSR-MGPC44G (063)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR METAL, GLASS, PLASTIC & CARTONS, 44 GALLON	\$ _____	_____	\$ _____	_____
6.77 PSR-MP44G (064)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR MIXED PAPER, 44 GALLON	\$ _____	_____	\$ _____	_____



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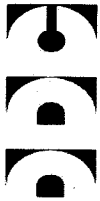
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
6.82 A (065)	20.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ _____	_____	\$ _____
6.82 B (066)	20.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ _____	_____	\$ _____
6.83 AA (067)	10.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ _____	_____	\$ _____
6.83 AB (068)	20.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
6.83 BA (069)	10.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ _____	_____	\$ _____	_____
6.83 BB (070)	20.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ _____	_____	\$ _____	_____
6.84 B (071)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS  PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 5,000.00	\$ _____	5,000.00	\$ _____	5,000.00
6.87 (072)	800.0 EACH	PLASTIC BARRELS	\$ _____	_____	\$ _____	_____





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			DOLLARS	CTS	DOLLARS	CTS
6.91 (073)	12.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ _____	_____	\$ _____	_____
6.99 (074)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ _____	_____	\$ _____	_____
60.11R608 (075)	40.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____	\$ _____	_____
60.11R612 (076)	826.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	
60.12D08 (077)	50.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$
60.12D12 (078)	884.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$
60.13M0A24 (079)	1.5 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$		\$
61.11DMM12 (080)	4.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$



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			DOLLARS	CTS	DOLLARS	CTS
61.12DMM12 (081)	4.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
62.11SD (082)	4.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ _____	_____	\$ _____	_____
62.12SG (083)	4.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
62.13RH (084)	4.0 EACH	REMOVING HYDRANTS	\$ _____	_____	\$ _____	_____

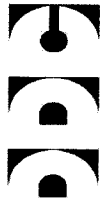
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			DOLLARS	CTS	DOLLARS	CTS
62.14FS (085)	8.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ _____	_____	\$ _____	_____
63.11VC (086)	3.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ _____	_____	\$ _____	_____
64.11EL (087)	12.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ _____	_____	\$ _____	_____
64.12COLT (088)	10.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ _____	_____	\$ _____	_____

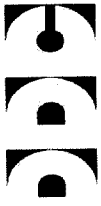


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			DOLLARS	CTS	
64.12ESLT (089)	30.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____
64.13WC12 (090)	3.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ _____	_____ CTS	\$ _____
65.11BR (091)	50.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ _____	_____ CTS	\$ _____
65.21PS (092)	1,007.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE  Unit price bid shall not be less than: \$ 0.50	\$ _____	_____ CTS	\$ _____

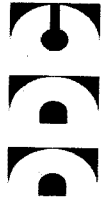


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			DOLLARS	CTS	DOLLARS	CTS
65.31FF (093)	148.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC  Unit price bid shall not be less than: \$ 0.20	\$ _____	_____	\$ _____	_____
65.71SG (094)	1.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ _____	_____	\$ _____	_____
7.13 B (095)	12.0 MONTH	MAINTENANCE OF SITE  Unit price bid shall not be less than: \$ 7,500.00	\$ _____	_____	\$ _____	_____
7.30 A (096)	420.0 C.Y.	REMOVAL OF TRACK	\$ _____	_____	\$ _____	_____



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
7.31 A (097)	1,020.0 C.Y.	DEMOLITION OF ROADWAY VAULTS	\$ _____	_____ CTS	\$ _____
7.36 (098)	2,940.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ _____	_____ CTS	\$ _____
7.50 (099)	1.0 EACH	GRANITE BENCHES	\$ _____	_____ CTS	\$ _____
7.50 CBB (100)	6.0 EACH	CITY BENCH BACKLESS	\$ _____	_____ CTS	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
7.53 KBC (101)	75.0 EACH	CHAIR	\$ _____	_____	\$ _____	_____
7.53 KBT (102)	25.0 EACH	TABLE	\$ _____	_____	\$ _____	_____
7.53 KBU (103)	5.0 EACH	UMBRELLA	\$ _____	_____	\$ _____	_____
7.88 AA (104)	1.0 I.S.	RODENT INFESTATION SURVEY AND MONITORING	\$ _____	_____	\$ _____	_____
		Unit price bid shall not be less than: \$ 1,000.00				





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			DOLLARS	CTS	DOLLARS	CTS
7.88 AB (105)	30.0 EACH	RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 60.00	\$ _____	_____	\$ _____	_____
7.88 AC (106)	30.0 EACH	BAITING OF RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 9.50	\$ _____	_____	\$ _____	_____
7.88 AD (107)	6.0 BLOCK	WATERBUG BAIT APPLICATIONS  Unit price bid shall not be less than: \$ 65.00	\$ _____	_____	\$ _____	_____
70.31FN (108)	31.0 L.F.	FENCING  Unit price bid shall not be less than: \$ 4.00	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	DOLLARS	CTS
70.61RE (109)	70.0 C.Y.	ROCK EXCAVATION	\$ _____	_____	\$ _____	_____
70.71SB (110)	120.0 C.Y.	STONE BALLAST  Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____	_____
70.81CB (111)	232.0 C.Y.	CLEAN BACKFILL  Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____	_____
70.91SW12 (112)	10,120.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	
73.11AB (113)	10.0 C.Y.	ADDITIONAL BRICK MASONRY  Unit price bid shall not be less than: \$ 62.50	\$ _____	_____	\$ _____
73.21AC (114)	10.0 C.Y.	ADDITIONAL CONCRETE  Unit price bid shall not be less than: \$ 62.50	\$ _____	_____	\$ _____
73.31AE0 (115)	50.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)  Unit price bid shall not be less than: \$ 20.00	\$ _____	_____	\$ _____
73.41AG (116)	50.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL  Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
8.02 A (117)	1,890.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ _____	_____	\$ _____	_____
8.02 B (118)	380.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ _____	_____	\$ _____	_____
8.15 RDF (119)	1.0 EACH	RIVER DRINKING FOUNTAIN	\$ _____	_____	\$ _____	_____
8.52 FP (120)	410.0 LBS.	STEEL FOUNDATION PLATE	\$ _____	_____	\$ _____	_____



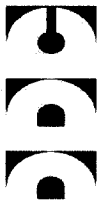
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			DOLLARS	CTS	
8.52 PT-B (121)	1.0 EACH	PAVING TRAY (AREA TOTEM)	\$ _____	_____ CTS	\$ _____
9.13 HD4 (122)	30.0 L.F.	4" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$ _____	_____ CTS	\$ _____
9.13 HDP4 (123)	330.0 L.F.	4" PERFORATED HIGH-DENSITY POLYETHYLENE UNDERDRAIN PIPE	\$ _____	_____ CTS	\$ _____
9.97 FSM (124)	1.0 L.S.	MONUMENT PROTECTION, RELOCATION AND RESTORATION	\$ _____	_____ CTS	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
HW-914 (125)	1.0 F.S.	ALLOWANCE FOR WAYFINDING TOTEMS  PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 11,000.00	\$ 11,000.00		\$ 11,000.00	
PK-12A (126)	1.0 EACH	WATER TAP. 1" DIAMETER				
PK-13D (127)	40.0 L.F.	TYPE K COPPER TUBING, 1" DIAMETER				
PK-14C1 (128)	1.0 EACH	CURB VALVE- 1" DIAMETER				



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			DOLLARS	CTS	DOLLARS	CTS
PK-15 CWE (129)	1.0 EACH	DOUBLE CHECK VALVE (DCV) FOR IRRIGATION - 1" DIA., WITH ENCLOSURE	\$ _____	_____	\$ _____	_____
PK-17 (130)	1.0 EACH	CAST IRON VALVE BOX, 5-1/4" DIAMETER	\$ _____	_____	\$ _____	_____
PK-25H (131)	5.0 EACH	PRECAST CONCRETE PLANTER, 54" ROUND X 20" HEIGHT	\$ _____	_____	\$ _____	_____
SL-20.01.02 (132)	4.0 EACH	FURNISH AND INSTALL FOUNDATION FOR TYPE "WF" LAMPOST, AS PER DRAWING E-5124	\$ _____	_____	\$ _____	_____

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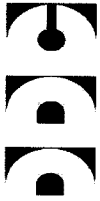
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			DOLLARS	CTS	DOLLARS	CTS
SL-21.04.55 (133)	4.0 EACH	FURNISH AND INSTALL TYPE "FLUSHING MEADOWS PARK" LAMPOST AS PER STD. DWG. H-5305.	\$ _____	_____ CTS	\$ _____	_____ CTS
SL-21.09.02 (134)	2.0 EACH	REMOVE PARK TYPE LAMPOST WITH GROUND PIECE AND ALL ATTACHMENTS, IF ANY.	\$ _____	_____ CTS	\$ _____	_____ CTS
SL-21.09.09 (135)	1.0 EACH	REMOVE F.S. SPUN ALUMINUM, #10, ETC LAMPOST, WITH ARMS(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY. REMOVE PORTION OF FOUNDATION. RESTORE TO SURROUNDING CONDITIONS.	\$ _____	_____ CTS	\$ _____	_____ CTS
SL-22.15.05 (136)	4.0 EACH	FURNISH AND INSTALL 70 WATT MAX LED "FLUSHING MEADOW PARK" TYPE LUMINAIRE AS PER SPECIFICATION 474	\$ _____	_____ CTS	\$ _____	_____ CTS





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			DOLLARS	CTS	
SL-22.16.05 (137)	1.0 EACH	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	\$ _____	_____ CTS	\$ _____
SL-24.02.02 (138)	1.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 FT. ARM ON LAMPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	\$ _____	_____ CTS	\$ _____
SL-24.02.16 (139)	1.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 6 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGS H-5159 OR H-5255.	\$ _____	_____ CTS	\$ _____
SL-26.01.04 (140)	4.0 EACH	FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	\$ _____	_____ CTS	\$ _____

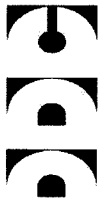


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			DOLLARS	CTS	DOLLARS	CTS
SL-27.01.01 (141)	5.0 EACH	FURNISH AND INSTALL ALUMINUM TAG ON A LAMPPOST, AS PER DRAWING D-2861	\$		\$	
SL-28.01.02 (142)	1.0 EACH	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP IN DIRT AREA, BURIED BOX, SIDEWALK OR ROADWAY BOX, AS PER DRAWING H-5019.	\$		\$	
SL-29.01.03 (143)	3.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING, AS PER DRAWING J-5226	\$		\$	
SL-33.01.02 (144)	464.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	\$		\$	



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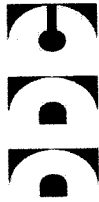
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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502015HW00008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-33.03.01 (145)	232.0 L.F.	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	\$ _____	_____	\$ _____	_____
SL-35.03.03 (146)	113.0 L.F.	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ _____	_____	\$ _____	_____
SL-35.03.04 (147)	120.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ _____	_____	\$ _____	_____
SL-37.05.09 (148)	2.0 EACH	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179B.	\$ _____	_____	\$ _____	_____

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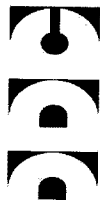
BID PAGES



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

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-1.1 (149)	2.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ _____	_____	\$ _____	_____
T-1.18 (150)	1.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ _____	_____	\$ _____	_____
T-1.20 (151)	2.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$ _____	_____	\$ _____	_____
T-1.29 (152)	2.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$ _____	_____	\$ _____	_____



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

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
T-1.3 (153)	2.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ _____	_____	\$ _____
T-2.1 (154)	2.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____	\$ _____
T-2.16 (155)	1.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ _____	_____	\$ _____
T-2.22 (156)	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____	\$ _____

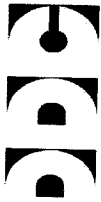


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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-2.24 (157)	2.0 EACH	REMOVE TYPE "M" SERIES POST	\$ _____	_____	\$ _____	_____
T-2.4 (158)	2.0 EACH	INSTALL TYPE "M-2" POST	\$ _____	_____	\$ _____	_____
T-20000 (159)	2.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ _____	_____	\$ _____	_____
T-20020 (160)	6.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ _____	_____	\$ _____	_____



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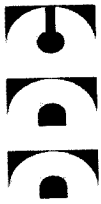
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502015HW0008C

Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
T-20160 (161)	2.0 EACH	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	\$ _____	_____	\$ _____
T-20184 (162)	1.0 EACH	a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	\$ _____	_____	\$ _____
T-20220 (163)	8.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ _____	_____	\$ _____
T-3.1 (164)	4.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ _____	_____	\$ _____



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BID PAGES

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

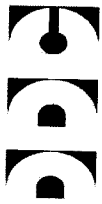
Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-3.18 (165)	2.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ _____	_____	\$ _____	_____
T-3.21 (166)	6.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ _____	_____	\$ _____	_____
T-3.6 (167)	6.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ _____	_____	\$ _____	_____
T-30013L (168)	4.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ _____	_____	\$ _____	_____



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

Contract PIN

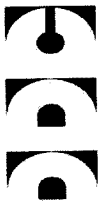
8502015HW0008C

Project ID

HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
T-31210 (169)	4.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____ CTS	\$ _____
T-31215 (170)	2.0 EACH	b) "2MS"	\$ _____	_____ CTS	\$ _____
T-31340 (171)	4.0 EACH	f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____ CTS	\$ _____
T-33000L (172)	4.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ _____	_____ CTS	\$ _____

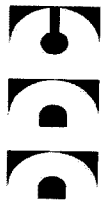
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-5.1 (173)	70.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ _____	_____	\$ _____	_____
T-5.2 (174)	120.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ _____	_____	\$ _____	_____
T-5.32 (175)	120.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ _____	_____	\$ _____	_____
T-6.1 (176)	500.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	\$ _____	_____	\$ _____	_____



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

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
T-6.10 (177)	1,200.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ _____	_____ CTS	\$ _____
T-6.2 (178)	1,200.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ _____	_____ CTS	\$ _____
T-60000B (179)	1,000.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ _____	_____ CTS	\$ _____
T-60040 (180)	500.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ _____	_____ CTS	\$ _____

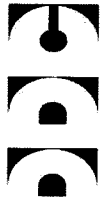
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-60190 (181)	1,200.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ _____	_____ CTS	\$ _____	_____ CTS
T-8.10 (182)	2.0 EACH	RELOCATE CONCRETE PYLON WITH POST	\$ _____	_____ CTS	\$ _____	_____ CTS
T-8.8 (183)	2.0 EACH	INSTALL CONCRETE PYLON	\$ _____	_____ CTS	\$ _____	_____ CTS
T-8.9 (184)	2.0 EACH	REMOVE CONCRETE PYLON	\$ _____	_____ CTS	\$ _____	_____ CTS



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

Contract PIN 8502015HW0008C  
Project ID HWPLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	DOLLARS
					CTS
T-81000 (185)	2.0 EACH	FURNISH CONCRETE PYLON	\$	-	\$

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BID PAGES



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

Contract PIN 8502015HW0008C  
Project ID HWFLZ010K

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
6.39 A (186)	1.0 LUMP SUM	MOBILIZATION  PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ _____
<b>SUB-TOTAL:</b>					\$ _____
<b>TOTAL BID PRICE:</b>					\$ _____

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

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

(NO TEXT ON THIS PAGE)

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

**BID FOR FURNISHING ALL LABOR AND  
MATERIAL NECESSARY AND REQUIRED FOR:**

**PROJECT ID: HWPLZ010K**

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA**

**FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE**

**LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE**

**SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
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.

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**BID FORM**

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**PROJECT ID. HWPLZ010K**

**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. HWPLZ010K**

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.

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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](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

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

APT E- 85015B0082  
PIN #: \_\_\_\_\_

**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 # 85015B0082 FMS Project ID#: HWPLZ010K  
 Project Title/ Agency PIN # RECONSTRUCTION OF FOWLER SQUARE PLAZA / 8502015HW0008C  
 Bid/Proposal Response Date JUNE 23, 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 Ann-Chevealle Brown Title M/WBE Liaison & Compliance Analyst  
 Telephone # (718) 391-1175 Email Browna@ddc.nyc.gov

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

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA  
FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE  
INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK  
Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
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	5%
or	
Black American	UNSPECIFIED
Hispanic American	UNSPECIFIED
Asian American	UNSPECIFIED
Women	UNSPECIFIED
<b>Total Participation Goals</b>	<b>5 %</b>
	<b>Line 1</b>

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

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.	<b>Total Bid/Proposal Value</b>  \$ _____	X	<b>Agency Total Participation Goals (Line 1, Page 13)</b>  _____	=	<b>Calculated M/WBE Participation Amount</b>  \$ _____ <b>Line 2</b>
--	---	---	--	---	---

**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.	<b>Total Bid/Proposal Value</b>  \$ _____	X	<b>Adjusted Participation Goal (From Partial Waiver)</b>  _____	=	<b>Calculated M/WBE Participation Amount</b>  \$ _____ <b>Line 3</b>
--	---	---	---	---	---

**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>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>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>



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

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

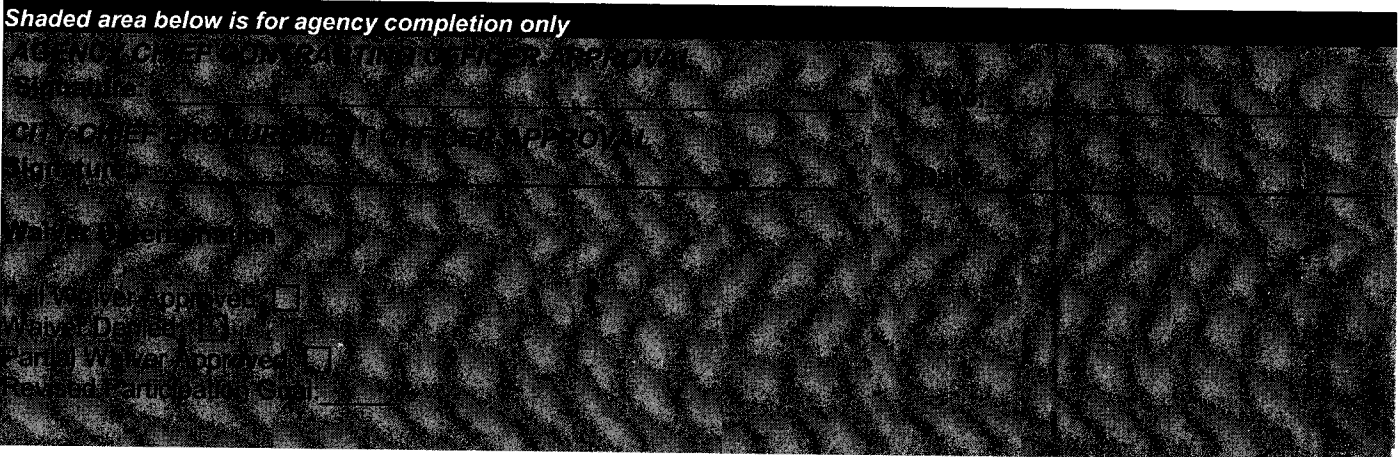
<b>TYPE OF Contract</b>	<b>ENTITY</b>	<b>DATE COMPLETED</b>
Manager at entity that hired vendor (Name/Phone No./Email)		
<b>Total Contract Amount</b> \$	<b>Total Amount Subcontracted</b> \$	
<b>Type of Work Subcontracted</b>		

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

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

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

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



## APPRENTICESHIP PROGRAM REQUIREMENTS

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

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

**(1) Apprenticeship Program Requirements**

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

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

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

**(2) Apprenticeship Program Questionnaire**

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

**APPRENTICESHIP PROGRAM QUESTIONNAIRE**

**PROJECT ID: HWPLZ010K**

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

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of Partner or Corporate Officer)

Date: \_\_\_\_\_

## SAFETY QUESTIONNAIRE

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

**1. Bidder Information:**

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

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

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

Company has previously worked for DDC \_\_\_\_\_ 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	_____	_____
Heavy Construction, except highways	_____	_____
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
Other (specify)	_____	_____
_____	_____	_____

**3. Experience Modification Rate:**

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

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

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

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

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

**4. OSHA Information:**

\_\_\_ 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 (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related inpatient hospitalizations, all amputations and all losses of an eye).

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

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

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

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

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

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

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

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, 9<sup>th</sup> Floor, New York, New York 10007.

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

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

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

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

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

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



**(NO TEXT ON THIS PAGE)**

# Certificate of No Change Form



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

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

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

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

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

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

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

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

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

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

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

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

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

# Principal Questionnaire

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



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
----------------	--	--

1

2

3

4

5

6

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

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

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

### **Certified By:**

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

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

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

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

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

### **Notarized By:**

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

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

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

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

# Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
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- 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*

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

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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**



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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

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                       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).

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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).

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**SIGNATURE PAGE**

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of official authorized to sign on behalf of the contractor

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Date

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

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

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

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

**Only original signatures accepted.**

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

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

**NOTE: All proposed subcontractors with a subcontract in excess of \$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: \_\_\_\_\_

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

**FEMALES**

	(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	White Non Hisp.	Black Non Hisp.	Black Non Hisp.	Hisp.	Asian	Hisp.	Asian	Native Amer.	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 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**

	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)?

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**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journeylevel Workers (A) Apprentice  
 (H) Helper (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.		
J														
H														
A														
TRN														
TOT														

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):

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**FORM C: CURRENT WORKFORCE**

**FEMALES**

**MALES**

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)?

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(NO TEXT ON THIS PAGE)

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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

1. Your contractual relationship in this contract is: Prime contractor \_\_\_ Subcontractor x
- 1a. Are M/WBE goals attached to this project? Yes \_\_\_ No \_\_\_
2. Please check one of the following if your firm 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 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) \_\_\_\_\_  
Contracting Agency (City Agency)

(b) \_\_\_\_\_  
Contract Amount

(c) \_\_\_\_\_  
Procurement Identification Number (PIN)

(d) \_\_\_\_\_  
Contract Registration Number (CT#)

(e) \_\_\_\_\_  
Projected Commencement Date

(f) \_\_\_\_\_  
Projected Completion Date

(g) Description and location of proposed contract:

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

15. Has your firm been reviewed by the Division of 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 subcontractor 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) 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										

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): \_\_\_\_\_

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)?

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**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.	White Non Hisp.	Black Non Hisp.	Black Non Hisp.	Hisp.	Asian	Asian	Native Amer.	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Hisp.	Asian	Asian	Native Amer.	Native Amer.	
J																		
H																		
A																		
TRN																		
TOT																		

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

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

**FEMALES**

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

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

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(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

**Only original signatures accepted.**

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

Notary Public

Authorized Signature

Date



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

---

**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

---

**VOLUME 1 OF 3**

PROJECT ID: HWPLZ010K

RECONSTRUCTION OF  
FOWLER SQUARE PLAZA

FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

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

---

*Contractor.*

---

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

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

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

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HWPLZ010K**

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA**

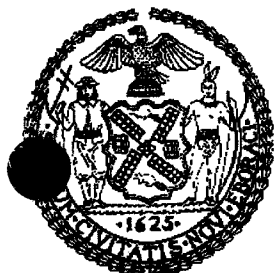
**FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

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

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*URS CORPORATION*

**FEBRUARY 26, 2015**



115-142

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

30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
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CONTRACT  
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PREVAILING WAGE SCHEDULE**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*IN-HOUSE DESIGN*

**DECEMBER 24, 2013**



# NOTICE TO BIDDERS

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

Significant changes include the following:

## ARTICLE 11 · DAMAGES CAUSED BY DELAYS

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

## ARTICLE 22 INSURANCE

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

**ARTICLE 26        EXTRA WORK**

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

**ARTICLE 37        LABOR LAW REQUIREMENTS**  
**ARTICLE 38        PAYROLL REPORTS**

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

**ARTICLE 70        ELECTRONIC FILING**

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

**Other significant changes include the following:**

**ARTICLE 7        INDEMNIFICATION**

Changes have been made to the indemnification provisions.

**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.

(NO TEXT ON THIS PAGE)

**CITY OF NEW YORK**

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

**INFORMATION FOR BIDDERS**

**SEPTEMBER 2008**

(NO TEXT ON THIS PAGE)



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

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## INFORMATION FOR BIDDERS

### 1. Description and Location of Work

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

### 2. Time and Place for Receipt of Bids

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

### 3. Definitions

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

### 4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

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

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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



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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 38. Bid Submission Requirements

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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



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

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

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

## I. POLICY ON SITE SAFETY

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

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

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

## II. PURPOSE

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

## III. DEFINITIONS

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

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

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

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**Construction Safety Unit:** A part of QACS within the Division of Technical Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

**Construction Superintendent:** A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

**Contractor:** For purposes of these Safety Requirements, the term “Contractor” shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term “Contractor” shall include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System (“JOCS Contract”), and (3) a subcontract with a CM/Builder (“First Tier Subcontract”).

**Director - Quality Assurance and Construction Safety (QACS):** Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

**Job Hazard Assessment (JHA):** A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

**Jobsite Safety Coordinator:** A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager’s License issued by the NYC DOB.

**Qualified Person:** As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

**Resident Engineer (RE) / Construction Project Manager (CPM):** Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a CM, retained by DDC.)

**Safety Program:** Established by the Contractor that covers all operations of that Contractor and establishes the Contractor’s overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

**Safety Questionnaire:** Used by DDC to evaluate Contractor’s current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

**Site Safety Plan:** A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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**Unsafe or Unhealthy Condition:** A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

**Weekly Safety Meetings:** Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

#### **IV. RESPONSIBILITIES**

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

##### **A. Resident Engineer / Construction Project Manager / Construction Manager**

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meeting.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

##### **B. Contractors**

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- As part of the Site Safety Plan, prepare a site specific MPT (if not otherwise provided in the contract documents) and comply with all of its provisions.

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

#### V. SAFETY QUESTIONNAIRE

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

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

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

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

## VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

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

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7. Recordkeeping: Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection

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- Welding and Cutting (Hot Work)
- Airborne Contaminants – Particulates – General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

#### **VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW**

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by DDC personnel.

#### **VIII. EVALUATION DURING WORK IN PROGRESS**

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or the DDC Environmental Specialist (if environmental issues are involved ). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.



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- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.
- F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

**IX. SAFETY PERFORMANCE EVALUATION**

The contractor's safety record, including all DDC inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which will be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

(NO TEXT ON THIS PAGE)

**CITY OF NEW YORK**  
**STANDARD CONSTRUCTION CONTRACT**

**DECEMBER 2013**

**(NO TEXT ON THIS PAGE)**

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**WITNESSETH:**

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

**CHAPTER I  
THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

1.1 Except for titles, subtitles, headings, running headlines, tables of 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](http://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**:<sup>1</sup> 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](http://www.nyc.gov/pip).<sup>1</sup> 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.

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<sup>1</sup> In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at [www.nyc.gov/pip](http://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](mailto: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](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](http://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 3.

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

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: ~~Two million Six hundred seventy~~ Dollars, (\$ 2,673,134.00 ), this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract. Three thousand one hundred thirty four dollars 00/100

**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

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

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

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

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

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

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

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

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

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE II. ENFORCEMENT**

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

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

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

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

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

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

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

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

*Deputy*

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: *[Signature]*  
*Deputy* Commissioner

CONTRACTOR:

By: *[Signature]*  
(Member of Firm or Officer of Corporation)

Title: *President*

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

*[Signature]*  
Secretary

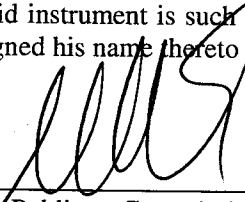
(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

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

On this 28 day of December 2015, before me personally came MARLO VERDUGO to me known who, being by me duly sworn did depose and say that he resides at 85-01 72<sup>ND</sup> ST WOODHAYEN N.Y. 11424 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.

VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified in Queens County  
Commission Expires July 15, 2019

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

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

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

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

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

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

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

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

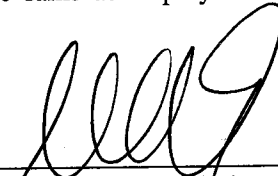


ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 4<sup>th</sup> day of January 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.

VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified in Queens County  
Commission Expires July 15, 2019

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

AUTHORITY

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

DATED  
DATED

APPROPRIATION  
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Two million Six hundred Seventy

three thousand One hundred thirty four dollars 00/100

Dollars (\$ 2,673,134.00 )

is chargeable to the fund of the Department of Design and Construction entitled Code

HwplZDIOK

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)

**PERFORMANCE BOND #1**

**KNOW ALL PERSONS BY THESE PRESENTS,;**

That we, Verdugos General Contractors Corp., 85-01 79th Street, Woodhaven, NY 11421-1101

hereinafter referred to as the "Principal,"

and, Westchester Fire Insurance Company, 436 Walnut Street, Philadelphia, PA 19106

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Two Million Six Hundred Seventy-Three Thousand One Hundred Thirty-Four Dollars and 00/100 - - -

(\$ 2,673,134.00 - - -) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Project ID. HWPLZA010K - Reconstruction of Fowler Square Plaza - Borough of Brooklyn.

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

\_\_\_\_\_ 16th \_\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_, 20 15 \_\_\_\_\_  
(Seal)

Verdugos General Contractors Corp. \_\_\_\_\_ (L.S.)  
Principal

By: Mano Verdugo \_\_\_\_\_

(Seal) \_\_\_\_\_  
Surety

Westchester Fire Insurance Company

By: Victoria Rivera \_\_\_\_\_  
Victoria Rivera, Attorney-in-Fact \_\_\_\_\_

(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)

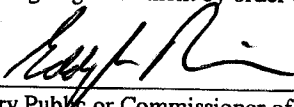
**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of New York County of Queens ss:

On this 11th day of December, 2015 before me personally came MARCO VERDINO

to me known, who, being by me duly sworn did depose and say that he/she resides at 8501 79th St. WOODHAVEN N.Y.

; that he/she is the President of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

  
Notary Public or Commissioner of Deeds.

**ROSARIO EDDY LUIS**  
Notary Public, State of New York  
No. 01RO6075581  
Qualified in Kings County  
Commission Expires 06/10/2018

**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.

**ACKNOWLEDGEMENT OF SURETY**

STATE OF New York )  
COUNTY OF Erie ) ss  
CITY OF BUFFALO )

On this 16th day of December in the year 2015, before me personally came Victoria Rivera, to me known, who, being by me duly sworn, did depose and say that he/she/they reside (s) Buffalo, NY, that he/she/they (is) (are) the Attorney-in-Fact duly appointed of the Westchester Fire Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

  
\_\_\_\_\_  
NOTARY PUBLIC

ALISSA J WOLF  
Notary Public, State of New York  
No. 01WO6284714  
Qualified in Erie County  
Commission Expires June 24, 2017

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Alissa Wolf, Bradley Hall, Christopher Ross, Colleen Kendziora, Lorian P Fay, Michael R Lawley, Timothy Toole, Victoria Rivera, William J Lawley, Jr., all of the City of BUFFALO, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 30 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY

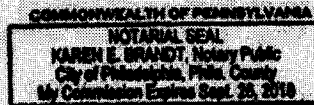


  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 30 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.




  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16<sup>th</sup> day of December, 2015



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 30, 2016.







**WESTCHESTER FIRE INSURANCE COMPANY**

**FINANCIAL STATEMENT**

**DECEMBER 31, 2014**

**ADMITTED ASSETS**

BONDS	\$1,978,280,686
SHORT - TERM INVESTMENTS	14,407,134
STOCKS	3,117
REAL ESTATE	0
CASH ON HAND AND IN BANK	(209,597,077)
PREMIUM IN COURSE OF COLLECTION*	77,396,247
INTEREST ACCRUED	19,326,013
OTHER ASSETS	132,043,591
<b>TOTAL ASSETS</b>	<b>\$2,011,859,711</b>

**LIABILITIES**

RESERVE FOR UNEARNED PREMIUMS	\$185,962,253
RESERVE FOR LOSSES	904,379,052
RESERVE FOR TAXES	2,948,809
FUNDS HELD UNDER REINSURANCE TREATIES	5,973,257
OTHER LIABILITIES	6,538,206
<b>TOTAL LIABILITIES</b>	<b>1,105,801,577</b>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	298,429,489
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	124,168,040
SURPLUS (UNASSIGNED)	478,460,505
SURPLUS TO POLICYHOLDERS	906,058,134
<b>TOTAL</b>	<b>\$2,011,859,711</b>

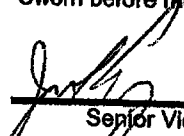
(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

**STATE OF PENNSYLVANIA**

**COUNTY OF PHILADELPHIA**

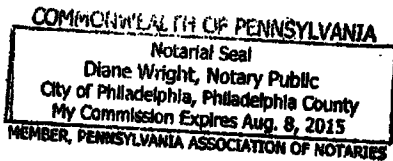
John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2014.

Sworn before me this April 9, 2015

  
Senior Vice President

  
Notary Public

August 8, 2015  
My commission expires



**Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_

Verdugos General Contractors Corp., 85-01 79th Street, Woodhaven, NY 11421-1101

\_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the "Principal", and Westchester Fire Insurance Company, 436 Walnut Street, Philadelphia, PA 19106

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Two Million Six Hundred Seventy-Three Thousand One Hundred Thirty-Four Dollars and 00/100 - - -

\_\_\_\_\_

\_\_\_\_\_

(\$2,673,134.00 - -) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for Project ID. HWPLZA010K - Reconstruction of Fowler Square Plaza - Borough of Brooklyn.

\_\_\_\_\_

\_\_\_\_\_

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

**Payment Bond (Pages 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 placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 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 16th day of December, 2015.

(Seal)

Verdugos General Contractors Corp. (L.S.)  
Principal

By: *Marc Verdugo*

(Seal)

Westchester Fire Insurance Company  
Surety

By: *Victoria Rivera*  
Victoria Rivera, Attorney-in-Fact

(Seal)

\_\_\_\_\_  
Surety

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

(Seal)

\_\_\_\_\_  
Surety

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

(Seal)

\_\_\_\_\_  
Surety

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

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Payment Bond (Pages 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 New York County of Queens ss:

On this 16 day of March 2015, before me personally came MARCO VERDELO to me known, who, being by me duly sworn did depose and say that he resides at 85-01 74th St. Woodhaven N.Y. 11421 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.


**ROSARIO EDDY LUIS**  
Notary Public, State of New York  
No. 01RO6075581  
Qualified in Kings County  
Commission Expires 06/10/2018

  
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.

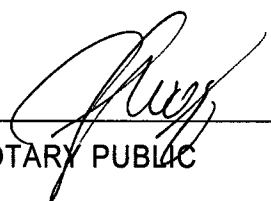
\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

**ACKNOWLEDGEMENT OF SURETY**

STATE OF New York )  
COUNTY OF Erie ) ss  
CITY OF BUFFALO )

On this 16th day of December in the year 2015, before me personally came Victoria Rivera, to me known, who, being by me duly sworn, did depose and say that he/she/they reside (s) Buffalo, NY, that he/she/they (is) (are) the Attorney-in-Fact duly appointed of the Westchester Fire Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

  
\_\_\_\_\_  
NOTARY PUBLIC

ALISSA J WOLF  
Notary Public, State of New York  
No. 01WO6284714  
Qualified in Erie County  
Commission Expires June 24, 2017

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Alissa Wolf, Bradley Hall, Christopher Ross, Colleen Kendziora, Loriann P Fay, Michael R Lawley, Timothy Toole, Victoria Rivera, William J Lawley, Jr., all of the City of BUFFALO, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 30 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY

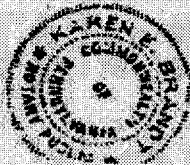


*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 30 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16<sup>th</sup> day of December, 2015



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 30, 2016.





**WESTCHESTER FIRE INSURANCE COMPANY**

**FINANCIAL STATEMENT**

**DECEMBER 31, 2014**

**ADMITTED ASSETS**

BONDS	\$1,978,280,686
SHORT - TERM INVESTMENTS	14,407,134
STOCKS	3,117
REAL ESTATE	0
CASH ON HAND AND IN BANK	(209,597,077)
PREMIUM IN COURSE OF COLLECTION*	77,396,247
INTEREST ACCRUED	19,326,013
OTHER ASSETS	132,043,591
TOTAL ASSETS	<u>\$2,011,859,711</u>

**LIABILITIES**

RESERVE FOR UNEARNED PREMIUMS	\$185,962,253
RESERVE FOR LOSSES	904,379,052
RESERVE FOR TAXES	2,948,809
FUNDS HELD UNDER REINSURANCE TREATIES	5,973,257
OTHER LIABILITIES	6,538,206
TOTAL LIABILITIES	<u>1,105,801,577</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	298,429,489
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	124,168,040
SURPLUS (UNASSIGNED)	478,460,505
SURPLUS TO POLICYHOLDERS	906,058,134
TOTAL	<u>\$2,011,859,711</u>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

**STATE OF PENNSYLVANIA**

**COUNTY OF PHILADELPHIA**

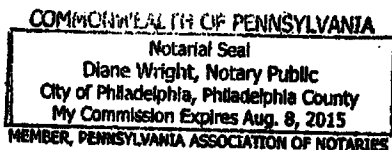
John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2014.

Sworn before me this April 9, 2015

  
\_\_\_\_\_  
Senior Vice President

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

August 8, 2015  
My commission expires





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2016

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Evan Posses	
Centaur Insurance Services Inc		<b>PHONE (A/C, No, Ext):</b> (516) 792-3944	<b>FAX (A/C, No):</b> (516) 792-3941
68 South Service Road		<b>E-MAIL ADDRESS:</b> eposses@centaurinsurance.com	
Suite 100		<b>INSURER(S) AFFORDING COVERAGE</b>	
Melville NY 11747		<b>INSURER A:</b> Arch Specialty Insurance Company	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B:</b> National Continental Insurance Company	
Verdugos General Contractors Corp		<b>INSURER C:</b>	
85-01 79th Street		<b>INSURER D:</b>	
Woodhaven NY 11421		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	AGL0021031-01	01/09/2016	01/09/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CNY-000-7325-191-6	05/21/2016	05/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>DISABILITY</b>		DBL487526	06/24/2016	06/23/2017	STATUTORY LIMITS

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

Contract No: HWPLZ010K

Certificate Holder is named as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

NYC Department of Design & Construction

30-30 Thompson Ave  
Long Island City, NY 11101

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

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

**PART III. BROKER'S CERTIFICATION**

Pursuant to Article 22.3.3 of the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.

**CERTIFICATION BY BROKER**

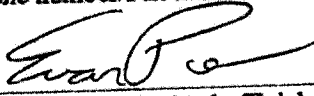
The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

Centaur Insurance Services Inc.  
[Name of broker (typewritten)]

134 Merrick Road, Lynbrook, NY 11563  
[Address of broker (typewritten)]

eposes@centaurinsurance.com  
[Email address of broker (typewritten)]

(516) 792-3944 / (516)792-3941  
[Phone number/Fax number of broker (typewritten)]

  
[Signature of authorized official or broker]

Evan Posses / Partner  
[Name and title of authorized official (typewritten)]

State of New York

County of Nassau ) ss.:

Sworn to before me this 14<sup>th</sup> day of December, 2015

  
NOTARY PUBLIC FOR THE STATE OF NY

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](http://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](http://www.comptroller.nyc.gov).

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

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

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§220 PREVAILING WAGE SCHEDULE

**ASBESTOS HANDLER**

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

**Asbestos Handler**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$15.45

**Overtime**

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

Time and one half the regular rate for Sunday.

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

**Overtime Holidays**

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

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

**Paid Holidays**

None

(Local #78 and Local #12A)

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**BLASTER**

**Blaster**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.70

Supplemental Benefit Rate per Hour: \$39.69

**Blaster (Hydraulic)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.49

Supplemental Benefit Rate per Hour: \$39.69

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

**Blaster - Trac Drill Hydraulic**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$41.20  
Supplemental Benefit Rate per Hour: \$39.69

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$40.44  
Supplemental Benefit Rate per Hour: \$39.69

**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: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$39.43  
Supplemental Benefit Rate per Hour: \$39.69

**Blaster - Powder Carriers**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$35.66  
Supplemental Benefit Rate per Hour: \$39.69

**Blaster - Hydraulic Trac Drill Chuck Tender**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$34.42  
Supplemental Benefit Rate per Hour: \$39.69

**Blaster - Chuck Tender & Nipper**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$33.69  
Supplemental Benefit Rate per Hour: \$39.69

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$20.30  
Supplemental Benefit Rate per Hour: \$39.69

**Overtime Description**

Magazine Keepers:

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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)

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**BOILERMAKER**

**Boilermaker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.45

Supplemental Benefit Rate per Hour: \$41.31

Supplemental Note: For time and one half overtime - \$61.37; For double overtime - \$81.43.

**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.

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

Double time the regular rate for Sunday.  
For New Construction work:  
Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).  
Labor Day

### Paid Holidays

Good Friday  
Day after Thanksgiving  
Day before Christmas  
Day before New Year's Day

### Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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## BRICKLAYER

### Bricklayer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.78

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.

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

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

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

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

**Paid Holidays**

None

**Shift Rates**

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

(Bricklayer District Council)

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**CARPENTER - BUILDING COMMERCIAL**

**Building Commercial**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$49.88**

Supplemental Benefit Rate per Hour: **\$44.10**

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

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

- New Year's Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Presidential Election Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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

**Paid Holidays**

None

**Shift Rates**

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

(Carpenters District Council)

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

**Heavy Construction Work**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$48.35**

Supplemental Benefit Rate per Hour: **\$46.12**

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 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.

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

(Carpenters District Council)

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## CEMENT & CONCRETE WORKER

### Cement & Concrete Worker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.38

Supplemental Benefit Rate per Hour: \$26.17

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

### Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

### Overtime

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

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

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

### Paid Holidays

1/2 day before Christmas Day  
1/2 day before New Year's Day

### Shift Rates

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

(Cement Concrete Workers District Council)

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## CEMENT MASON

### Cement Mason



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

Effective Period: 7/1/2014 - 6/30/2015

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)

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## CORE DRILLER

### Core Driller

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$21.69

### Core Driller Helper

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$21.69

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

**Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$21.69

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$21.69

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

**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.

(Carpenters District Council)

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

**DERRICKPERSON AND RIGGER**

**Derrick Person & Rigger**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.25**

Supplemental Benefit Rate per Hour: **\$47.81**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$49.23 - 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)

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**DIVER**

**Diver (Marine)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$61.30**

Supplemental Benefit Rate per Hour: **\$46.12**

**Diver Tender (Marine)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.45**

Supplemental Benefit Rate per Hour: **\$46.12**

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.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

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

(Carpenters District Council)

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**DOCKBUILDER - PILE DRIVER**

**Dockbuilder - Pile Driver**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

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

New Year's Day

President's Day

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

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Off shift work commencing between 5:00 P.M. and 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)

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## **DRIVER: TRUCK (TEAMSTER)**

### **Driver - Dump Truck**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.86**

Supplemental Benefit Rate per Hour: **\$40.44**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.59

### **Driver - Tractor Trailer**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$41.70**

Supplemental Note: For over 40 hours worked: at time and one half - \$15.90; at double time - \$21.21

### **Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.44**

Supplemental Benefit Rate per Hour: **\$41.70**

Supplemental Note: Over 40 hours worked: time and one half rate \$15.90, double time rate \$21.21

### **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.

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

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

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

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

**Paid Holidays**

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

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**Driver Redi-Mix (Sand & Gravel)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$38.60

Supplemental Note: Over 40 hours worked: time and one half rate \$13.53, double time rate \$18.04

**Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to be paid for these holidays, provided they shape each remaining workday during that calendar week.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

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

President's Day  
Columbus Day  
Veteran's Day

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

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

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

**Paid Holidays**

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

(Local #282)

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**ELECTRICIAN**

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

**Electrician "A" (Regular Day)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

**Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$53.41

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

**Electrician "A" (Day Shift)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$53.00  
Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$54.00  
Supplemental Benefit Rate per Hour: \$50.03

**Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$79.50  
Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$81.00  
Supplemental Benefit Rate per Hour: \$53.41

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$62.19  
Supplemental Benefit Rate per Hour: \$54.07

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$63.36  
Supplemental Benefit Rate per Hour: \$56.94

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$93.29  
Supplemental Benefit Rate per Hour: \$57.97

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$95.04  
Supplemental Benefit Rate per Hour: \$60.91

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$69.66  
Supplemental Benefit Rate per Hour: \$59.59

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$70.97  
Supplemental Benefit Rate per Hour: \$62.78



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

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$104.49

Supplemental Benefit Rate per Hour: \$63.96

Effective Period: 5/13/2015 - 6/30/2015

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.

**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 \$23.63. Effective 5/13/2015 - \$24.39.

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**Electrician "M" (First 8 hours)**

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

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Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.80

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.46

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$23.00

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$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: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$22.01

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$41.25

Supplemental Benefit Rate per Hour: \$22.54

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$40.20

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$22.14

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$34.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$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

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

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #3)

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**ELECTRICIAN - ALARM TECHNICIAN**

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

**Alarm Technician**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 only after 8 hours worked in a day

**Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

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

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

**Shift Rates**

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

**Vacation**

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

Sick Days:  
One day per Year

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2014 - 5/19/2015  
Wage Rate per Hour: \$53.00  
Supplemental Benefit Rate per Hour: \$49.34

Effective Period: 5/20/2015 - 6/30/2015  
Wage Rate per Hour: \$54.00  
Supplemental Benefit Rate per Hour: \$51.86

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2014 - 5/19/2015  
Wage Rate per Hour: \$40.18  
Supplemental Benefit Rate per Hour: \$37.73

Effective Period: 5/20/2015 - 6/30/2015  
Wage Rate per Hour: \$40.93  
Supplemental Benefit Rate per Hour: \$39.46

**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2014 - 5/19/2015  
Wage Rate per Hour: \$34.40  
Supplemental Benefit Rate per Hour: \$34.00

Effective Period: 5/20/2015 - 6/30/2015  
Wage Rate per Hour: \$35.05  
Supplemental Benefit Rate per Hour: \$35.51

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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### Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate per Hour: \$58.23

Supplemental Benefit Rate per Hour: \$29.47

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: \$59.55

Supplemental Benefit Rate per Hour: \$31.07

### 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

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

**Paid Holidays**

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

**Vacation**

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

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

**Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$28.78

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: \$46.92

Supplemental Benefit Rate per Hour: \$30.91

**Overtime Description**

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

**Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

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

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

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

### Vacation

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

(Local #1)

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## ENGINEER

### Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$97.68**

### Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$59.24**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$94.78**

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**Engineer - Heavy Construction Operating Engineer III**

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$56.22**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$89.95**

**Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$58.97**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$94.35**

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$77.30**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$123.68**

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.10**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime



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Shift Wage Rate: \$62.56

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

**Engineer - Heavy Construction Oilers II**

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Guniting Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.43

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Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime  
Shift Wage Rate: **\$85.49**

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$40.84**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime  
Shift Wage Rate: **\$65.34**

**Overtime Description**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

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

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

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**Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$54.04**

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Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$42.10**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$51.40**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$38.31**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day

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

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)

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## ENGINEER - CITY SURVEYOR AND CONSULTANT

### Party Chief

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

### Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$17.65

### Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$17.65

### Overtime Description

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### Paid Holidays

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**Christmas Day**

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

(Operating Engineer Local #15-D)

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

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$55.40**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.10**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$27.96**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

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

(Operating Engineer Local #15-D)

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

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$62.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Overtime Description**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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(Operating Engineer Local #15-D)

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## **ENGINEER - FIELD (STEEL ERECTION)**

### **Field Engineer - Steel Erection Party Chief**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$58.50**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### **Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.53**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### **Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$30.43**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

## **Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

## **Overtime**

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

Double time the regular rate for Sunday.

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

## **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

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

(Operating Engineer Local #15-D)

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**ENGINEER - OPERATING**

**Operating Engineer - Road & Heavy Construction I**

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$67.70

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$108.32

**Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$70.10

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: 51.75 overtime hours

Shift Wage Rate: \$112.16

**Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$72.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$115.74

**Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$70.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$113.01

**Operating Engineer - Road & Heavy Construction V**



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

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$69.23

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$110.77

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.08

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$84.93

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$51.93

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$62.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$100.05

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

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$57.46**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$91.94**

**Operating Engineer - Road & Heavy Construction XI**

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.63**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$71.41**

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$66.45**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$106.32**

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$64.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$102.94**

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$61.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$98.45**

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

**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: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$41.44  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$66.30

**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: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$58.74  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.85 overtime hours  
Shift Wage Rate: \$93.98

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$59.21  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$94.74

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$85.00  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$136.00

**Operating Engineer - Paving I**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$65.76

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

Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$105.22

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$64.04  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$102.46

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$54.17  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: \$86.67

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$70.32  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$41.76  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$56.16  
Supplemental Benefit Rate per Hour: \$28.60  
Supplemental Note: \$51.75 overtime hours

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

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$73.37**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$117.39**

**Operating Engineer - Steel Erection II**

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.50**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$112.80**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.84**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$66.94**

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.85**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$63.76**

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$57.82**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

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

**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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.28

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.83

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$69.74

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$64.26

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VII**

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

**Rack & Pinion and House Cars**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$50.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour **\$40.31**

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

**Shift Rates**

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

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**FLOOR COVERER**

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

**Floor Coverer**

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$44.10

### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

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

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

### Shift Rates

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

(Carpenters District Council)

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## GLAZIER

(New Construction, Remodeling, and Alteration)

### Glazier

Effective Period: 7/1/2014 - 10/31/2014

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$35.09

Supplemental Note: Supplemental Benefit Overtime Rate: \$43.59

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.85

Supplemental Benefit Rate per Hour: \$35.59



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

Supplemental Note: Supplemental Benefit Overtime Rate: \$44.09

### 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

Christmas Day

### Paid Holidays

None

### Shift Rates

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

(Local #1281)

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## GLAZIER - REPAIR & MAINTENANCE

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

### Craft Jurisdiction for repair, maintenance and fabrication

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

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.

Double time the regular rate for Sunday.

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

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

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**HEAT AND FROST INSULATOR**

**Heat & Frost Insulator**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$56.98**

Supplemental Benefit Rate per Hour: **\$34.81**

**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

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

**Paid Holidays**

None

**Shift Rates**

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

(Local #12)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)**

**House Wrecker - Tier A**

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.51

Supplemental Benefit Rate per Hour: \$25.59

**House Wrecker - Tier B**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$24.02

Supplemental Benefit Rate per Hour: \$19.12

**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

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

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.70

Supplemental Benefit Rate per Hour: \$45.77

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Overtime Description**

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

**Overtime**

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

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

**IRON WORKER - STRUCTURAL**

**Iron Worker - Structural**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$65.35

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Overtime Description**

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

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

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

**Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

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**LABORER**

**(Foundation, Concrete, Excavating, Street Pipe Layer and Common)**

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

**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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.85

Supplemental Benefit Rate per Hour: \$34.88

**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

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

Labor Day

Thanksgiving Day

**Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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**LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

**Landscaper (Above 6 years experience)**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$25.75  
Supplemental Benefit Rate per Hour: \$13.80

**Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$24.75  
Supplemental Benefit Rate per Hour: \$13.80

**Landscaper (up to 3 years experience)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.25  
Supplemental Benefit Rate per Hour: \$13.80

**Groundperson**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.25  
Supplemental Benefit Rate per Hour: \$13.80

**Tree Remover / Pruner**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$30.75  
Supplemental Benefit Rate per Hour: \$13.80

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$20.75  
Supplemental Benefit Rate per Hour: \$13.80

**Watering - Plant Maintainer**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$15.75  
Supplemental Benefit Rate per Hour: \$13.80

**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.

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

**Paid Holidays**

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

**Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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**MARBLE MECHANIC**

**Marble Setter**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$50.85

Supplemental Benefit Rate per Hour: \$34.21

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$51.15

Supplemental Benefit Rate per Hour: \$34.87

**Marble Finisher**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$39.99

Supplemental Benefit Rate per Hour: \$33.34

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$40.26

Supplemental Benefit Rate per Hour: \$33.90

**Marble Polisher**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$35.96

Supplemental Benefit Rate per Hour: \$25.92

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$36.25

Supplemental Benefit Rate per Hour: \$26.28



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

### Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

### Overtime

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

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

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

### Paid Holidays

None

(Local #7)

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## MASON TENDER

### Mason Tender

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$26.74

### Overtime

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

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

New Year's Day  
President's Day

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

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

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**MASON TENDER (INTERIOR DEMOLITION WORKER)**

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

**Mason Tender Tier A**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$34.99**

Supplemental Benefit Rate per Hour: **\$21.10**

**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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$24.18**

Supplemental Benefit Rate per Hour: **\$15.42**

**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

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

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

**Paid Holidays**

None

(Local #79)

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**METALLIC LATHER**

**Metallic Lather**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.03

Supplemental Benefit Rate per Hour: \$41.07

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**

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

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.44

Supplemental Benefit Rate per Hour: \$50.52

### 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.23**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.56 per hour.

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 per hour.

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 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)

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

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**PAINTER**

**Painter - Brush & Roller**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

**Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

(District Council of Painters #9)

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**PAINTER - SIGN**

**Designer**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

**Journey person**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$33.62  
Supplemental Benefit Rate per Hour: \$9.66

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

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

**Shift Rates**

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

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**PAINTER - STRIPER**

**Striper (paint)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$34.00  
Supplemental Benefit Rate per Hour: \$12.60  
Supplemental Note: Overtime Supplemental Benefit rate - \$8.35 New Hire Rate (0-3 months) - \$0.00

**Lineperson (thermoplastic)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$38.00  
Supplemental Benefit Rate per Hour: \$12.60  
Supplemental Note: Overtime Supplemental Benefit rate - \$8.35; New Hire Rate (0-3 months) - \$0.00

**Overtime**

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

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

Double time the regular rate for Sunday.  
Time and one half the regular 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)

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## **PAINTER - STRUCTURAL STEEL**

### **Painters on Structural Steel**

Effective Period: 7/1/2014 - 9/30/2014  
Wage Rate per Hour: **\$47.00**  
Supplemental Benefit Rate per Hour: **\$33.58**

Effective Period: 10/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$48.75**  
Supplemental Benefit Rate per Hour: **\$34.58**

### **Painter - Power Tool**

Effective Period: 7/1/2014 - 9/30/2014  
Wage Rate per Hour: **\$53.00**  
Supplemental Benefit Rate per Hour: **\$33.58**

Effective Period: 10/1/2014 - 6/30/2015



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

Wage Rate per Hour: **\$54.75**

Supplemental Benefit Rate per Hour: **\$34.58**

### 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)

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## PAPERHANGER

### Paperhanger

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.08**

Supplemental Benefit Rate per Hour: **\$29.23**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

President's Day

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

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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**PAVER AND ROADBUILDER**

**Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.19**

Supplemental Benefit Rate per Hour: **\$35.15**

**Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.32**

Supplemental Benefit Rate per Hour: **\$35.15**

**Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.24**

Supplemental Benefit Rate per Hour: **\$35.15**

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

**Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.73**

Supplemental Benefit Rate per Hour: **\$35.15**

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$35.15**

**Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 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 shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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

**PLASTERER**

**Plasterer**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.43**

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.

(Local #530)

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**PLASTERER - TENDER**

**Plasterer - Tender**

Effective Period: 7/1/2014 - 6/30/2015

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

Wage Rate per Hour: **\$35.53**

Supplemental Benefit Rate per Hour: **\$26.31**

### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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## PLUMBER

### Plumber

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$65.27**

Supplemental Benefit Rate per Hour: **\$25.78**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$40.78**

### 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$52.24**

Supplemental Benefit Rate per Hour: **\$20.20**

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

### Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

### Overtime

Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

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

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

### Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)**  
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

### Plumber

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.27

Supplemental Benefit Rate per Hour: \$12.84

### Overtime

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

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

**Overtime Holidays**

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

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

**Paid Holidays**

None

(Plumbers Local # 1)

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**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME  
CONSTRUCTION)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$18.79

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

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

**Paid Holidays**

None

**Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

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

(Plumbers Local #1)

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**PLUMBER: PUMP & TANK**  
**Oil Trades (Installation and Maintenance)**

**Plumber - Pump & Tank**

Effective Period: 7/1/2014 - 6/30/2015

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

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

**Pointer - Waterproofer, Caulker Mechanic**



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

Effective Period: 7/1/2014 - 6/30/2015

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)

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## ROOFER

### Roofer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.70

Supplemental Benefit Rate per Hour: \$28.67

### 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

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

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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**SANDBLASTER - STEAMBLASTER  
(Exterior Building Renovation)**

**Sandblaster / Steamblaster**

Effective Period: 7/1/2014 - 6/30/2015

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**

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

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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## **SHEET METAL WORKER**

### **Sheet Metal Worker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.21**

Supplemental Benefit Rate per Hour: **\$43.89**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.97**

Supplemental Benefit Rate per Hour: **\$43.89**

### **Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2014 - 6/30/2015

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

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

**Paid Holidays**

None

**Shift Rates**

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.  
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

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**SHEET METAL WORKER - SPECIALTY  
(Decking & Siding)**

**Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$23.38

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

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

None

(Local #28)

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## **SHIPYARD WORKER**

### **Shipyard Mechanic - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$23.83**

Supplemental Benefit Rate per Hour: **\$2.87**

### **Shipyard Mechanic - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$15.44**

Supplemental Benefit Rate per Hour: **\$2.54**

### **Shipyard Laborer - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$2.69**

### **Shipyard Laborer - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$12.36**

Supplemental Benefit Rate per Hour: **\$2.43**

### **Shipyard Dockhand - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$22.68**

Supplemental Benefit Rate per Hour: **\$2.82**

### **Shipyard Dockhand - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$14.22**

Supplemental Benefit Rate per Hour: **\$2.50**

### **Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

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 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

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**SIGN ERECTOR**

(Sheet Metal, Plastic, Electric, and Neon)

**Sign Erector**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$44.20  
Supplemental Benefit Rate per Hour: \$44.10

**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

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

**Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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**STEAMFITTER**

**Steamfitter I**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$53.25**

Supplemental Benefit Rate per Hour: **\$51.04**

Supplemental Note: Overtime supplemental benefit rate: \$101.34

**Overtime**

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

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**Steamfitter II**

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

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## STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

### Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76



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

**Refrigeration and Air Conditioner Service Person V**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$31.47**  
Supplemental Benefit Rate per Hour: **\$11.55**

**Refrigeration and Air Conditioner Service Person IV**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$26.07**  
Supplemental Benefit Rate per Hour: **\$10.52**

**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: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$22.38**  
Supplemental Benefit Rate per Hour: **\$9.76**

**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: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$18.56**  
Supplemental Benefit Rate per Hour: **\$9.06**

**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: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$13.57**  
Supplemental Benefit Rate per Hour: **\$8.30**

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
Independence Day  
Labor Day  
Veteran's Day

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

Thanksgiving Day  
Christmas Day

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

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Columbus Day

### **Paid Holidays**

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

(Local #638B)

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## **STONE MASON - SETTER**

### **Stone Mason - Setters**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.56**

Supplemental Benefit Rate per Hour: **\$36.40**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

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

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### **Paid Holidays**

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

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

### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

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### TAPER

#### Drywall Taper

Effective Period: 7/1/2014 - 12/30/2014

Wage Rate per Hour: **\$45.32**

Supplemental Benefit Rate per Hour: **\$22.66**

Effective Period: 12/31/2014 - 6/30/2015

Wage Rate per Hour: **\$45.82**

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.

### Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

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## TELECOMMUNICATION WORKER (Voice Installation Only)

### Telecommunication Worker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.18**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

### Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

### Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

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

**Vacation**

After 6 months.....one week.  
After 12 months but less than 7 years.....two weeks.  
After 7 or more but less than 15 years.....three weeks.  
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

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**TILE FINISHER**

**Tile Finisher**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$38.80**  
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.

**Overtime Holidays**

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

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

**Paid Holidays**

None

**Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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**TILE LAYER - SETTER**

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

**Tile Layer - Setter**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$49.88**

Supplemental Benefit Rate per Hour: **\$32.36**

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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**TIMBERPERSON**

**Timberperson**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.33**

Supplemental Benefit Rate per Hour: **\$45.39**

**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**

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  
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)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$54.20  
Supplemental Benefit Rate per Hour: \$48.20

**Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$52.31  
Supplemental Benefit Rate per Hour: \$46.59

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$51.35  
Supplemental Benefit Rate per Hour: \$45.78

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$50.42  
Supplemental Benefit Rate per Hour: \$44.91

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

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$50.42  
Supplemental Benefit Rate per Hour: \$44.92

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$43.94  
Supplemental Benefit Rate per Hour: \$42.55

**Blasters (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$51.72  
Supplemental Benefit Rate per Hour: \$46.03

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$49.48  
Supplemental Benefit Rate per Hour: \$44.06

**All Others (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$45.73  
Supplemental Benefit Rate per Hour: \$40.75

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$39.58  
Supplemental Benefit Rate per Hour: \$35.25

**Overtime Description**

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.  
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day



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  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #147)

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**WELDER**  
**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE**  
**PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**220 APPRENTICESHIP PREVAILING WAGE SCHEDULE**

**APPENDIX**

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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**ASBESTOS HANDLER**

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

**Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 78% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

**Asbestos Handler (Second 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

**Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 83% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

**Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 89% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

(Local #78)

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**BOILERMAKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Boilermaker (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$29.74

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.40

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

**Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$33.05

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rat  
Supplemental Benefit Rate Per Hour: \$34.69

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$36.34

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$38.00

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

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**BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyperson's rate

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

Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

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**CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.25

**Carpenter (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.25

**Carpenter (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

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

Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$30.25

**Carpenter (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$30.25

(Carpenters District Council)

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**CEMENT MASON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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**CEMENT AND CONCRETE WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Cement & Concrete Worker (0 - 500 hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$18.04

**Cement & Concrete Worker (501 - 1000 hours)**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$18.87

**Cement & Concrete Worker (1001 - 2000 hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$24.25

**Cement & Concrete Worker (2001 - 4000 hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate



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

(Local #197)

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**DOCKBUILDER/PILE DRIVER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$31.26

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015

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

Supplemental Benefit Rate Per Hour: \$31.26

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$31.26

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$31.26

(Carpenters District Council)

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**ELECTRICIAN**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.10

Overtime Supplemental Rate Per Hour: \$11.93

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

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$13.00  
Supplemental Benefit Rate per Hour: \$11.61  
Overtime Supplemental Rate Per Hour: \$12.47

**Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$13.50  
Supplemental Benefit Rate per Hour: \$11.62  
Overtime Supplemental Rate Per Hour: \$12.51

Effective Period: 5/13/2015 - 6/30/2015  
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: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$14.50  
Supplemental Benefit Rate per Hour: \$12.13  
Overtime Supplemental Rate Per Hour: \$13.08

Effective Period: 5/13/2015 - 6/30/2015  
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: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$15.50  
Supplemental Benefit Rate per Hour: \$12.64  
Overtime Supplemental Rate Per Hour: \$13.66

Effective Period: 5/13/2015 - 6/30/2015  
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: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$16.50  
Supplemental Benefit Rate per Hour: \$13.15  
Overtime Supplemental Rate Per Hour: \$14.23

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$17.00

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

Supplemental Benefit Rate per Hour: \$13.65  
Overtime Supplemental Rate Per Hour: \$14.77

**Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$17.50  
Supplemental Benefit Rate per Hour: \$13.65  
Overtime Supplemental Rate Per Hour: \$14.81

Effective Period: 5/13/2015 - 6/30/2015  
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: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$18.50  
Supplemental Benefit Rate per Hour: \$14.16  
Overtime Supplemental Rate Per Hour: \$15.38

Effective Period: 5/13/2015 - 6/30/2015  
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: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$20.50  
Supplemental Benefit Rate per Hour: \$15.18  
Overtime Supplemental Rate Per Hour: \$16.53

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$21.00  
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: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$22.50  
Supplemental Benefit Rate per Hour: \$18.06  
Overtime Supplemental Rate Per Hour: \$19.47

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$23.00  
Supplemental Benefit Rate per Hour: \$18.56  
Overtime Supplemental Rate Per Hour: \$20.00

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

**Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$27.00  
Supplemental Benefit Rate per Hour: \$20.32  
Overtime Supplemental Rate Per Hour: \$22.01

Effective Period: 5/13/2015 - 6/30/2015  
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: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$26.30  
Supplemental Benefit Rate per Hour: \$19.96  
Overtime Supplemental Rate Per Hour: \$21.61

Effective Period: 5/13/2015 - 6/30/2015  
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)

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**ELEVATOR CONSTRUCTOR  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.46

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$26.94

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

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.86

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.35

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$26.66

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.17

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.46

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.00

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$24.85

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$26.87

**Elevator Service/Modernization Mechanic (Second Year)**

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

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$25.24

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$27.27

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$26.02

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$28.08

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$26.81

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$28.89

(Local #1)

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**ENGINEER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.49  
Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$28.11  
Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Third Year**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$20.92  
Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$33.73  
Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

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**ENGINEER - OPERATING**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Operating Engineer - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour 40% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$18.60

**Operating Engineer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$18.60

**Operating Engineer - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$18.60

(Local #14)

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**FLOOR COVERER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Floor Coverer (First Year)**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.25

**Floor Coverer (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.25

**Floor Coverer (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.25

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.25

(Carpenters District Council)

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**GLAZIER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Glazier (First Year)**

Effective Period: 7/1/2014 - 10/31/2014  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$12.97

Effective Period: 11/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$13.12

**Glazier (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$22.25

**Glazier (Third Year)**



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

Effective Period: 7/1/2014 - 10/31/2014  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$24.75

Effective Period: 11/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.10

**Glazier (Fourth Year)**

Effective Period: 7/1/2014 - 10/31/2014  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.87

Effective Period: 11/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.02

(Local #1281)

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**HEAT & FROST INSULATOR  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015  
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: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$20.52**  
Supplemental Benefit Rate per Hour: **\$16.60**

**House Wrecker - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$21.67**  
Supplemental Benefit Rate per Hour: **\$16.60**

**House Wrecker - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$23.27**  
Supplemental Benefit Rate per Hour: **\$16.60**

**House Wrecker - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$25.83**  
Supplemental Benefit Rate per Hour: **\$16.60**

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Iron Worker (Ornamental) - 1st Ten Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: **\$35.15**

**Iron Worker (Ornamental) - 11 -16 Months**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.21

**Iron Worker (Ornamental) - 17 - 22 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.27

**Iron Worker (Ornamental) - 23 - 28 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$39.40

**Iron Worker (Ornamental) - 29 - 36 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.52

(Local #580)

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**IRON WORKER - STRUCTURAL  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$24.98  
Supplemental Benefit Rate per Hour: \$45.53

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$25.58  
Supplemental Benefit Rate per Hour: \$45.53

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$26.18  
Supplemental Benefit Rate per Hour: \$45.53

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

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

(Local #731)

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**MARBLE MECHANICS**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

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

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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

**Polishers & Finishers - Fourth 750 Hours**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 90% of Journeyman's rate

(Local #7)

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**MASON TENDER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$20.99  
Supplemental Benefit Rate per Hour: \$17.86

**Mason Tender - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.14  
Supplemental Benefit Rate per Hour: \$17.86

**Mason Tender - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$23.84  
Supplemental Benefit Rate per Hour: \$17.86

**Mason Tender - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$26.50  
Supplemental Benefit Rate per Hour: \$17.86

(Local #79)

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**METALLIC LATHER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Metallic Lather (First Year -Called Prior to 6/29/11)**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$28.11  
Supplemental Benefit Rate per Hour: \$22.79

**Metallic Lather (Second Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$32.71  
Supplemental Benefit Rate per Hour: \$24.44

**Metallic Lather (Third Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$37.77  
Supplemental Benefit Rate per Hour: \$25.59

**Metallic Lather (First Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$17.71  
Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Second Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.81  
Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Third Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$27.91  
Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

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**MILLWRIGHT**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Millwright (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$26.64

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

Supplemental Benefit Rate per Hour: \$32.84

**Millwright (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.49

Supplemental Benefit Rate per Hour: \$36.18

**Millwright (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.33

Supplemental Benefit Rate per Hour: \$40.66

**Millwright (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.02

Supplemental Benefit Rate per Hour: \$46.24

(Local #740)

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**PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.61

Supplemental Benefit Rate per Hour: \$16.50

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.22

Supplemental Benefit Rate per Hour: \$16.50

(Local #1010)

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

**PAINTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

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**PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

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

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

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**PLASTERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.76

**Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.24

**Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.21

**Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

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

Supplemental Rate Per Hour: \$19.29

**Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.46

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

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

Supplemental Rate Per Hour: \$22.54

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

(Local #530)

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**PLUMBER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

**Plumber - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.87

Supplemental Benefit Rate per Hour: \$11.46

**Plumber - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.97

Supplemental Benefit Rate per Hour: \$11.46

**Plumber - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.82

Supplemental Benefit Rate per Hour: \$11.46

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$30.22

Supplemental Benefit Rate per Hour: \$11.46

**Plumber - Fifth Year: 2nd Six Months**

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$11.46

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Pointer - Waterproofer, Caulker Mechanic - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$4.75

**Pointer - Waterproofer, Caulker Mechanic - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

**Pointer - Waterproofer, Caulker Mechanic - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

**Pointer - Waterproofer, Caulker Mechanic - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

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**ROOFER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

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

**Roofer - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

**Roofer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Roofer - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Roofer - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

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**SHEET METAL WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 25% of Journeyman's rate

Supplemental Rate Per Hour: \$6.15

**Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$16.21

**Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyman's rate

Supplemental Rate Per Hour: \$22.23

**Sheet Metal Worker (31-36 Months)**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$26.16

**Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$28.13

**Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$32.09

**Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$34.07

**Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.03

(Local #28)

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**SIGN ERECTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$5.96

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$6.75

**Sign Erector - Second Year: 1st Six Months**

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$7.55

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$8.34

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.13

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.92

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$10.72

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$11.51

**Sign Erector - Fifth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

**Sign Erector - Sixth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

(Local #137)

## **STEAMFITTER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Steamfitter - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

### **Steamfitter - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

### **Steamfitter - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

### **Steamfitter - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

### **Steamfitter - Fifth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

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## **STONE MASON - SETTER**

**(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)**

### **Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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



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

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

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

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: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

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

**Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate

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

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 100% of Journeyperson's rate

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

(Bricklayers District Council)

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**TAPER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Drywall Taper - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

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

**Drywall Taper - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

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

(Local #1974)

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**TILE LAYER - SETTER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

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**TIMBERPERSON**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

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

**Timberperson - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

**Timberperson - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

**Timberperson - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

**Timberperson - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

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**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). Schedules for future one-year periods will be published annually in the City Record on or about July 1<sup>st</sup> of each succeeding year and on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov).

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**BUILDING CLEANER AND MAINTAINER (OFFICE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**CLEANER (PARKING GARAGE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**DAY CARE SERVICES**

**Day Care Services**

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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**FOOD SERVICE EMPLOYEES**

**Cook**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$16.35

Supplemental Benefit Rate per Hour: \$1.63

**Cafeteria Attendant**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$10.41  
Supplemental Benefit Rate per Hour: \$1.63

**Counter Attendant**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$11.00  
Supplemental Benefit Rate per Hour: \$1.63

**Kitchen Helper / Dishwasher**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$9.99  
Supplemental Benefit Rate per Hour: \$1.63

**Overtime**

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

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**GARDENER**

For the above building service classification, see the Labor Law Section 230 Schedule.

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**HEAD START SERVICES**

**Head Start Services**

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$10.00  
Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

## HEMECARE 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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## SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

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## SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

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## SERVICES TO PERSONS WITH CEREBRAL PALSY

### Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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## TEMPORARY OFFICE SERVICES

### Administrative Assistant

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.29

Supplemental Benefit Rate per Hour: None

### Cashier

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

### Clerk (various)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.82

Supplemental Benefit Rate per Hour: None

### Computer Assistant

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.94

Supplemental Benefit Rate per Hour: None

### Data Entry Operator

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$16.44

Supplemental Benefit Rate per Hour: None

### Receptionist

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.03

Supplemental Benefit Rate per Hour: None

### Secretary (various)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.31

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: None

**Word Processor**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$18.49**

Supplemental Benefit Rate per Hour: None

**Overtime**

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

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

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**WINDOW CLEANER**

For the above building service classification, see the Labor Law Section 230 Schedule.



THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
1 CENTRE STREET ROOM 1120  
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622  
FAX NUMBER: (212) 669-8499

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**



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 2 OF 3**

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*Contractor.*

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

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**APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY**

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*Acting Corporation Counsel*

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

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NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

**VOLUME 2 OF 3**

PROJECT ID: HWPLZ010K

RECONSTRUCTION OF  
FOWLER SQUARE PLAZA

FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE

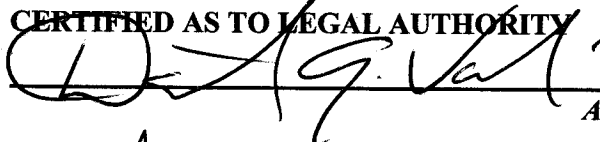
INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

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

Verdugas General Contractors Corp.  
Contractor.

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

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY



Acting Corporation Counsel

*D 4/10/15*

Dated April 10, 2015



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

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

**VOLUME 3 OF 3**

**SCHEDULE A  
ADDENDA NOS. 1 TO 3**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HWPLZ010K**

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA**

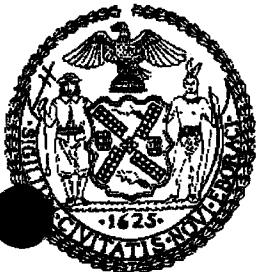
**FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
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LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK**

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

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*URS CORPORATION*

**FEBRUARY 26, 2015**



15-142



## 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](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](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](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](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 Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.

Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

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

## SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

**SCHEDULE A****(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT  
INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<p align="center"><b><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></b></p> <p><u>The Contractor shall obtain a bid security in the amount indicated to the right.</u></p>	<p>See Attachment 1 (page A-1 of the Bid Booklet).</p>
<p align="center"><b><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></b></p> <p><u>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</u></p>	<p>See Attachment 1 (page A-1 of the Bid Booklet).</p>
<p align="center"><b><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></b></p> <p><u>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</u></p>	<p>See Page SA-4</p>
<p align="center"><b><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></b></p> <p><u>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.</u></p>	<p><u>\$900.</u> for each consecutive calendar day over substantial completion time</p>
<p align="center"><b><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></b></p> <p><u>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</u></p>	<p>Not to exceed <u>50</u> % of the Contract price</p>
<p align="center"><b><u>CONTRACT ARTICLE 21. RETAINAGE</u></b></p> <p><u>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</u></p>	<p><u>5</u> % of the value of the Work</p>

<p align="center"><b><u>CONTRACT ARTICLE 22.</u></b> <b><u>(Per Directions Below)</u></b></p>	See pages SA-5 through SA-11
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>DEPOSIT GUARANTEE</u></b></p> <p>As security for the faithful performance of its obligations, the <b>Contractor</b>, upon filing its requisition for payment on <b>Substantial Completion</b>, shall deposit with the <b>Commissioner</b> a sum equal to the percentage of the <b>Contract</b> price indicated to the right.</p>	1% of <b>Contract</b> price
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>PERIOD OF GUARANTEE</u></b></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting
<p align="center"><b><u>CONTRACT ARTICLE 74.</u></b> <b><u>STATEMENT OF WORK</u></b></p> <p>The <b>Contractor</b> shall furnish all labor and materials and perform all <b>Work</b> in strict accordance with the <b>Contract Drawings, Specifications, and all Addenda</b> thereto.</p>	See Contract Article 74
<p align="center"><b><u>CONTRACT ARTICLE 75.</u></b> <b><u>COMPENSATION TO BE PAID TO CONTRACTOR</u></b></p> <p>The <b>City</b> shall pay and the <b>Contractor</b> shall accept in full consideration for the performance of the <b>Contract</b>, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at which the <b>Contract</b> was awarded to the <b>Contractor</b> at a public letting thereof, based upon the <b>Contractor's</b> bid for the <b>Contract</b>.</p>	See Contract Article 75
<p align="center"><b><u>CONTRACT ARTICLE 78.</u></b> <b><u>PARTICIPATION BY MINORITY-OWNED AND</u></b> <b><u>WOMEN-OWNED BUSINESS ENTERPRISES IN CITY</u></b> <b><u>PROCUREMENT</u></b></p>	See M/WBE Utilization Plan in the Bid Booklet

<p align="center"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b>  <b><u>SECTION 6.40</u></b>  <b><u>LIQUIDATED DAMAGES FOR</u></b>  <b><u>ENGINEER'S FIELD OFFICE</u></b></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in <b>Section 6.40 - Engineer's Field Office</b>, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in <b>Section 6.40.5</b>, is not corrected.</p>	<p>\$ <u>250.00</u> for each calendar day of deficiency</p>
<p align="center"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b>  <b><u>SECTION 6.70</u></b>  <b><u>LIQUIDATED DAMAGES FOR</u></b>  <b><u>MAINTENANCE AND PROTECTION OF TRAFFIC</u></b></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"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b>  <b><u>SECTION 7.13</u></b>  <b><u>LIQUIDATED DAMAGES FOR</u></b>  <b><u>MAINTENANCE OF SITE</u></b></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of <b>Section 7.13 - Maintenance of Site</b>, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</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.

<b>Month of Substantial Completion based on the Base Contract Duration</b>	<b>Number of Days of adjustment</b>
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 <b>Contract</b>.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> <li>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37,</li> <li>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the <b>Contract</b> requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity’s name, if known, or the entity’s title (e.g., Project Manager),</li> <li>3. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21<sup>st</sup> Floor, New York, NY 10004, of any material change and/or cancellation.</li> </ol>

<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2</li> <li><input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2</li> <li><input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2</li> <li><input type="checkbox"/> Jones Act Art. 22.1.3</li> <li><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</li> </ul>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p><b>Note:</b> 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, 21<sup>st</sup> Floor, New York, NY 10004.</p>
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<input type="checkbox"/> Builders' Risk	Art. 22.1.4	<p>100 % of total value of <b>Work</b></p> <p><b>Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> 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 <b>Contractor</b> 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"> <li>(1) City of New York, including its officials and employees, and</li> <li>(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.</li> </ol>

<input type="checkbox"/> Contractors Pollution Liability      Art. 22.1.6	<p>\$ <u>5,000,000</u> per occurrence          \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity      Art. 22.1.7(a)	<p>\$ _____ each occurrence          \$ _____ aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance      Art. 22.1.7(b)	<p>\$ _____ per occurrence          \$ _____ aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Marine Pollution Liability      Art. 22.1.7(c)	<p>\$ <u>1,000,000</u> per occurrence          \$ <u>1,000,000</u> aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>

[OTHER]

Art. 22.1.8

■ Railroad Protection Liability Policy

(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:

- 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 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.

\$ 2,000,000 per occurrence

\$ 6,000,000 annual aggregate

Named Insureds:

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>[OTHER] <span style="float: right;">Art. 22.1.8</span></p> <p><input type="checkbox"/> Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>	
<p>[OTHER] <span style="float: right;">Art. 22.1.8</span></p> <p><input checked="" type="checkbox"/> Engineer's Field Office</p> <p><b>Section 6.40, Standard Highway Specifications</b></p>	<p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>
<p>[OTHER] <span style="float: right;">Art. 22.1.8</span></p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p><b>Umbrella/Excess Liability Insurance</b> - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.</p>	



**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

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWPLZ010K

RECONSTRUCTION OF  
FOWLER SQUARE PLAZA

FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

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

ADDENDUM NO. 1

DATED: February 24, 2014

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](mailto:bridgeshold@dot.nyc.gov) for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

**[Added 07-27-2011]**

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics;**  
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe \*.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;  
Substitute the following revised article "a":

"a. All visual components of the sign are in an Adobe \*.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

**[Added 09-27-2012]**

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**  
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";  
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply."

**[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 Kravchuk 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 Grey 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**, 4<sup>th</sup> line;  
Insert in the fourth line, the words "pigment when specified" between the  
words "specifications, including, but not limited to," and "furnishing and installing ...":

27. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**;  
Insert the following two new Items to the list of Item Nos. at the  
bottom of **Subsection 4.05.9**:

"4.05 ACP	REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED)	C.Y.
4.05 AXP	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED)	C.Y."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

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**, 4<sup>th</sup> paragraph, beginning with the words "The Contractor shall maintain the traveled way . . . ;  
Delete the 4<sup>th</sup> 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."



## 3. NEW SECTIONS

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PK-25H	PRECAST CONCRETE PLANTER, 54" ROUND X 20" HEIGHT

SECTION 4.14 E  
Epoxy Coated Steel Reinforcement Bars

4.14E.1. DESCRIPTION. The Contractor shall furnish and install epoxy coated steel reinforcement bars for concrete at the locations shown on the plans and where directed by the Engineer. All work shall be done in accordance with the requirement of Section 4.14 in the NYC Department of Transportation Standard Highway Specifications, with the following modifications and additions:

Steel reinforcement bars shall be epoxy coated and shall conform to the requirements of Article 709.04 - Epoxy Coated Bar Reinforcement, Grade 60, of the current Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering.

Chairs, tie wires, and other devices used to support, position, or fasten the reinforcement shall be made of or coated with a dielectric material. The specific hardware that the Contractor proposes to use shall be approved by the Engineer.

No field bending of bars shall be permitted. Reinforcement shall be carefully formed to the dimensions indicated on the plans. Cold bends shall be made around a pin having a minimum diameter of four (4) or more times the least dimension of the reinforcing bars. Reinforcing bars shall not be bent or straightened in a manner that will injure the material. Bars with kinks or bends not shown on the plans shall not be used.

The Contractor shall be required to field repair damaged areas of the bar coating and to replace bars exhibiting severely damaged coatings. The material used for field repair shall be that supplied by the coating applicator. Field repair shall be required wherever the area of coating is broken, unless otherwise specified or directed. Field repair shall not be allowed on bars which have a total damage area greater than five (5) percent of the surface area of the reinforcing bar. The Engineer shall be the sole judge of the severity of the damaged areas for the purpose of repair or replacement. A reinforcing bar having a coating determined by the Engineer to be severely damaged and not field repairable shall not be incorporated in the work and it shall be removed from the work site. All such bars shall be replaced in kind by the Contractor at no additional cost to the City.

No concrete shall be deposited until the Engineer has inspected the placing of the reinforcing steel and has given permission to place the concrete. All concrete placed in violation of this provision will be rejected and removed at the Contractor's own expense.

*Payment will be made under:*

Item No.	Description	Pay Unit
4.14 E	EPOXY COATED STEEL REINFORCEMENT BARS	LBS.

**SECTION 4.18 RB**

**ROOT BARRIER FABRIC**

**4.18RB.1. INTENT.** This section describes the root barrier fabric to be provided and its installation.

**4.18RB.2. DESCRIPTION.** Under this item, the Contractor shall furnish and install root barrier fabric in accordance with the Contract Drawings. The purpose of the root barrier fabric is to provide a permeable layer which allows water but not soil particles to pass through, and that inhibits growth of roots through the barrier.

**4.18RB.3. MATERIALS.** The root barrier shall be a permeable, heavy-duty, non-woven geotextile with integral, non-toxic root-inhibiting agent, such as "Tex-R® Barrier" manufactured by Texel Inc., St-Elezear-de-Beauce, PQ, Canada, (800)463-8929, [www.texel.qc.ca](http://www.texel.qc.ca); Biobarrier manufactured by Fiberweb, Inc., 1611 Country Road B West #102, Roseville, MN 55113, (651)330-2920, [www.typargeosynthetics.com](http://www.typargeosynthetics.com); Root Shield as supplied by American Wick Drain Corporation, Monroe NC, (800)242-9425, [www.americanwick.com](http://www.americanwick.com); or an approved equivalent.

Adhesive shall be a heavy-duty, construction-grade, weather-resistant, rubber-based adhesive, such as Liquid Nails for Outdoor Carpet (LN-400); Macco Outdoor Carpet and Turf Adhesive (AW-40); or an approved equivalent adhesive.

**4.18RB.4. SUBMITTALS.** Provide product data sheet, including catalog cuts and installation instructions for both root barrier fabric and adhesive, and a minimum 4"x 4" sample of root barrier fabric material, for approval by the Engineer.

**4.18RB.5. METHODS.** Root barrier fabric shall be placed as shown on the Contract Drawings and in accordance with the manufacturer's instructions and the directions of the Engineer. Fabric shall overlap a minimum of four (4") inches and shall be secured by a liquid adhesive as specified above. Adhesion shall occur in a continuous line with no gaps in between. Installation shall be supervised by the Engineer.

Install root barrier over cleanly-prepared excavation free of objects which may puncture barrier, to minimum depths as defined in drawings. Care shall be taken in excavation and backfilling over subway structure in conformance with requirements of Item 6.02 XSCW, **INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES**, and Item 6.02 XHEC, **INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS**, as applicable.

Backfilling shall be done under Item 4.15 SS, **STRUCTURAL SOIL FOUNDATION MATERIAL**, unless otherwise specified or directed.

**4.18RB.6. MEASUREMENT.** The quantity of Root Barrier Fabric to be measured for payment shall be the number of square yards actually installed in place to the satisfaction of the Engineer, computed between the limits shown on the plans or within the limits established in writing by the Engineer prior to performing the work. No quantity will be included for material used for repair of tears or for material used at the overlaps.

**4.18RB.7. PRICE TO COVER.** The unit price bid per square yard for ROOT BARRIER FABRIC shall include the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals necessary to complete the work including, but not limited, to the cost of preparing the surface upon which the Root Barrier Fabric is placed; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment for excavation and backfilling will be made under the appropriately scheduled items.

*Payment will be made under:*

Item No.	Item	Pay Unit
4.18 RB	ROOT BARRIER FABRIC	S.Y.

**SECTION 4.18 RP**  
**Root Pruning**

**4.18RP.1. INTENT.** This section describes the root pruning of existing trees to remain in place where excavation is necessary to permit certain construction.

**4.18RP.2. DESCRIPTION.** The Contractor shall root prune designated trees as shown on Contract Drawings and in accordance with the specification. Root pruning shall be completed by a Certified Arborist meeting the requirements of this section, under permit issued by the New York City Department of Parks and Recreation (D.P.R.) which may be obtained from the Borough's Forestry Office.

**4.18RP.3. GENERAL**

- (A) Follow the procedures in the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.31.**
- (B) Meet all applicable requirements of ANSI A300, Standards for Tree Care Operations.

**4.18RP.4. QUALITY CONTROL.**

- (A) The following companies are approved to perform this work:
  - 1. Asplundh Tree Expert Co., 708 Blair Mill Road, Willow Grove, PA 19090, Phone: 1-800-248-TREE, e-mail: info@asplundh.com;
  - 2. The Davey Tree Expert Company, 1500 N. Mantua St., P.O. Box 5193, Kent, OH 44240, Phone: 800-445-TREE;
  - 3. The F.A. Bartlett Tree Expert Company, 1290 East Main Street, Stamford, CT 06902, Phone: 203-323-1131, Fax: 203-353-0808, e-mail: www.bartlett.com; or,
  - 4. An approved equivalent with the following qualifications:
    - a. Proof of three (3) years of non-utility pruning experience or I.S.A. certification with documented non-utility pruning experience.
    - b. Proof of successfully performing at least three (3) separate root pruning operations of similar scope.
    - c. Documentation of eight (8) hours of required education or I.S.A. certification.
    - d. Name, address and phone number for three (3) professional references associated with non-utility pruning work performed within the past three (3) years.
    - e. State Certification - The Contractor must submit a copy of a valid Compliance Agreement issued by the

State of New York Department of Agriculture and  
Markets, Division of Plant Industry.

- (B) All work must be executed by the root pruning Contractor's Certified Arborist as specified in Subsection 4.18RP.5, below.

**4.18RP.5. MATERIALS AND METHODS.**

(A) GENERAL

The Contractor and/or subcontractors shall be certified by the New York State Department of Agriculture & Markets to perform work within the Asian Longhorned Beetle Quarantine Zone. The Contractor must review and abide by the description of the quarantine and compliance agreements as presented in the publication entitled Part 139 of the New York State Department of Agriculture & Markets law. Full information can be obtained from Federal and State Pest Control personnel. Quarantine areas, for the purpose of this contract shall be defined as all five Boroughs of New York City.

All root pruning must be executed by the certified Arborist trained in proper root pruning techniques, pruning, tree biology, diagnosis and treatment of plant diseases, cabling and bracing, and transplanting. The root pruning contractor or subcontractor shall have a minimum of three (3) years experience performing at least three separate successful root pruning operations of similar scope, as well as documentation of eight (8) hours of education in any combination of the specialties listed above. Certification by the International Society of Arboriculture (I.S.A.), Champaign, Illinois, shall be considered proof of the requisite education requirements. Documentation of root pruning experience shall be provided to the Engineer for approval prior to performing any root pruning work.

(B) EQUIPMENT

All tools used and methods employed shall be as approved by the Engineer. The cutting surfaces of all tools, the soles of workmen's shoes and other objects coming into contact with the tree shall be washed with an approved disinfectant at the start of any work on a tree to prevent the spread of plant diseases.

(C) ROOT PRUNING

1. The extent of root pruning, the proximity to the base of the tree, the tree's age and current condition, the species' tolerance, time of year, and other factors have a profound effect on how root pruning will impact a tree's health, structural integrity and safety. Each root pruning operation must be carefully reviewed, evaluated and executed by the Contractor's Certified Arborist.
2. Root prune trees when, and only when, roots are damaged,

exposed and/or in conflict with unavoidable construction activities and approval has been granted.

3. To minimize root pruning impacts, a tree assessment shall be conducted by the Contractor's Certified Arborist prior to pruning. Both tree and site conditions need to be evaluated to determine the potential for injury and structural stability loss. The tree assessment shall list the species proposed for root pruning, the size in caliper of each tree, the final root pruning trench diameter, and the critical root zone diameter which shall be provided to the Engineer for his approval.
4. Root pruning of the tree shall be executed as follows:
  - a. Root pruning shall occur during the spring or fall dormant season, as appropriate for the species.
  - b. The final location of root pruning trenches: Prior to root pruning, the Contractor / Subcontractor shall lay out with a chalk line or paint the line of root pruning for approval by the Certified Arborist.
  - c. Machine excavation may occur to a point no closer than two feet to the line of root pruning in a manner that prevents the lifting, tearing, or damage of roots beyond the excavation. Air or hand excavate the remaining distance to expose roots intact.
  - d. Prune roots cleanly using a sharp pruning instrument, such as a balling spade or other appropriate tools. Prune roots cleanly perpendicular to the length of the root. Do not tear bark or leave frayed edges.
  - e. Root prune to the depth of disturbance where roots are present.
  - f. Immediately cover the pruned root(s) with soil or several layers of moistened burlap to prevent drying. Continuously maintain the covering in a moist (not wet) condition until the necessary construction work is completed.
  - g. During the process of root pruning, excavation of earth shall be minimized. Backfill the root pruning trenches with the same excavated soil as soon as possible.
  - h. At the conclusion of root pruning, the Contractor shall fertilize the entire tree with biostimulants as determined by the Contractor's Certified Arborist.
  - i. The Contractor shall water the tree weekly for three months following the root pruning operations, then twice a month for the next three months, and finally, on a monthly basis for the next three months. The Contractor's responsibilities for watering the tree shall end after nine (9) months. Provide the equivalent of 1-inch of water distributed evenly over the tree's critical root zone.
  - j. The Contractor shall be liable for any and all damage caused by root pruning operations to adjacent or nearby trees, plants and other growth, features and other real property. All damaged trees, plants, other growth

features and other real property, and vehicles shall be replaced or restored or provided for to their original condition to the satisfaction of the Engineer.

(D) CLEANING AND DISPOSAL

All pruned materials and all other debris shall be removed from the site within 24 hours, and disposed of as directed by the Engineer.

**4.18RP.6. MEASUREMENT.** The quantity to be measured for payment shall be a unit price per each tree root pruned to the satisfaction of the Engineer.

**4.18RP.7. PRICE TO COVER.** The contract price for Root Pruning shall be a unit price per each tree root pruned and shall cover the cost of all labor, materials, plant equipment, inspection, insurance, and incidentals required to complete the work including, but not limited to, excavation and backfilling, watering and fertilizing the tree; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

**4.18RP.8. PAYMENT SCHEDULE.** The Contractor will be paid at the following rates for the different size groups of trees root pruned, based on the linear foot price for root pruning a tree 6" to 12" DBH (base unit).

<u>TREE DBH</u>	<u>TREE UNITS</u>	<u>PAYMENT PER TREE ROOT PRUNED</u>
Over 6" to 12"	1.0 (base unit)	100% of unit bid price
Over 12" to 18"	1.25	125% of unit bid price
Over 18" to 24"	1.5	150% of unit bid price
Over 24" to 30"	2.0	200% of unit bid price
Over 30" to 36"	2.5	250% of unit bid price

*Payment will be made under:*

Item No.	Item	Pay Unit
4.18 RP	ROOT PRUNING	EACH



**SECTION 4.23 TAD**  
**Tree Pit Aeration Drain**

**4.23TAD.1. INTENT.** This section describes the construction and installation of the tree pit aeration drain at locations indicated in the Contract Drawings.

**4.23TAD.2. DESCRIPTION.** Under this item, the Contractor shall provide all labor, materials, equipment and services required to furnish and install 8-1/2" inch diameter round drain to be used as a tree pit aeration drain in accordance with the Contract Drawings, the specifications and direction of the Engineer.

**4.23TAD.3. MATERIALS.**

(A) Floor Drain: Provide the tree pit aeration drain as follows:

1. Description: Round, medium-duty, cast iron floor drain with cast iron drain body and 4" outlet.
2. Frame Diameter: 8 inches minimum, 9 inches maximum.
2. Grate Attachment: vandal-proof.
3. Open Surface Area: 14 square inches minimum.
4. Finish: coated cast iron.

(B) Manufactured Products: Subject to compliance with the requirements herein, the floor drain shall be one of the following products:

1. Jay R. Smith Mfg. Co.  
PO Box 3237  
Montgomery, Alabama 36109  
Phone: (334) 277-8520  
Website: [www.jrsmith.com](http://www.jrsmith.com)  
Product: #2270
2. Wade Division, Tyler Pipe  
11910 CR 492  
Tyler, TX 75706  
Phone: (800) 527-8478  
Website: [www.wadedrains.com/](http://www.wadedrains.com/)  
Product: #1644
3. Watts  
100 Watts Road  
Spindale, NC 28160  
Phone: (800) 338-2581  
Website: [www.watts.com](http://www.watts.com)  
Product: #FD-320-Y

4. Or an approved equivalent.
- (C) Concrete: Drains shall be installed in concrete conforming to the NYC DOT Standard Highway Specification, Section 4.04 - Concrete Base for Pavement.
- (D) Submittals:
1. Comply with applicable Contract Submittal Procedures in the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Sections 1.06.13.** and **1.06.31.**
  2. Product Data: Submit manufacturer's product data, including installation instructions.
  3. Shop Drawings: Submit manufacturer's shop drawings, indicating materials, components, and dimensions to the Engineer for approval. No installation work shall begin until said approval has been obtained.
  4. Warranty: Submit manufacturer's standard warranty.

**4.23TAD.4. METHODS.**

(A) Delivery, Storage and Handling:

1. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
2. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions.
3. Handling: Protect materials during handling and installation to prevent damage.

(B) Examination:

1. Engineer shall examine areas to receive drain and confirm that areas are acceptable for installation. Notify Engineer if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected to the satisfaction of the Engineer.

(C) Installation:

1. Install drain in accordance with manufacturer's instructions at locations indicated on the Contract Drawings.
2. Install drains level and to proper elevation as indicated in the Contract Drawings.

3. Install and mask off drain before placing concrete foundation and backfill.
4. Protect installed drain from damage during construction.

**4.23TAD.5. MEASUREMENT.** The quantity of TREE PIT AERATION DRAIN to be measured for payment shall be the number of EACH drain satisfactorily installed at the site, as shown on the Contract Drawings.

**4.23TAD.6. PRICE TO COVER.** The price bid for TREE PIT AERATION DRAIN shall be a unit price per EACH and shall include the cost of all labor, materials, equipment, insurance, and incidental expenses necessary to complete the work including, but not limited to, furnishing, delivering and installing the 8-1/2 inch diameter round cast iron drain, with hinged grate and sediment bucket, pipe connections as necessary, furnishing and placing concrete foundation and backfill; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment for furnishing and installing perforated pipe and excavation and backfilling will be made under other contract items as appropriate.

*Payment will be made under:*

Item No.	Item	Pay Unit
4.23 TAD	TREE PIT AERATION DRAIN	EACH

**SECTION 6.02 PA**  
**Pneumatic Excavation Around Trees**

**6.02PA.1. INTENT.** This Section describes the excavation of trenches to be performed pneumatically around existing trees to remain.

**6.02PA.2. DESCRIPTION.** The Contractor shall perform pneumatic excavation work at locations where trees existing within the work area are required to remain. This work requires the Contractor to protect tree roots during excavation and implement, as needed, a temporary excavation support system. Work covered under this section shall be performed at the locations indicated on the Contract Drawings, in accordance with the specification, and as directed by the Engineer, in consultation with and under the supervision of Tree Consultant (Item 4.21).

**6.02PA.3. SUBMITTALS.** Follow the procedures in the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.31.**

- (A) **Qualifications:** Submit letter documenting prior experience of Contractor performing pneumatic excavation.
- (B) **Shop drawings:** Where required, the Contractor shall submit design shop drawings for any temporary excavation support system to be used during the pneumatic excavation work. The shop drawings shall be prepared, signed, and sealed by a Professional Engineer currently licensed in the State of New York. The shop drawings shall be submitted to the Engineer at least two (2) weeks before commencement of excavation. Excavation work may not commence until the shop drawings are approved by the Engineer.

**6.02PA.4. QUALITY CONTROL**

- (A) **OPERATOR QUALIFICATIONS:** The Contractor or Subcontractor performing this excavation work shall have at least one year of documented experience operating the pneumatic excavation tool in conjunction with related equipment as described herein.
- (B) **TREE CONSULTANT:** Unless otherwise directed by the Engineer, all pneumatic excavation work shall be performed under the direction of the Engineer, in consultation with the Tree Consultant (Item 4.21), also referred to in the drawings as the Consulting Arborist.
- (C) **PRE-PNEUMATIC EXCAVATION MEETING:** Prior to the start of such excavation, the Contractor and its approved Operator for pneumatic excavation shall attend a meeting arranged by the Engineer, with the Tree Consultant (Item 4.21) and other parties as appropriate, to review the requirements of this item including the schedule of operations, the mandatory presence of the Tree

Consultant, safety measures, reporting, etc. The Contractor is required to submit a schedule of his anticipated pneumatic excavations at this meeting.

**6.02PA.5. MATERIALS**

Materials shall meet the following requirements, as modified by any supplemental landscape specifications or special notes included in the contract documents. Where indicated, reference shall be to the latest revision/edition of Standard Specifications of the New York State Department of Transportation (NYSDOTSS):

(A) PNEUMATIC EXCAVATING TOOL. Excavation shall be performed through the use of a pneumatic excavation tool with the following requirements:

(1) The high air velocity excavation tool shall be specifically designed to fracture, pulverize, and displace porous and semi-porous soils without harming or causing damage to tree roots, existing subsurface utilities or other non-porous objects.

(2) The Contractor shall submit catalog cuts from the manufacturer verifying that the Pneumatic excavation tool meets the following criteria:

Rated Operating Pressure: 6.2 - 7.0 bar  
Air Stream Velocity at Cutting Head: 2,200 - 2,500 km/hr  
Air Displacement: 4,000 - 5,000 L/min

(B) AIR COMPRESSOR. The air compressor may be either a portable or truck-mounted unit and shall be adequately sized as required to power the pneumatic excavation tool in accordance with the manufacturer's recommendations for the pneumatic excavating tool.

(C) VACUUM TRUCK. A vacuum truck should be used to collect excavated spoil directly from the trench or pit.

(D) CONTAINMENT STRUCTURE. To prevent the spread of excavated soil onto adjacent roadways and areas beyond the designated work zone limits, the Contractor shall provide a mobile structure or barrier to contain the material dislodged by the pneumatic excavation tool from the trench or pit. Timber or corrugated metal shields, tents supported on tubular frames or other structures as approved by the Engineer may be used.

(E) ROOT PROTECTION. The following are required for root protection:

<u>Item</u>	<u>NYSDOTSS Articles</u>
Quilted Covers	711-02
Burlap	711-06

**6.02PA.6. METHODS.** The work shall be performed where shown on the Contract Drawings and as directed by the Engineer.

- (A) **RESPONSIBILITIES OF THE CONTRACTOR:** Prior to bidding, the Contractor shall examine the site and available information, and formulate methods of construction that will not result in any damage to existing trees during excavation. In any event, the Contractor will be held liable for irreparable and/or irreversible damage to any trees harmed due to the Contractor's methods and shall replace those trees as directed by the Department of Parks and Recreation, at no additional cost to the City.
- (B) **WORK SITE SAFETY:** In addition to the Department of Design and Construction's Safety Requirements policy and responsibilities, the pneumatic excavation shall be performed in accordance with the manufacturer's operating instructions. The Contractor shall be responsible to provide adequate equipment and perform pneumatic excavation techniques properly to preclude movement of any air-borne soils onto adjacent roadways or other areas beyond the designated work zone limits. Failure to contain and/or collect the excavated soil will result in the immediate termination of pneumatic excavation until soil containment and/or collection procedures are determined adequate by the Engineer. The Contractor shall keep the public at a safe distance from the work zone at all times by means approved by the Engineer.
- (C) **DUST CONTROL:** The work area shall be watered thoroughly at least twenty-four (24) hours in advance of, but no more than forty-eight (48) hours, prior to the start of any pneumatic excavation in order to reduce the incidence of airborne dust resulting from the pneumatic excavation operation.
- (D) **EXCAVATION - GENERAL:** All excavation using the pneumatic excavation tool shall be performed in accordance with the manufacturer's recommendations in order to remove soil without causing damage to the roots of trees, buried structures, and/or utilities either in or adjacent to the excavation. The Contractor shall excavate within limits designated for pneumatic excavation shown on the Contract Drawings or as directed by the Engineer, in consultation with the Tree Consultant (Item 4.21), using the pneumatic excavating tool. When working near utilities, the Contractor shall be responsible to locate underground facilities as required under 16 NYCRR Part 753 and **Section 1.06.28** of the NYC Department of Transportation's Standard Highway Specifications.
- (E) **EXCAVATION - TEMPORARY EXCAVATION SUPPORT SYSTEM:** Approved sheeting and bracing shall be used where necessary to support the sides of the excavation, in order to: prevent damage to subsurface structures and adjacent buildings; safeguard persons and property; minimize inconvenience to traffic and the public;

protect the structure to be installed; support the adjacent tree(s); and, provide suitable and safe working conditions. Except as otherwise provided, deviations from the above will be permitted only where, in the judgment of the Engineer, such exception will not result in any of the hazards described above.

In cases where sheeting and bracing will not adequately protect adjacent structures from damage and settlement, the Contractor will be required to use such measures as are necessary to safely support and maintain adjacent and abutting property and structures, support the tree without causing damage to the tree, and to maintain the work safe to life, limb, and property.

All sheeting and bracing systems that the Contractor elects to use or that are ordered to use by the Engineer shall comply with the requirements of **Section 40.05, "SHEETING AND BRACING,"** of the NYCDEP, Standard Sewer and Water Main Specifications, and must receive the approvals stated therein.

Unless otherwise specified in the Contract Drawings or these Specifications or specifically permitted in writing by the Engineer, the Contractor shall be required to withdraw and remove all sheeting and bracing simultaneously with the backfilling of the excavation.

- (F) **ROOT PROTECTION:** The Contractor shall place wet burlap or cotton mats upon both the fibrous and structural roots immediately after they have been exposed by the pneumatic excavating tool. The burlap or cotton covering may be removed to perform inspection or construction operations, but the Contractor shall be required to keep the burlap or cotton towels wet and the roots moist until backfilling is complete.

The Engineer shall be immediately informed of any damaged tree roots. No tree roots may be pruned except as specifically authorized by the Tree Consultant (Item 4.21). In case the concentration of roots obstructs the placement of utilities, footings or other structures, limited pruning may be necessary as directed by the Tree Consultant (Item 4.21). Tree roots in excess of one (1) inch in diameter, measured at the edge of the excavation, shall be cut cleanly at the edge of excavation using a sharp cutting tool. All root pruning shall be performed under the direction of the Tree Consultant (Item 4.21).

- (G) **TREE CONDITION REPORT:** The Contractor shall supply the Tree Consultant (Item 4.21) with information as needed for the Tree Consultant to prepare periodic reports to the Engineer summarizing the number, type and condition of trees adjacent to each area of pneumatic excavation. These reports shall also indicate the duration of open excavation and identify any root damage and mitigation actions taken.

(H) BACKFILLING: Refer to Section 6.02 PB "Backfilling Around Trees", herein this Addendum No. 1, for the requirements and procedures for backfilling excavated areas.

**6.02PA.7. MEASUREMENT.**

The quantity to be measured for payment hereunder shall be the number of cubic yards of soil and fill material removed by pneumatic excavation, completed, as described herein and to the satisfaction of the Engineer. The volume to be obtained by vehicle measurement.

In determining the vehicle measurement, only water level loads that have been raked by the Contractor to a flat exposed surface will be accepted by the Engineer and no allowance will be made for any crown or peak of the load.

**6.02PA.8. PRICE TO COVER.**

The contract price bid for "PNEUMATIC EXCAVATION AROUND TREES" shall be a unit price per cubic yard of material excavated as described herein, at the locations and to the limits indicated on the Contract Drawings or directed by the Engineer, in consultation with the Tree Consultant (Item 4.21). The unit price bid shall include the cost of all labor, materials, plant, equipment, professional engineering design services, insurance, and all other work incidental thereto needed to perform the excavation work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer. Disposal of excess and unsuitable (excluding contaminated) materials shall also be deemed included in the unit price bid for this Item 6.02 PA "PNEUMATIC EXCAVATION AROUND TREES."

No separate payment will be made for replacement trees required by NYCDPR that the Contractor shall acquire and plant as a result of damage to trees caused by the Contractor's excavation methods.

*Payment will be made under:*

Item No.	Item	Pay Unit
6.02 PA	PNEUMATIC EXCAVATION AROUND TREES	C.Y.



**SECTION 6.02 PB  
BACKFILLING AROUND TREES**

**6.02PB.1. INTENT.** This Section describes the materials and methods for backfilling excavation trenches around existing trees to remain.

**6.02PB.2. DESCRIPTION.** The Contractor shall be required to backfill pneumatically excavated trenches around existing trees to remain. This work requires the Contractor to protect existing tree roots and minimize grade changes around trees. Work covered under this section shall be performed at the locations indicated on the Contract Drawings, in accordance with the contract documents, and as directed by the Engineer, in consultation with and under the supervision of Tree Consultant (Item 4.21).

**6.02PB.3. SUBMITTALS.** All submittals shall be as per the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.31.**

- (A) Proposed Samples and Test Results: The Contractor shall submit two (2) one pound (1 lb.) bags of compost to the Engineer, with the testing report attached, for approval prior to delivering material to the site.
- (B) The Contractor, at the direction and discretion of the Engineer, shall furnish a certified report of an approved analytical chemist showing the mechanical and chemical analysis of representative samples of the compost they propose to use. All samples are to be taken by the Contractor and delivered to the Laboratory. The price bid shall include laboratory and inspection charges.
- (C) No compost shall be delivered to the site until the Engineer has approved the samples, but such approval shall not constitute final acceptance. The Engineer reserves the right to reject, on or after delivery, any material which does not, in the Engineer's opinion, meet these specifications. When compost is stored on the job, it shall be done as directed by the Engineer.
- (D) The Contractor shall provide certification for the mycorrhizal fungi product.

**6.02PB.4. QUALITY CONTROL**

- (A) TREE CONSULTANT: Unless otherwise directed by the Engineer, all backfilling shall be performed under the direction of the Engineer, in consultation with the Tree Consultant (Item 4.21), also referred to in the Contract Drawings as the Consulting Arborist.

All work limits to be determined in the field by the Tree Consultant.

- (D) **PRE-BACKFILLING MEETING:** Prior to the start of backfilling, the Contractor and its approved Operator for backfilling shall attend a meeting arranged by the Engineer, with the Tree Consultant (Item 4.21) and other parties as appropriate, to review the required composition of backfill material, the necessity of maintaining the existing grade, the mandatory presence of the Tree Consultant, safety measures, etc.

No staging or storage of equipment or materials shall occur within the tree protection zone of the project.

#### **6.02PB.4. RESPONSIBILITIES OF THE CONTRACTOR.**

Prior to bidding, the Contractor shall examine the site and formulate methods and equipment that will not result in any damage to existing trees during backfilling operations. In any event, the Contractor will be held liable for irreparable and/or irreversible damage to any trees harmed due to the Contractor's methods and shall replace those trees as directed by the Department of Parks and Recreation, at no additional cost to the City.

#### **6.02PB.5. MATERIALS.**

Backfill material shall be composed of 50% compost, mycorrhizal fungi, and 50% excavated soil (from Item No. 6.02PB - Pneumatic Excavation Around Trees). Materials must meet the following requirements, as modified by any supplemental landscape specifications or special notes included in the contract drawings. Materials shall be thoroughly mixed before spreading, to the satisfaction of the Engineer.

- (A) **COMPOST.** Compost shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens, stones, lumps, or similar objects larger than two inches in greatest diameter, as well as roots, brush and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, composted leaves that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%). Compost shall have a minimum of twenty-five (25%) to a maximum of fifty percent (50%) organic material.

Compost shall be from Long Island Compost, Islip, NY; or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ; or

Agresoil compost by Agresource, Inc. Amesbury, MA; or an approved equivalent.

Compost available from NYC Department of Sanitation may be acceptable for purposes of this specification. See [www.nyc.gov/sanitation](http://www.nyc.gov/sanitation) or [www.nyccompost.org](http://www.nyccompost.org) for pick-up sites.

Organic biosolids are not acceptable under this specification.

No compost shall be delivered in a frozen or muddy condition.

- (B) MYCORRHIZAL FUNGHI INCOULANT. Fungi shall be high quality mycorrhizal product from an approved source. Mycorrhizal fungi inoculants shall be applied by means of a three ounce (3 oz.) premeasured dry formulation packet, such as Mycor Tree Saver Transplant®, as manufactured by Plant Health Care, Inc., Pittsburgh, PA; Rhizanova Tree Transplant, as manufactured by Becker Underwood, Inc., Ames, IA; DIEHARD®, as manufactured by Horticultural Alliance and distributed through Atlantic Irrigation, White Plains, NY; or, an approved equivalent. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: *Entrophospora Columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus sp.*; seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi, including: *Pisolithus tinctorius*; biostimulants including *Yucca schidigera* extract; soluble sea kelp derived from *Ascophyllum nodosum*; humic acids; and acrylamide copolymer gel as a water absorbent medium.

Mycorrhizal innoculant should be used for planting trees, woody shrubs, and woody groundcovers only; it not needed for herbaceous material. Mycorrhizal fungi inoculants shall be added to the top six (6) to eight (8") inches of backfill soil in each planting pit and thoroughly mixed to distribute the inoculants. The opened packets shall be given to the Engineer at the end of the day. Mycorrhizal inoculants is a dated material and must be used before it expires.

The material shall be applied according to the following chart:

<u>Size of rootball</u>	<u>Ounces per tree</u>
20"	6
30"	9
36"	12
42"	12

- (C) EXCAVATED SOIL. Excavated soil should be stored on site in a mobile structure or protected by barriers and tents.

If recapture of excavated soil is less than 50% for the backfill of trenches, the difference shall be made up with additional topsoil. If recapture of excavated soil is more than 50% for the

backfill of trenches, the excess soil shall be removed from the site or reused as directed by the Engineer.

**6.02PB.6. BACKFILL PROCEDURES.**

- (A) **WORK SITE SAFETY:** The Contractor shall be responsible to provide adequate equipment and perform backfilling operations properly to preclude movement of any air-borne soils onto adjacent roadways or other areas beyond the designated work zone limits. Failure to contain and/or collect the soil will result in the immediate termination of backfilling operations until soil containment and/or collection procedures are determined adequate by the Engineer. The Contractor shall keep the public at a safe distance from the work zone at all times by means approved by the Engineer.
- (B) **DUST CONTROL:** The work area shall be watered thoroughly at least twenty-four (24) hours in advance of, but no more than forty-eight (48) hours, prior to the start of any backfilling in order to reduce the incidence of airborne dust.
- (C) **BACKFILLING - GENERAL:** The Contractor shall backfill within limits designated shown on the Contract Plans or as directed by the Engineer, in consultation with and under direct supervision of the Tree Consultant (Item 4.21).

No backfill material shall be handled when, in the opinion of the Tree Consultant, is too wet. Place and spread approved backfill in dry weather on dry unfrozen grade. Ensure that all lumps are broken up and surface is smooth.

- (D) **ROOT PROTECTION:** Roots should be protected by wet burlap or cotton mats upon exposure from excavation. The burlap or cotton covering may be removed to perform inspection or construction operations, but the Contractor shall be required to keep the burlap or cotton towels wet and the roots moist until backfilling is complete.

The Engineer shall be immediately informed of any damaged tree roots. No tree roots may be pruned except as specifically authorized by the Tree Consultant (Item 4.21). In case the concentration of roots obstructs the placement of utilities, footings or other structures, limited pruning may be necessary as directed by the Tree Consultant (Item 4.21). Tree roots in excess of one (1) inch in diameter, measured at the edge of the excavation, shall be cut cleanly at the edge of excavation using a sharp cutting tool. All root pruning shall be performed under the direction of the Tree Consultant (Item 4.21).

- (E) **TREE CONDITION REPORT:** The Contractor shall supply the Tree Consultant (Item 4.21) with information as needed to prepare

periodic reports to the Engineer summarizing the number, type, and condition of trees impacted by backfilling operation. These reports shall also indicate the duration of open excavation and identify any root damage and mitigation actions taken.

**6.02PB.7. MEASUREMENT.**

The quantity to be measured for payment hereunder shall be the number of cubic yards of soil and fill material added by backfilling, completed, as described herein and to the satisfaction of the Engineer. The volume to be obtained by vehicle measurement.

In determining the vehicle measurement, only water level loads that have been raked by the Contractor to a flat exposed surface will be accepted by the Engineer and no allowance will be made for any crown or peak of the load.

**6.02PB.8. PRICE TO COVER.**

The contract price for "BACKFILLING AROUND TREES" shall be the unit price bid per cubic yard of material added as described herein, at the locations and to the limits indicated on the Contract Drawings or directed by the Engineer, in consultation with the Tree Consultant (Item 4.21). The unit price bid shall include the cost of all labor, materials, equipment, professional engineering design services, insurance, and all other work incidental thereto needed to perform the backfilling work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer. Disposal of excess and unsuitable (excluding contaminated) materials shall also be deemed included in the unit price bid for Item 6.02 PB "BACKFILLING AROUND TREES."

No separate payment will be made for replacement trees required by NYCDPR that the Contractor shall acquire and plant as a result of damage to trees caused by the Contractor's excavation methods.

*Payment will be made under:*

Item No.	Item	Pay Unit
6.02 PB	BACKFILLING AROUND TREES	C.Y.

**SECTION 6.06 ADA  
FURNISHING AND INSTALLING ADA COMPLIANT GRANITE BLOCK PAVEMENT**

**6.06ADA.1. INTENT.** This section describes the laying of ADA compliant Granite Block Pavement.

**6.06ADA.2. DESCRIPTION.** Under this section, the Contractor shall be required to furnish and install granite block pavement on a concrete base in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

**6.06ADA.3. MATERIALS.** Materials shall comply with the following NYC Department of Transportation's Standard Highway Specifications requirements, unless otherwise specified:

- (A) Granite Block - as per **Section 2.06**, Grade 1, except that the top surface shall be saw cut flat and have a thermal finish; the bottom shall be relatively smooth surface to accommodate a full setting bed free of voids; and, edges shall be split.

Granite blocks shall be of the following dimensions and the specifications below supersede those of **Section 2.06**

1. Color: Iridian
2. Dimensions
  - a. Thickness: 4-1/8", thickness tolerance is  $\pm 1/4$ "
  - b. Width: 5", width tolerance is  $\pm 1/4$ "
  - c. Length: 10", length tolerance is  $\pm 1/4$ "
  - d. Topface dimension tolerance:  $\pm 1/4$ "
3. Finish
  - a. Top Surface: Thermal / Flamed-Highly slip-resistant, rough-textured surface
  - b. Bottom Surface: Surface may be sawn or thermal
  - c. Edge: Edges are split in a straightline with a hydraulic guillotine. The resulting edge is straight, but broken along the natural grain structure of the stone, resulting in concave and convex areas along the edge.
4. Technical Information
  - a. ASTM C97: Density 165 lbs/ft<sup>3</sup> min.; Absorption 0.40% max.
  - b. ASTM C170: Compressive strength 19,000 PSI min.
  - c. ASTM C99: Modulus of Rupture 1,500 PSI min.
  - d. ASTM C241: Abrasion Resistance H<sub>A</sub>25 min.
  - e. ASTM C880: Flexural Strength 1,200 PSI min.
5. Suppliers
  - a. Coldspring  
17482 Granite Road West  
Cold Spring, MN 56320

- Phone: (800) 328-5040
- b. Furlong & Lee Stone Sales, Inc.  
40 West 37<sup>th</sup> Street, Suite 900  
New York, NY 10018  
Phone: (212) 986-3828
- c. Granicor Inc.  
300, rue de Rotterdam  
Saint-Augustin, Québec  
Canada G3A 1T4  
Phone: (418) 878-3530
- d. Or an approved equivalent

- (B) Cement-grout Joint Filler - as per **Section 3.06**, Type 2.
- (C) Mortar Bed and Mortar - shall conform to ASTM Designation C270, Type N, 750 psi Average Compressive Strength at 28 days. Mix shall consist of one (1) part Portland Cement and a maximum of two (2) parts sand with not more than five (5%) percent of the cement content of hydrated lime.
- (D) Sand - as per **Section 2.21**, Type 1A or 2A
- (E) Caulk / Expansion Joints
1. Joint filler material shall be an approved premolded non-bituminous material, compatible with backer rod and sealant.
  2. Backer rod shall be closed cell polyethylene backer rod.
  3. Sealant at horizontal surfaces shall be "Sonolastic NP II" two-part elastomeric polyurethane, or approved equivalent type by Sika or Pecora, or approved equivalent. Color shall be as selected from a full range of manufacturer's colors by the Engineer, at no additional cost regardless of color selected, taking into account appearance in both wet and dry conditions.
- (F) Slip-Sheet - shall be 3 millimeter thickness polyethylene, conforming to ASTM D4801: Standard Specification for Polyethylene Sheeting in Thickness of 0.25mm and Greater

**6.06ADA.4. SUBMITTALS.**

- (A) Schedule: The Contractor shall submit a work schedule and advise of anticipated lead-times for material delivery to the site.
- (B) Samples: The Contractor shall furnish, for approval by the Engineer,

1. Two (2) samples of 4"x4"x1-1/2" granite blocks before starting work. Blocks used in the work shall conform to the approved samples, in the opinion of the Engineer.
2. A material sample of sealant material showing the full range of colors available.

(C) Product Data: The Contractor shall submit, for approval by the Engineer, product data for the polyethylene slip sheet and all expansion joint components before starting work.

**6.06ADA.5. METHODS.** The Company performing this work shall have installation of natural stone pavements represent a substantial proportion, if not a majority, of its regular work.

(A) PREPARATION OF SURFACE

Before operations begin, the concrete base shall be thoroughly set if freshly poured. The concrete base shall be swept and cleaned of all dirt, loose and foreign matter, and be free of standing water. No block shall be laid unless the surface on which it is to be laid is in a condition acceptable to the Engineer.

(B) SEPARATING AND HANDLING

Granite blocks from different quarries shall be delivered, piled and laid separately in different sections of the work, as required. They shall be handled with care to prevent the chipping and breaking of edges and corners.

(C) SPREADING AND SHAPING OF THE BED

The mortar bed shall be spread directly on the clean concrete base to a depth of one (1") inch to one and one-half (1-1/2") inches, shaped by approved methods to a surface approximately parallel to and at the required depth below the finished pavement surface. The finished surface of the mortar bed shall not be disturbed after shaping prior to the laying of granite blocks.

(D) LAYING

Blocks shall be laid on the bed before it has set, in straight courses at right angles to the line of the street or at such other angles as may be directed, with top surfaces conforming to the crown of the street.

Blocks shall be laid in courses of uniform width, with joints broken by a lap of at least three (3") inches, and not more than twenty-five (25') feet in advance of the ramming. Joints between blocks shall be one-half (1/2") inch to one (1") inch as measured between the edges of the top surfaces of the blocks, unless noted otherwise in Contract Drawings. The blocks shall be laid to guide blocks or head stones at such intervals as directed. All blocks shall be clean when placed in



the pavement. Blocks which in the opinion of the Engineer are not satisfactorily clean shall be well washed before being placed.

(E) RAMMING GRANITE BLOCK

Blocks shall have no sand or gravel placed in the joints and shall be rammed to a solid bearing with a rammer weighing not less than thirty (30) pounds handled by a skilled rammersman. Not less than one (1) rammersman shall be employed to three (3) pavers. Blocks that are found low shall be raised to a true and even surface by adding to the bed. Those found broken or otherwise unsatisfactory shall be removed by tongs and replaced by approved blocks. Pinch bars shall not be used in removing blocks.

(F) TESTING SURFACE

After a sufficient area of blocks has been laid, the surface shall be tested with an approved straight edge ten (10') feet long or with an approved surface testing machine laid parallel with the center line of the roadway and any depressions exceeding one-quarter ( $1/4$ " ) inch shall be immediately corrected and brought to the proper grade to the satisfaction of the Engineer. All stones disturbed in making replacements or correcting depressions shall be settled into place by carefully ramming or tamping to grade by the use of a hand tamper applied upon a two inch board. Each section of granite pavement must be acceptable to the Engineer before the joints in that section are filled.

(G) CEMENT-GROUT JOINT FILLER

The wearing course shall be sprinkled with clean water as directed. The cement-grout joint filler shall be firmly packed with approved appliances into joints between blocks until flush with the surface.

Immediately after the joints are filled, the pavement shall be swept clean. The amount of filler left on the surface of the wearing course shall be as little as possible and all surplus filler shall be satisfactorily removed. All joints are to be flush with top of adjacent blocks.

(H) SUFFICIENCY OF APPARATUS

The apparatus for heating and/or agitating the filler shall, in numbers and efficiency, be sufficient to permit the filler gang to closely follow the blocks or rammers, as the case may be, and in no case shall a wearing course be left overnight or when work is stopped without the joint filling being completed.

(I) EXPANSION JOINT

1. Expansion Joints: Provide expansion joints where pavement meets adjacent vertical elements and where shown on Contract Drawings, and where required to prevent stone cracking.
  - a. Keep sealant joints free of dirt, debris, mortar, and other rigid materials.
  - b. Sealant joints shall be finished cleanly per approved sample installation, with slightly concave section. Joints shall be one-quarter (1/4") inch in width unless otherwise specified on the Contract drawings.
  - c. Expansion joints shall be filled with non-extruding premolded joint filler to within 3/4" of the pavement surface. All caulk and expansion joints shall then be filled with two part urethane sealant over a foam backer rod.
  - d. Sealant to be of an approved color to match surface of pavement, or other color as directed by the Engineer in consultation with the Engineer. Prepare joints and apply sealants of type and at locations indicated to comply with applicable requirements of the sealant manufacturer's instructions.
2. Slip-sheet: Two layers of approved polyethylene sheet shall be aligned over contraction and expansion joints in the concrete base slab as shown on the drawings.

(J) JOINT FILLING IN COLD OR WET WEATHER

When air temperature is below 38 degrees F. in the shade, cement-grouting may be done only if permitted by the Engineer.

In case of rain, the wearing course shall be protected as required and in no case shall filler be put into wet joints.

(K) TRAFFIC

No traffic of any kind will be allowed on the wearing course until permitted by the Engineer.

(L) DEFECTIVE WEARING COURSE

Such portions of the completed wearing courses as are defective in finish, compression, composition, or that do not comply with the requirements of these specifications, shall be taken up, removed and replaced with suitable materials, properly laid in accordance with these specifications.

**6.06ADA.6. MEASUREMENT.** The quantity to be measured for payment for FURNISHING AND INSTALLING ADA COMPLIANT GRANITE BLOCK PAVEMENT shall

be the number of square yards of ADA compliant granite block pavement actually installed, in place, to the satisfaction of the Engineer. In determining the area of granite block pavement to be paid for, the areas occupied by rail heads, bases of columns, manhole heads, gate boxes, road boxes and similar structures will be deducted when their superficial areas measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

**6.06ADA.7. PRICE TO COVER.** The unit price bid per square yard for FURNISHING AND INSTALLING ADA COMPLIANT GRANITE BLOCK PAVEMENT shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish and install ADA compliant granite block pavement, complete, in place, in full compliance with the Contract Drawings, the specifications and the directions of the Engineer, to furnish such samples for testing as may be required and to maintain the wearing courses in good condition as required **Section 5.05.**

New concrete base for pavers will be paid for separately under Item No. 4.04 BP - CONCRETE BASE FOR PAVERS.

*Payment will be made under:*

Item No.	Item	Pay Unit
6.06 ADA	FURNISHING AND INSTALLING ADA COMPLIANT GRANITE BLOCK PAVEMENT	S.Y.

SECTION 6.77 PSR  
PUBLIC SPACE RECEPTACLE BINS

6.77PSR.1. DESCRIPTION.

This section describes public space receptacle bins which shall be furnished and installed, all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

6.77PSR.2. MATERIALS.

Public Space Receptacle Bids shall be of similar design and construction to Landscape Forms, Inc., #SF 1288 series model receptacles; Maglin, #MLWR600-32 series model receptacles; or approved equivalent model receptacles.

(A) **CLASSIFICATION:**

Receptacles shall conform to the style, size and type as specified in this contract and installation shall be ADA compliant.

(B) **SALIENT CHARACTERISTICS:**

The Contractor shall furnish 32-gallon public space receptacles for Recycling Bottles & Cans, for Mixed Paper, and for Litter.

(C) **EXTERIOR MATERIAL:**

The exterior frame shall be manufactured utilizing 333 or 319 cast aluminum, tubular steel, 11 GA Hot rolled carbon steel, galvenneal steel, or a combination of comparable materials. The receptacles shall incorporate a decorative configuration or perforated pattern designed and marked with the manufactured date, warranted to withstand outdoor use for a minimum of five (5) years. All exterior and interior frame components shall be (electro coated) rustproofed and/or powder coated as directed. The exterior receptacle color shall be RAL 9023.

(D) **FLOOR:**

The floor of the outside receptacle is to be solid A36 Hot Rolled Steel, Ductile Cast-iron or comparable material capable of supporting the weight of the inner receptacle. The floor shall have 3/8" weep holes, as well as a triangulated pattern of holes that support leveling provisions.

(E) **FRAME/LID:**

The frame shall be designed to accommodate the insertion of a plastic liner basket with a minimum capacity of 32 gallons.

The receptacle must have a removable lid that allows for easy access and removal of inner liner can.

The 32 gallon receptacle shall be serviced through the lid without a swing door. The lid shall be manufactured from 16 gauge hot rolled steel, or spun aluminum, or comparable strength. The lid shall be attached to the receptacle using a vinyl coated steel chain in order to ensure the lid remains attached and to prevent the steel chain from damaging the rest of the receptacle. The steel chain must attach from the interior of the receptacle to the underside of the lid. The lid shall also have an installed locking mechanism. One that is both simple and easy for anyone authorized to service the container to use, but at the same time prohibits access to anyone not authorized (to prevent poaching of the receptacle's contents). All such mechanisms shall be keyed alike.

All fasteners, screws, rivets used in construction of the receptacles shall be non-corrosive stainless steel. All Metal materials held by rivets or hex bolts must be fully secured to prevent dislodging and separation.

**(F) EDGES & SEAMS:**

The receptacle shall have no sharp edges or seams which a user or someone authorized to service the receptacle could come into contact with.

**(G) WEIGHT:**

The weight of outer receptacle shall be substantial to prevent it from easily being blown away or moved (115 to 150 pounds).

The outer receptacle shall not move or tip when replacing the inner receptacle.

Top lid must have an opening aligned precisely in the center of the slightly domed top. The shape of the lid must be slightly convex to act as a watershed so that litter cannot accumulate on it.

**(H) TOP LID PAPER RECYCLING RECEPTACLES:**

Top lid must have a 3.5 x 12 inch slot in the exact center of the domed top. The shape must be convex to act as a watershed so that precipitation and litter cannot accumulate on it.

The color of the lid shall be RAL 6018 Green for the Paper Receptacle.

**(I) TOP LID METAL/GLASS/PLASTICS RECEPTACLES:**

The top lid must have a 5-inch diameter round opening in the exact center of the domed top.

Color shall be RAL 5015 Blue for "Metal/Glass/Plastic" receptacle.

**(J) TOP LID LITTER RECEPTACLES:**

The top lid must have a minimum of a 9-inch diameter round opening in the exact center of the domed top and be removable.

Color shall be RAL 9011 Black for "Litter" receptacle.

**(K) DECALS:**

Lid labels shall have a clear background. The material icons and text shall be white, except for multi-color graphics. Decal designs shown at the end of this Section and will be provided by the Department of Design and Construction (DDC) to the manufacturer in an Adobe \*.pdf file. The file is not to be altered for composition, type font or image from the version provided by DDC. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

For receptacles to be serviced initially by partner or sponsoring group: Four decals shall be placed on the outer bin between the lid top and the beginning of the perforated area, with a decal that is approximately 12" high. Two decals, approximately 12"x12" are to be placed on opposite sides of the receptacle, and are for sponsoring groups. The other two decals shall be 12" high and the length determined in order to fill the space between the two sponsor decals. All four of the decals shall have a clear background and the colored lettering as indicated. If a sponsorship decal is needed, it will be indicated at the time of ordering.

Decals for the top of the lid of the receptacles shall be circular and have the same diameter as the lid. There shall be an appropriate cutout for the decal, accommodating the hole for placing items into the receptacle. All of the decals shall have a clear background and the colored lettering as indicated.

Decals for the side edge of the lid of the receptacles shall be a rectangular repeated graphic and lettering around the circumference of the lid. All of the decals shall have a clear background and the colored lettering as indicated.

All decals are to be coated with "Tedlar" or other compound of equal composition and are to have a sticky back (Adhesive glue) which is weatherproof in order to withstand the impact of precipitation, heat, cold, and wind without dislodging. All lettering is also to be weatherproof, i.e. is not to degrade due to precipitation, heat, cold, or the effects of the sun's UV rays.

**(L) INTERIOR RECEPTACLE:**

The receptacle must not weigh more than 30 pounds.

The receptacle must fit into the outer shell.

The receptacle shall be constructed of durable plastic material, formed polyethylene with 30 - 100% post-consumer content and be UV resistant.

The receptacle must have 3/8" weep/drain holes in bottom and the outer rim of the bottom to allow for rainwater and liquids to drain.

The receptacle shall have a minimum capacity of 32 gallons.

The receptacle shall be easily removed or replaced into the outer shell.

The receptacle shall have hand grips or openings on two sides.

**(M) RECYCLED CONTENT:**

A recycled content certification from the manufacturer shall be provided upon the request of the City of New York.

**6.77PSR.3. METHODS:** The Contractor shall furnish and install receptacles of the types specified at locations shown on the contract drawings or as directed by the Engineer. Attachment of each receptacle to the sidewalk pavement shall be done using three (3) 3/8" x 4" minimum length, noncorrosive, concrete expansion anchors.

Immediately prior to installation of each receptacle the Contractor shall be required to sweep clean the area of sidewalk and remove all debris to the satisfaction of the Engineer.

**6.77PSR.4. SUBMITTALS:** The Contractor shall submit the following to the Engineer, for his approval, in advance of ordering receptacle.

- (A) Manufacturer's shop drawings.
- (B) Catalog cut of receptacle(s) with manufacturer name and features included.
- (C) Submit color samples upon request.

**6.77PSR.5. MEASUREMENT:** The quantities of **PUBLIC SPACE RECEPTACLE BINS** to be measured for payment shall be the number of receptacle of each type actually installed at the site as specified, to the satisfaction of the Engineer.

**6.77PSR.6. PRICES TO COVER:** The contract prices bid shall be a Unit Price per **EACH** type of Public Space Receptacle Bin installed complete, and shall include the cost of furnishing all labor, material, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, anchoring receptacle to the pavement and providing one plastic liner, all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.77 PSR-L32G	PUBLIC SPACE RECEPTACLE BIN FOR LITTER, 32 GALLON	EACH
6.77 PSR-MGPC32G	PUBLIC SPACE RECEPTACLE BIN FOR METAL, GLASS, PLASTIC & CARTONS, 32 GALLONS	EACH
6.77 PSR-MP32G	PUBLIC SPACE RECEPTACLE BIN FOR MIXED PAPER, 32 GALLON	EACH



**SECTION 7.50  
GRANITE BENCH**

**7.50.1. INTENT.** This Section describes the materials and installation of a curved granite bench around a circular planter.

**7.50.2. DESCRIPTION.** The Contractor shall furnish and install a curved granite bench to fit around a circular planter at the base of the General Fowler Monument; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

**7.50.3. MATERIALS**

(A) Stone Materials

All stone shall be carefully selected from sound stock and be free from defects impairing strength, durability or appearance, such as cracks, seams, starts, holes, flaws, or imperfections which have been patched or filled. All stone shall be uniformly consistent in color, value, graining texture, and other features to the extent inherent in the specified stone type. Color and value variations shall be within ranges established by approved samples.

Graining and texture variations, whether highly figured or uniform, shall be consistent in all material supplied. Material sources and quarry locations shall be approved by Engineer for each stone type.

All granite shall be Charcoal Black from St. Cloud, Minnesota, shall be a fine-grained granite of dark grey color, with thermal finish, of average compressive strength greater than 25,000 psi (MPa) per ASTM C 170, average density of 170 lb/cf per ASTM C 97, and average absorption rate of 0.15% per ASTM C 97, as supplied by the following:

- (1) Coldspring  
17482 Granite Road West  
Cold Spring, MN 56320  
Phone#: (800) 328-5040
  
- (2) Polycor Granite Corporation  
139, St-Pierre Street  
Quebec City, Quebec  
Canada, G1K8B9  
Phone#: (418)692-0981
  
- (3) Granite Groupe Solutions,  
47, Chemin du Brûlé  
Lac-Beauport, Quebec  
Canada, G3B 0P3  
Phone#: (418)559-9423

(4) or approved equivalent supplier.

Stone from other suppliers may be deemed acceptable as "equivalent" based on the following criteria: individual specimen color and texture, material properties, contrast and compatibility of texture and color with other material specified. The Engineer shall be the sole arbiter of such compatibility.

Source Quality Control of Stone Material: Furnish testing of each granite stone type and finish for this Project, prepared by an approved independent and qualified testing agency. Tests shall be performed at thickness of 1.5" and with selected finished stone top surface. Granite materials shall conform to ASTM C 615, Granite Building Stone. Test reports for stone materials shall show and list minimum values for the following physical characteristics as a minimum: Modules of rupture, ASTM C 99; Compressive strengths, ASTM C 170; Absorption, ASTM C 97; Flexural Strength, C 880. Provide mineral and chemical compositions of stone and identification of any material composition that may cause staining within stone or on surface of stone such as iron pyrites or other detrimental material.

(B) Stone Fabrication

Stone shall be cut to sizes, shapes, dimensions, and details shown for each type and condition. Relate to and adjust stone fabrication together with installation requirements specified, herein. Include all cutting, drilling and fitting of stone required to accommodate the work of other trades.

Where shapes are indicated on Contract Drawings as curved, either graphically or in text, edges shall be cut to true radii. Where elements curve horizontally and slope vertically, curvature shall be accurate in the horizontal plane.

Exposed surfaces and edges of stone units shall be free from cracks, broken corners, chipped edges, scratches, or other defects affecting appearance. No patching, joining or hiding of defects will be permitted.

Provide stone of the thickness specified or otherwise shown as a minimum. Maximum variations in thickness from that shown shall not exceed 1/8" on units 4" or less.

Cut stone full and true on faces, reveals, beds, joints, and top to the full dimensions required by Contract Drawings. All sawn edges shall be straight and true. Maximum deviation from straight line or radii indicated shall not exceed 1/16" when measured with a 10' straightedge or radial template, or plus or minus one-fourth the width of joints, whichever is more stringent. All

units shall fit together accurately. Final placement and locational tolerance per approval of the Engineer.

Fabricate stone so that joints between units shall be as shown on Contract Drawings typically for alignment and spacing. Make faces of stone in same plane flush at joints. All finished surfaces of stone panel and coping units shall be true and out of wind.

Typical joint width shall be 3/8" unless otherwise specified in the Contract Drawings.

Shop Cutting, Drilling, and Fitting: Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades. In cutting and fitting, carefully cut and grind edges to a neat tight fit. Cutting shall be in such a manner so as not to impair strength or appearance. Use physical templates (not just drawing dimensions) for all cutting and drilling. Obtain required templates from appropriate trades and suppliers.

Exposed Faces and Edges: Provide finish characteristics and quality indicated for each stone material type, condition of use, and as approved. Exposed stone surfaces shall be "Thermal" finish as defined by National Building Granite Quarries Association (NGBQA). Thermal finish shall be mechanically applied by flame in the long dimension of finished work. The application of thermal finish shall be controlled to avoid any visible directionality.

(C) Installation Materials

Furnish all anchors, dowels, spring-loaded dowels, and the like fitting hardware as necessary to properly secure stone units. Types to be approved of sizes and shapes to fit each particular support condition encountered. Metal components for exterior work shall be stainless steel, Type 302/304, nonmagnetic.

Lead or plastic buttons used shall be of the thickness required for the joint size shown or specified, and of the size required to maintain a uniform joint width, and meet the load requirements of stone installation condition.

Non-shrink epoxy grout for setting stainless steel dowels shall be of a type specifically intended for excellent performance in grouting metal into masonry.

Grout for mortar joints shall be colored, packaged epoxy grout as Laticrete Spectralock Pro Premium Grout, or equivalent type by Sika or Sonneborn, or approved equivalent. Color shall be as selected from a full range of manufacturer's colors by the Engineer.

Mortar Setting Beds shall be Laticrete 3701 Fortified Mortar Bed, or approved equivalent by Sika, Sonneborn, or approved equivalent.

Setting Adhesive and Slurry Bond Coat shall be Laticrete 254 Platinum, or approved equivalent adhesive type by Sika, Sonneborn, or approved equivalent.

**7.50.4. QUALITY ASSURANCE.**

- (A) References Standards (as applicable generically to stone type(s) or material specified: National Building Granite Quarries Association (NBGQA); American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI); American Iron and Steel Institute (AISI). In case of conflict between the referenced standards, codes, or Contract Documents, the referenced standard, code, or Contract Document having the more stringent shall govern as approved by Engineer.
- (B) Fabrication Qualifications: Stone fabrications shall be by a firm or firms that have successfully fabricated stonework similar to the quality and in the quality shown of each material type and condition, specified, and in the quality specified, for a period of not less than 5 years. Special attention is drawn to the curved profile of the circular bench to be installed on a sloping grade. Fabricator must demonstrate ability to fabricate these elements to the lines and contours as indicated on the Contract Drawings, by submission of photographs of similar projects.
- (C) Installation Company Qualifications: Erection of stonework shall be by a firm that can exhibit proof of expertise in the field and prior successful experience with stone installations of equivalent type and similar scope to this Project.

**7.50.5. SUBMITTALS.**

All submittals shall be as per NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.31.**

- (A) Submit complete data on quarry facilities for each stone type and on fabrication facilities for stonework. Include information of location, production capabilities, and the nature and character of each stone selected.
- (B) Installer Qualifications: Submit to identify and exhibit installation company qualifications as specified herein.
- (C) Stone Material Properties Data: Material properties data for each stone material type shall be submitted by the stone suppliers and certified as representative of the properties of stone material

to be supplied for the Project. Include references to appropriate ASTM tests as conducted by a certified testing laboratory.

- (D) Submit product information for each installation material item including fitting hardware, fastening devices, accessories, mortars, caulk, grouts, and the like.
- (E) Shop Drawings: The Contractor shall submit Shop Drawings when required, in accordance with the requirements of the **Section 1.06.13** of NYC Department of Transportation's Standard Highway Specifications. Submit overall and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for each stone material type furnished and each related application condition of the project work. Include necessary coordination and preparation of composite drawing information together with installation trades contractors of different components, including concrete foundations. All shop drawings for items under this section shall be submitted concurrently.

Submit complete Cutting and Setting Drawings showing shop sizes, shapes, thickness, jointing, anchoring, connection with other work, typical and special anchoring details, supports, dimensions, and setting numbers for each piece. Setting Drawings shall show relationship to adjoining construction and, after fabrication and final selection, shall indicate the location of each stone unit with a number designation corresponding to number marked on each unit. Show location layouts and patterns coordinating with Contract Drawings and related survey control points and dimensions. Establish and verify dimensions with concrete work, masonry layouts and patterns, and other like conditions. Show location, type, and extent of anticipated field cutting and finishing. Do not fabricate any stone (except for samples) until Engineer has approved Shop Drawings for fabrication.

- (F) Stone Samples: Submit set of 3 unit samples, minimum 1 square feet surface area of exhibit finish, of each stone material with thermal finish. Include in each set the full and extreme range of exposed color, texture, and finish to be expected in the completed work. Engineer's review will be in for color, texture, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Approved samples shall set the finish standard for the work.
- (G) Grout and Sealant Material Samples: Submit samples for each condition of use to show selected colors. Submit samples of eight colors closest in coloration to the granite when the granite is wetted.
- (H) Stone Support and Accessory Items Samples: Submit samples for each type and material composition, full size.

(I) Mock-Ups: Construct at the earliest possible time a full-scale mock-up incorporating the full 360 degrees of the circular bench, before shipment from the fabricator's plant and after Engineer's approval of submitted samples. Submit clear, time-stamped digital photos documenting mock-up for approval prior to shipment. Mock-up shall be per Contract Drawings unless otherwise directed, using materials specified, accurately sized joints, set with level top-of-bench elevation per grading plan, and accurate chalked representation of finish grade at bottom of units. The mock-up must be approved by the Engineer before shipment may proceed. If necessary, refabricate and reconstruct mock-up until approved. Accepted mock-up establishes minimum standard of quality and workmanship for granite masonry work of this section.

(J) Delivery, Storage, and Handling

Protect, store, and handle stone materials as recommended by stonework fabricating company in addition to requirements specified herein.

Properly crate and band stone units for shipment receiving at job site. Crating of stone and packaging accessory item shall be respective and related to the conditions for installation.

Handle each stone material type to prevent chipping, breakage, soiling, or other damage. Do not use pinch or wrecking bars without protecting edges of stone with wood or other rigid materials.

Store stone materials on wood skids or pallets, covered with non-staining, waterproof membrane. Place and stack skids and stone to distribute weight evenly and to prevent breakage or cracking of stone. Protect stone from detrimental weather conditions with waterproof, non-staining covers or enclosures, but allow air to circulate around stone during extended period of storage.

(K) Environmental Requirements

Protect mortar materials and stone accessories from weather, moisture, and contamination with earth and other foreign materials. Do not use mortar materials to install stone when the temperature is below 4 degrees Celsius (40 degrees Fahrenheit). When exposed during construction activities, protect partially completed stonework against weather when work is not in progress. Cover top of uncompleted work sections with strong, waterproof, non-staining membrane extending down both sides of walls and anchor securely in place.

7.50.6.           **METHODS.**

- (A) Preparation: Verify all measurements and dimensions and coordinate the installation of support structures for this work. Coordinate and schedule stonework fabrications and installations with the work of other related trades and separate contracts. Give particular attention to the location and size of cutouts required to accommodate mechanical, electrical, and other work or adjoining construction.

Verify that surface of foundation has suitably-roughened texture to receive setting mortar.

Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

- (B) Installation: Do not use stone units with chips, cracks, voids, stains, or other defects that might be visible in the finished work. If installed, remove and replace with units meeting specification requirements and approval of the Engineer.

Execute work by skilled mechanics, and employ skilled stone fitters/cutters at site for necessary field cutting, as stone is set. Clean stone (especially edges) before setting.

Set stone in accordance with Contract Drawings and final approved shop drawings, consistently true to radius of curvature, with joints meeting tangent. Provide anchors, supports, fasteners, and other attachments shown, or necessary to secure stone in place. Shim and adjust accessories as required for proper and correct setting of stone. Completely fill holes, slots and other sinkages for anchors, dowels, fasteners and supports with epoxy grout as applicable to conditions during setting of stone. Provide compressible filler in dowel holes as necessary to insure that stone units do not bear on dowels such that may cause cracking.

Where necessary to allow dowel placement in both directions, dowels shall be made to retract within drill holes as needed to allow placement on bottom dowels, but shall be extended to full required embedment into units on both sides of joint.

Setting Surfaces, General: Before starting the installation, the concrete slab, structural concrete, and all other surfaces to contact mortar materials shall be cleaned to remove soil and loose mortar. Dry or dusty concrete surfaces shall be wet down or washed and excess water removed just prior to the application of setting bed. Immediately prior to placing the setting bed, apply a slurry bond coat of approved setting adhesive to all surfaces to contact mortar materials. The mortar bedding course shall be

placed, screeded and shaped upon the concrete base, its finished depth shall be as shown on the detail drawings and at correct depth to achieve required grades. The bedding shall be shaped to a true surface. For monolithic elements, the surface shall be parallel with the seating surface of the elements. The surface shall be formed by means of template or striking board (12' X 2" X 6" board). The bed shall then be struck off until proper alignment is secured. The area of bedding placed in any work day shall be scheduled so that no bedding course remains at the end of the day without stone installed. After final shaping, the bedding course shall not be disturbed prior to laying the stone.

Stone Setting, General: Clean stone units thoroughly before setting and set stones before initial mortar set occurs. Do not set stone on dry mortar bed. To all surfaces of stone to contact mortar, apply slurry bond coat of approved Setting Adhesive. Care should be taken to prevent contact of Setting Adhesive with any surface of stone to be exposed. Do not apply slurry bond coat near exposed face of stone to any portion of stone that will contact grout.

For monolithic stone installation, including curved granite bench units, apply slurry bond coat and set stone unit in wet setting bed, providing supports as necessary to achieve accurate grades. Set stones with anchor dowels in full bed of mortar with back-up spaces and vertical joints slushed full, unless otherwise indicated. Stone surface shall be beaten with a wooden block as necessary to embed units in the mortar. Rake out joints for grouting before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

For all granite installation, grout joints shall be installed with approved color and type of grout material in accordance with manufacturer instructions. Grout joints as soon as possible after initial set of setting bed. Employ all methods necessary to prevent dirt or other debris to enter ungrouted joints. If dirt or debris of any kind enters ungrouted joints despite these measures, clean joints completely according to grout manufacturer requirements before proceeding to grout installation. Force grout into joints, taking care not to smear grout on adjoining exposed stone surfaces. Compact each layer thoroughly and allow to it become thumbprint hard before applying next layer. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce slightly concave profile. Cure grout as recommended by manufacturer.

Include all field cutting, drilling, and fitting of stonework not performed in the shop and required to accommodate the work of other trades or contracts. In cutting and fitting, carefully cut and grind edges to a neat tight fit. Do cutting in such manner so as not to impair strength or appearance of stone.



Use physical templates for all cutting and drilling and obtain required templates from appropriate trades.

(C) Erection Tolerances:

Variation from true horizontal alignment or curvature: Do not exceed 1/8".

Variation from Plumb for lines and surfaces of walls and arises: Do not exceed 1/8" in 10'.

Variation from Level, Slope, and Grade: For grades, slopes, level conditions, and other conspicuous lines indicated, surfaces shall be true to grade, slope, and line indicated within 1/8" in any 20'.

Variation in Cross-Sectional Dimensions: For thickness of walls and other conditions from dimensions shown, do not exceed minus 1/8", nor plus 1/8".

Offset at Joints: Do not exceed plus or minus 1/16".

Tolerances shall not be accumulative.

- (D) Protection: Prevent materials used for installing work of this Section from staining or damaging the exposed surfaces of stone units or the exposed surfaces of the adjoining construction. Immediately remove mortar, grout, wax, or other detrimental materials from exposed surfaces of stone or adjoining construction. After installation, protect stonework from damage during subsequent construction activities.
- (E) Cleaning and Repairing: At Completion of Work, replace defective, broken, or damaged stone units installed as work of this Section. Unfilled or defective joints shall be properly repaired. After completion of any repair work, clean exposed surfaces of all stone units installed as work of this Section with clean water and stiff fiber brushes until all dirt, stains, efflorescence, mortar, and other defacements are removed. Use cleaner and procedures recommended by stone quarry and stone fabricating company. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning operations.

**7.50.7. MEASUREMENT.**

The quantity to be measured for payment shall be the number of Granite Benches installed at the site, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of thickness, depth or width of unit section.

7.50.8. PRICE TO COVER.

The price bid per EACH for Granite Bench shall include the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required to complete the work of furnishing and installing each granite bench; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item	PAY UNIT
7.50	GRANITE BENCH	EACH

**SECTION 7.50 CB  
CITY BENCH**

**7.50CB.1. INTENT.** This section describes the furnishing and installation of a City Bench, backless type.

**7.50CB.2. DESCRIPTION.** Under this Section, the Contractor shall furnish and install each City Bench in accordance with the Contract Drawings, the specifications and directions of the Engineer.

**7.50CB.3. MATERIALS.**

(A) Bench shall be manufactured by Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048.  
Toll Free: (800) 521-2546. Phone (269) 381-0396. Fax (269) 381-3455.  
Website: [www.landscapeforms.com](http://www.landscapeforms.com).  
E-mail [ssmith@landscapeforms.com](mailto:ssmith@landscapeforms.com), Attn.: Sean Smith.

(B) Bench Distributors

1. Landscape Forms, Inc.,  
431 Lawndale Avenue  
Kalamazoo, Michigan 49048.  
(800) 521-2546. Phone (269) 381-0396. Fax (269) 381-3455.  
E-mail: [ssmith@landscapeforms.com](mailto:ssmith@landscapeforms.com)

2. Arenson Furniture Rental  
1115 Broadway  
New York, New York 10010  
Attn: Marianne Adinolfi  
212-633-2400  
[MAdinolfi@aof.com](mailto:MAdinolfi@aof.com)

3. AFD Contract Furniture Inc.  
810 7th Avenue  
New York, NY 10019  
Attn: Ted Cohen  
212-721-7100  
[tcohen@afd-inc.com](mailto:tcohen@afd-inc.com)

4. Empire Office Inc.  
105 Madison Avenue #15  
New York, NY 10016  
Attn: Lauren Woodie  
212-607-5566  
[lwoodie@empireoffice.com](mailto:lwoodie@empireoffice.com)

5. or other approved supplier.

(C) STYLE:

BACKLESS BENCH

"QASF0886-006"

- Length: 89-1/4 inches
- Seat Height: 17-3/4 inches
- Seat Depth: 22-5/8 inches
- Seat Width: 22-5/8 inches
- Seat Radius: 79 inches
- Arm Height: 24-7/8 inches

**7.50CB.4. METHODS.**

(A) DELIVERY, STORAGE AND HANDLING: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. All materials shall be bundled and fully supported during shipping and storage to prevent creep.

Material manufacturer's directions for storage and use shall be adhered to. Material surfaces shall be protected during shipment so as to arrive mar- and scratch-free in the field.

Keep materials in manufacturer's original, unopened containers and packaging until installation. Any damage or excessively scratched material will be rejected and replaced with new. All materials must be straight and true when placed in the construction site. Store any and all tooling, fixtures, process drawings, and project files until last project phase is complete. Deliver all tooling, fixtures, and documentation to the Engineer upon completion of the work.

(B) INSTALLATION: Benches shall be uniquely fabricated and pre-assembled before being installed in their final location in the work. Benches shall be installed in their final position and properly secured in place, as indicated on the Contract Drawings.

Protect installed product to ensure that, except for normal weathering, benches will be without damage or deterioration at time of Substantial Completion.

(C) TOUCH-UP AND REPAIR: For all clean welds, bolted connections, and minor damage caused by transportation and installation of metal powder-coated surface, the touch-up finish shall be in conformance with manufacturer's recommendations. Provide touch-up such that the repair is not visible from a distance of six feet (6'-0"). The touch-up color shall match the color of the powder coat.

**7.50CB.5. SUBMITTALS.** All submittals shall be as per the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.31.**, and in accordance with the following requirements:

- (A) **WARRANTY:** The manufacturer guarantees a standard warranty that the products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.

**7.50CB.6. MEASUREMENT.**

The quantity to be measured for payment shall be EACH of City Bench Backless installed at the site to the satisfaction of the Engineer.

**7.50CB.7. PRICE TO COVER.**

The unit price bid for EACH City Bench Backless shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and install benches including, but not limited to, bench arm rests and hardware; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
7.50 CBB	CITY BENCH BACKLESS	EACH

**SECTION 7.53**  
**EXTERIOR FURNISHINGS**

7.53.1. **INTENT.** This section describes the furnishing and installation of exterior furnishings.

7.53.2. **DESCRIPTION.** Under this Section, the Contractor shall furnish and install tables, chairs, and umbrellas, in accordance with the Contract Drawings and specifications, and directions of the Engineer.

7.53.3. **MATERIALS.** Materials shall comply with the following:

7.53.3.1. **REFERENCES.**

(A) ASTM Testing Standards:

1. ASTM B 108 - Standard Specification for Aluminum-Alloy Permanent Mold Castings.
2. ASTM B 117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.
3. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
4. ASTM D 522 - Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
5. ASTM D 523 - Standard Test Method for Specular Gloss.
6. ASTM D 2247 - Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
7. ASTM D 2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
8. ASTM D 3359 - Standard Test Methods for Measuring Adhesion by Tape Test.
9. ASTM D 3363 - Standard Test Method for Film Hardness by Pencil Test.
10. ASTM G 155 - Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

(B) ISO Testing Standards:

1. ISO 1520 - Paints and Varnishes - Cupping Test.
2. ISO 2815 - Paints and Varnishes - Buchholz Indentation Test.

(C) ANSI/BIFMA Testing Standards:

1. ANSI/BIFMA X5.4-2005 - Standard Test for Lounge Seating.

**7.53.3.2. SUBMITTALS.** Follow the procedures in the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.31.**

- (A) Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- (B) Samples: Submit three (3) samples of specified color as applied to an 8 inch by 8 inch square of specified metal for approval by Engineer.
- (C) Warranty: Guarantee for a minimum of three years.

**7.53.3.3. QUALITY CONTROL.**

- (A) Manufacturer's Qualifications: Manufacturer shall be regularly engaged in manufacture of site furnishings for a minimum of ten years.
- (B) Product Support: All Products shall be supported with complete engineering drawings and design patents.
- (C) Production: Orders shall be filled within 10 weeks.

**7.53.3.4. DELIVERY, STORAGE, AND HANDLING.**

- (A) Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- (B) Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- (C) Handling: Protect materials and finish during handling and installation to prevent damage.

**7.53.3.5. WARRANTY.**

(A) Warranty Information:

1. Products will be free from defects in material and/or workmanship for a period of three years from the date of substantial completion.
2. The warranty may exclude damage resulting from accident, misuse, tampering, negligence, or abuse.
3. Products shall be repaired or replaced to the satisfaction of the Engineer any items found defective upon inspection by an authorized manufacturer service representative and Engineer.

**7.53.3.6. MANUFACTURERS.** Product to be as manufactured by:

(A) Table and Chair Manufacturers

1. Landscape Forms, Inc.  
431 Lawndale Avenue, Kalamazoo, Michigan 49048.  
Toll Free (800) 521-2546  
Phone (269) 381-0396  
Fax (269) 381-3455  
Website: [www.landscapeforms.com](http://www.landscapeforms.com)  
E-mail: [ssmith@landscapeforms.com](mailto:ssmith@landscapeforms.com),  
[Studio431-Sales@landscapeforms.com](mailto:Studio431-Sales@landscapeforms.com)

(B) Table and Chair Distributors:

1. Arenson Office Furnishings  
  
1115 Broadway  
New York, New York 10010  
Attn: Fannie Lee  
212-633-2400  
[flee@aof.com](mailto:flee@aof.com)
2. AFD Contract Furniture  
  
810 7<sup>th</sup> Avenue  
New York, NY 10019  
Attn: Ted Cohen  
212-721-7100  
[tcohen@afd-inc.com](mailto:tcohen@afd-inc.com)



3. Empire Office, Inc.

105 Madison Avenue #15  
New York, NY 10016  
Attn: Mike Maltz  
212-607-5566  
[mmaltz@empireoffice.com](mailto:mmaltz@empireoffice.com)

4. Or another approved distributor.

(C) Umbrella Manufacturer:

1. Tuuci, Inc.  
2900 Northwest 35<sup>th</sup> St.  
Miami, FL 33142  
(305) 634-5116  
[www.tuuci.com](http://www.tuuci.com)

(D) Umbrella Distributors:

1. Continental Restaurant Supply  
412 Jerusalem Avenue  
Hempstead, NY 11550  
Phone: (516) 538-0520  
Fax: (516) 538-0250  
[www.consupplies.com](http://www.consupplies.com)
2. Sam Tell Companies  
1375 Broadway, Suite 502  
New York, NY 10018  
Phone: (631) 501-9700  
Fax: (631) 501-9709  
[www.samtell.com](http://www.samtell.com)
3. Landscape Forms, Inc.  
431 Lawndale Ave.  
Kalamazoo, MI 49048  
Phone: (800) 430-6209  
Fax: (269) 381-3455  
[www.landscapeforms.com](http://www.landscapeforms.com)
4. Or another approved distributor.

**7.53.3.7. PRODUCTS**

(A) Table: Parc Centre Table

1. Table Type: Parc Centre, 30 inch diameter, 29-1/2 inch height, no umbrella hole.

2. Table Tops: Table tops are made from 5/16 steel plate welded to the table support.
3. Table Support: 2-1/2 inch outer diameter x 0.120-inch wall steel tubing. Base plate 17-inch outer diameter x 0.375-inch steel.

(B) Chair: Parc Centre Chair

1. Chair Type: Parc Centre, 21 inch depth, 32-1/2 inch height, 18-1/2 inch width, 17-3/4 inch seat height.
2. Seat Back and Panels: 3/4" x 0.188" straps.
3. Frame: 7/16" outer diameter steel cold-drawn steel wire.
4. Stacking Bumper Glide: nylon
5. Stackable.
6. Mounting: freestanding

(C) Recycled Content:

1. Recycled Material Content: Minimum 90.6 percent.
2. Post-Consumer Material Content: Minimum 58.9 percent.
3. Pre-Consumer Material Content: Minimum 31.8 percent.
4. Recyclable: 100 percent.

(D) Umbrella:

1. Type: Ocean Master Max Classic

Size: 10' Square, no valance

Single Vent

Single Solid Color

Market Canopy Profile

Auto loc marine pulley lift

Acorn Aluminum Finial

Fabric Color: Marine Grade, 4695/0000 Tresco Linen

Aluma-Crete round anchor with lift handles, with Stainless Steel Security Plate

Finish: Hammered Bronze

**7.53.3.8. FINISHES**

(A) Finish on Metal:

1. Primer: Rust inhibitor.
2. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
  - a. Gloss Consistency, Gardner 60 Degrees, ASTM D 523: Plus or minus 5 percent from standard.
  - b. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils / 0.08 inch and less than 20 percent loss.
  - c. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
  - d. Flexibility Test, Mandrel, ASTM D 522: 3 mm / 0.1 inch at 2 mils.
  - e. Erichsen Cupping, ISO 1520: 8 mm / 0.3 inch.
  - f. Impression Hardness, Buchholz, ISO 2815: 95.
  - g. Impact Test, ASTM D 2794: 60 inch-pounds at 2.5 mils / 0.1 inch.
  - h. Pencil Hardness, ASTM D 3363: 2H minimum.
  - i. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max undercutting 1 mm / 0.04 inch.
  - j. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max blisters 1 mm / 0.04 inch.
3. Tabletop Color: 'Metallic Bronze'.
4. Table Support Color: 'Metallic Bronze'
5. Chair Color: 'Metallic Bronze'

**7.53.4. METHODS.** The following methods of installation shall be used:

(A) EXAMINATION:

1. Examine areas to receive tables, chairs, and umbrellas.
2. Notify the Engineer of conditions that would adversely affect installation or subsequent use.
3. Do not begin installation until unacceptable conditions are corrected and acceptance verified in writing by Engineer.

(B) ASSEMBLY:

1. Assemble tables, chairs, and umbrellas, in accordance with manufacturer's instructions.
2. Locate tables, chairs, and umbrellas as directed by Engineer.

(C) ADJUSTING:

1. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Engineer.
2. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Engineer.

(D) CLEANING: Clean tables, chairs, and umbrellas promptly after installation in accordance with manufacturer's instructions. Do not use harsh cleaning materials or methods that could damage finish.

(E) PROTECTION: Protect installed tables and chairs to ensure tables, chairs, and umbrellas will be without damage or deterioration at time of Substantial Completion.

**7.53.5. MEASUREMENT**

(A) TABLE

The quantity of Tables to be measured for payment shall be the actual number of Tables delivered at the site, to the satisfaction of the Engineer.

(B) CHAIR

The quantity of Chairs to be measured for payment shall be the actual number of Chair delivered at the site, to the satisfaction of the Engineer.

(C) UMBRELLA

The quantity of Umbrellas to be measured for payment shall be the actual number of umbrellas delivered at the site, to the satisfaction of the Engineer.

## 7.53.6. PRICES TO COVER

## (A) TABLE

The unit price bid for EACH Table shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and install tables including, but not limited to, hardware; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

## (B) CHAIR

The unit price bid for EACH Chair shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and install chairs including, but not limited to, chair arm rests and glides, and hardware; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

## (C) UMBRELLA

The unit price bid for EACH Umbrella shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and install umbrellas including, but not limited to, umbrella supports and hardware; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
7.53 KBT	TABLE	EACH
7.53 KBC	CHAIR	EACH
7.53 KBU	UMBRELLA	EACH

**SECTION 8.15 RDF  
RIVER DRINKING FOUNTAIN**

**8.15RDF.1. INTENT.** This Section describes the ADA compliant River Drinking Fountain and its installation.

**8.15RDF.1. DESCRIPTION.** The Contractor shall furnish all labor, materials and equipment necessary or required to furnish and install the accessible **RIVER DRINKING FOUNTAIN**, in compliance with all A.D.A. and A.N.S.I. standards, including all internal plumbing, concrete foundation, crushed stone base, miscellaneous iron and steel, all external plumbing work, and connection to water service and drain within five (5) feet of the edge of the foundation walls, all in accordance with the Contract Drawings, specifications, and directions of the Engineer. Drinking Fountain design and installation shall comply with Americans with Disabilities Act (ADA) provisions as described in ANSI A117.1 -1998 (or most recent edition).

**8.15RDF.2. CONCRETE FOUNDATION.** The drinking fountain shall be installed on a poured-in-place reinforced concrete foundation as indicated in the Contract Drawings, in conformance with 4.06 CONCRETE IN STRUCTURES, CLASS A-40, 4.14 STEEL BAR REINFORCEMENT BARS, AND 6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL of the NYCDOT Standard Highway Specifications.

Welded Wire Fabric: Shall meet ASTM A 185.

Supports for Reinforcement: Provide supports for reinforcement including bolster, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing.

Crushed Stone Base: Shall consist solely of crushed ledge rock. Stone shall be No. 3 size as specified in **Section 2.02** of the NYCDOT Standard Highway Specifications.

**8.15RDF.3. DRINKING FOUNTAIN.** The drinking fountain shall be delivered as a preassembled cast iron body, with custom integrated bubbler, push buttons, bottle filler and all internal plumbing, and shall be designed for winter shutoff, without non-freeze valve assembly. The drinking fountain shall be manufactured by the following or approved equal, as per the drawings and specifications:

(A) Manufacturer:

1. Allen Architectural Metals  
100 Homer Drive  
Talledega, AL 35161  
John Allen, CEO (256) 761-2609 ext. 109  
www.allenmetals.com

Ductile Iron: The tensile strength shall meet a minimum of 65,000

psi, in accordance with ASTM Designation A 536 for Grade 65-45-12.

(B) Finishes For Cast Ductile Iron Drinking Fountain: The finish of the cast ductile iron drinking fountain shall be powdercoated, as per the specifications:

1. Powdercoating: All surfaces of the cast iron drinking fountain shall be powdercoated with a polyester thermosetting powder coating as manufactured by Tiger Drylac U.S.A., Reading PA, PPG Industries, Sherman Williams, or approved equivalent. Finish shall be semi-gloss, Metallic Silver in color.
2. Powdercoating shall be applied to the metal in such a manner that the coating will not peel off. Insure surfaces to be coated are clean and dry and free of grease, dust, rust, etc. All surfaces shall first receive phosphating and chromating treatments to improve the adhesion of the surface coating.
3. Powdercoating shall be applied at a film thickness of 3 to 4 mils by electrostatic spray process and bake finished per the manufacturer's directions. It shall be applied without voids, tears or cuts that reveal the substrate and shall thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point. All visible nuts, washers, and ends of all bolts shall be painted with touch-up paint as described below.
4. Touch-up and Repair: For minor damage caused by installation or transportation, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of two (2) feet.
5. Laboratory Test For TGIC-Polyester Powdercoat: At the discretion of the Engineer, a sample TGIC-Polyester powdercoated bench standard may be laboratory tested for bonding of the powdercoating to the metal. Test shall be the Cross Hatch test per ASTM D3359, method B. Failure to satisfactorily pass this test shall be a basis for rejection.

(C) Hardware: All hardware shall be 18-8 stainless steel type 304 in accordance with ASTM F593. All heads shall be vandal resistant.

(D) Plumbing: Bubblers, push buttons, bottle fillers and all internal plumbing shall be preassembled by the drinking fountain manufacturer and shall meet the requirements of the plumbing section of this specification and the contract drawings. The drinking fountain manufacturer shall have all factory installed

plumbing components pre-tested installed before delivery to site. All factory connections shall be made by a licensed plumber.

The drinking fountain is to be handled at lifting locations designated by the manufacturer; no chipped, cracked, or otherwise defective fountains will be acceptable. All parts and installation shall meet applicable requirements of N.Y.C. Codes.

**8.15RDF.4. PLUMBING:**

(A) Water Piping: All water lines up to the valve system shall be of rigid hard temper type "k" copper tubing, meeting the specification for A.S.T.M. Designation No. B 88. Fittings shall be approved wrought copper and bronze solder joint pressure fittings (A.N.S.I. B 16.22). Above the valve system, piping to be 3/8" soft temper copper tubing with copper sweat fittings.

(B) Freeze-Resistant Valve System: Freeze-resistant valve system for use with single bubbler head pedestal fountains shall include a brass pneumatic operated valve installed below the frost line, check valve to drain water from unit when not in use and to prevent back-flow cross contamination, self-regulating 0.4 gpm flow control, separate valve access and pull-out design for easy maintenance, 6" diameter PVC pipe to encase valve assembly, and 1/2" water supply. Freeze-resistant valve system shall be installed eighteen (18) inches minimum below frost line.

*Haws Model # 6519FR, with Haws Model # VRKFR1 repair kit, Elkay, HRP, or approved equals.*

(C) Miscellaneous Iron and Steel: Access to the plumbing valves shall be via a two (2) foot diameter ductile cast iron frame and "Parks Leaf" cover with locking bolts, as shown on the standard details, or approved equal.

(D) Push Button Assembly: Valve shall be brass with a polished chrome-plated push button. All exposed parts to have a polished chrome-plated finish. Push button controls shall be a polished chrome-plated brass push button activated by a maximum of five (5) pounds of pressure.

*Haws Model # 5881PBA, Elkay, HRP, or approved equal.*

(E) Bubbler Assembly: Bubbler assembly shall be one piece brass including the tail piece. Provide a vandal-resistant lock washer. All exposed parts to be brass with a polished chrome-plated finish.

*Haws Model # 5705, Elkay, HRP or approved equal.*

(F) Push Button: Push button shall be brass with a polished chrome-



plated finish.

- (G) Bottle Filler: Bottle filler shall be brass with a polished chrome-plated finish.
- (H) Hose Bib: Hose bib shall be *Haws Model # 6275, Elkay, HRP or approved equal*.
- (I) Drainage: Drinking fountain shall drain into a waste drain line, as indicated on the Contract Drawings.
- (J) Pipe Supports: Pipe clamps shall be made up of 1" x 3/8" galvanized strap iron and shall be rigidly constructed to hold the pipe firmly in place. Clamps shall be held in place with anchor bolts drilled into the fountain shaft or base.
- (K) Factory Installation: All pipes except the bubbler tailpiece passing through walls shall be run through pipe sleeves. The stainless steel push button rod shall be protected with sleeves where it passes through walls.

**8.15RDF.5. FIELD INSTALLATION:** The concrete foundation shall be set level on a bed of compacted crushed stone installed to the dimensions as shown on the Contract Drawings. The drinking fountain is to be handled at lifting locations designated by the manufacturer; no clipped, cracked, or otherwise defective fountains will be acceptable. All field connections to be made by a Licensed Plumber. The factory installed portion of the cold water supply shall be extended from the drinking fountain base at lengths indicated on the Contract Drawings.

Field Connections required to complete the installation include gate valve and supply connections within the plumbing pit, and any other miscellaneous work required to complete the work. All parts to be installed in such a manner as to facilitate removal for purposes of replacement. Drain cock shall be oriented on the pipe at an angle which will allow easier access, per the direction of the Engineer.

Winterization: Drinking Fountain shall be winterized by shutting off water supply and opening bleeder valve (outside of fountain). The fountain shall be designed to allow internal water to drain by gravity.

Water lines shall be pitched away from the Drinking Fountain. Pockets in rigid piping that cannot be drained by gravity will be rejected. The plumber will be required to reinstall piping until gravity drain is achieved.

**8.15RDF.6. SUBMITTALS:** Follow the procedures in the NYC Department of Transportation's (DOT's) Standard Highway Specifications, General Conditions, **Sections 1.06.13 and 1.06.31.**

- (A) Catalogue Cuts: The Contractor shall submit Catalogue Cuts of the hardware, manhole frame and cover, brass bubblers, push buttons, and all other plumbing parts for approval twelve (12) weeks prior to proposed installation.
- (B) Shop Drawings: Follow the requirements of the **Section 1.06.13** of NYC DOT's Standard Highway Specifications for submission of the shop and working drawings. The Contractor shall submit a complete dimensional shop drawing, for approval, twelve (12) weeks prior to proposed installation, showing details of construction, reinforcement, plumbing, etc., including gauges of metal and thickness of wall construction.
- (C) Foundry Certificates: A foundry certificate verifying authenticity of cast aluminum supplied on this item shall be submitted. The certificate shall be on foundry letterhead, dated and signed by an officer of the company with the contract name and number, Contractor name, and class of aluminum provided.
- (D) Paint Finishes: The Contractor shall submit 6" x 6" samples of paint finish.

**8.15RDF.7. MOCK-UP/CASTING:** Before commencing fabrication of drinking fountain, provide full-size mock-up to verify conformance to drawings and to demonstrate aesthetic effects and qualities of materials and execution.

Obtain approval of mock-up from the Engineer, before starting drinking fountain fabrication.

**8.15RDF.8. MEASUREMENT:** The quantity to be measured for payment shall be the number of River Drinking Fountains actually installed at the site to the satisfaction of the Engineer.

**8.15RDF.9. PRICE TO COVER:** The price bid shall be a unit price for EACH River Drinking Fountain, and shall include the cost of all labor, materials, equipment, insurance necessary to complete the work, including but not limited to, excavation and backfilling, furnishing and placing crushed stone, concrete foundation, miscellaneous iron and steel, Parks Leaf manhole cover, locking bolts, and all plumbing work and connections to water and drain service within five (5) feet from the edges of the foundation, all in accordance with the Contract Drawings, specifications, and directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
8.15 RDF	RIVER DRINKING FOUNTAIN	EACH

**SECTION 8.52 FP**  
**STEEL FOUNDATION PLATE**

**8.52FP.1. INTENT.** This section describes the furnishing and installation of the Foundation Plate.

**8.52FP.2. DESCRIPTION.** The Steel Foundation Plate shall be embedded in the poured concrete footing to the nominal dimensions as indicated on the contract drawings and specifications.

**8.52FP.3. MATERIAL.** Steel Foundation Plates shall comply with the requirements of the NYC Department of Transportation (DOT) Standard Highway Specifications **Section 2.35, Structural Steel** and shall be galvanized in accordance with **Section 2.34.**

**8.52FP.4. SUBMITTALS.** Shop drawings of each steel plate showing bolt locations shall be provided by the Contractor in accordance with the requirements of **Section 1.06.13** of the NYC DOT Standard Highway Specifications, for review and approval prior to fabrication.

**8.52FP.5. NOT USED**

**8.52FP.6. MEASUREMENT.** Payment will be based on the computed weight of metal as shown on the approved shop drawings, and shall include, but not be limited to, permanent bolts and welds in the structure as erected.

Not to be included in the measurement is the weight of all erection materials including but not limited to bolts, pilot and driving nuts, temporary protective coatings, and all boxes, crates or other containers used for packing, together with sills, struts, and rods used for supporting members during transportation.

The weight of all required bolt heads, nuts and washers will be estimated, making no allowance for waste, and included in the weight for which payment will be made. The mass of all required welds will be estimated and included in the mass for which payment will be made.

**8.52FP.7. PRICE TO COVER.** The contract price per pound shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish and install steel plates complete in place in full compliance with the contract drawings, the specifications and direction of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
8.52 FP	STEEL FOUNDATION PLATE	LBS.

**SECTION 8.52 PT  
PAVING TRAY**

**8.52PT.1. INTENT.** This section describes the furnishing of the ground level paving tray.

**8.52PT.2. DESCRIPTION.** Fabricated steel plate frame, angle and flat textured cover plate assembly, configured and to nominal dimensions as indicated on the contract drawings and specifications.

**8.52PT.3. SUBMITTALS.** All submittals shall be provided by the Contractor in accordance with the requirements of of the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.13.**

A. Shop Drawings: Erection and fabrication drawings for all totem components and accessories. Show plans and elevations at not less than 1/4 inch to 1'-0" scale, and details at not less than 1-1/2 inch to 1'-0" scale.

B. Product Data: Manufacturer's printed specifications and installation instructions for each type of metal framing and accessory, including data required to show compliance with the Drawings and Specifications.

**8.52PT.4. MATERIALS.**

A. Steel plate & Side Brackets:

- a. Material & Finish: Grade 304 Stainless Steel, Mill finish.
- b. Thickness: 1/4"
- c. Side Brackets: As required, to be agreed with the Engineer prior to fabrication
  1. Edges: All edges to be polished and rounded off
  2. Joints: Plate sections to be butt jointed
  3. Installed level: To be aligned flush with poured concrete sidewalk

B. Cover Plate:

- a. Material & Finish: Grade 304 Stainless Steel, Textured 'Durbar' plate.
- b. Thickness: 1/4 "
- c. Edges: All edges to be polished and rounded off
- d. Finished installed level: To be aligned flush with poured concrete sidewalk
- e. Mounting Screws:
  1. Exposed To Sidewalk: To be stainless steel with tamper proof torx' head or approved equivalent
  2. Beneath Sidewalk: To be stainless steel socket head

C. Temporary Cover Plate Mounting Brackets:

- a. Material and Finish: Grade 304 Stainless Steel with mill finish
- b. Nominal Thickness: As required by Contractor to safely support imposed sidewalk live loads
- c. Bolt Fixings: To be stainless steel, sized and configured to support imposed sidewalk live loads

**8.52PT.5. METHOD****A. Fabrication:**

- a. Plates cut and seam welded directly to each other
- b. Side brackets spot welded directly to plates.
- c. Provide all necessary jigs for placement of paving trays relative to Totem foundation plates, provide a minimum of 6 jigs per Totem type.

**8.52PT.6. MEASUREMENT.** The quantity to be measured for payment shall be the number of new paving trays, of each size and type listed below, actually installed to the satisfaction of the Engineer.

Type	Item	Length	Width
A	Paving Tray (Pathway Totem)	1'-7 1/4"	8 1/2"
B	Paving Tray (Area Totem)	2'-11 1/4"	8 1/2"
C	Paving Tray (Neighborhood Totem)	4'-3 1/4"	8 1/2"

**8.52PT.7. PRICES TO COVER.** The contract price bid for each size and type of paving trays shall be a unit price per each and shall cover the cost of all labor, materials, equipment, jigs, inspections, insurance, and incidentals necessary to complete the work of furnishing and installing each type of paving tray as shown on the contract drawings, in accordance with the specifications and directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
8.52 PT-A	PAVING TRAY (PATHWAY TOTEM)	EACH
8.52 PT-B	PAVING TRAY (AREA TOTEM)	EACH
8.52 PT-C	PAVING TRAY (NEIGHBOURHOOD TOTEM)	EACH

**SECTION 9.13 HD  
HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE**

**9.13HD.1. INTENT.**

This section describes the furnishing and installation of High-Density Polyethylene (HDPE) Pipe (4" Dia.) and all its components as part of this project, as shown on the Contract Drawings and as directed by the Engineer.

**9.13HD.2. DESCRIPTION.**

Under this Item, the Contractor shall furnish and install 4" HDPE pipe, perforated and non-perforated, in accordance with the Contract Drawings, specifications and directions of the Engineer. All work of connecting and joining to other pipes or drainage structures, including connecting pieces, and excavation, bedding and backfill, shall be included under this item.

**9.13HD.3. MATERIALS.**

- (A) PIPE: HDPE pipe shall be 4" dia., have a full circular cross-section, with a corrugated exterior wall, either perforated or non-perforated, and a smooth inner wall (waterway). Corrugations may be either annular or spiral. HDPE pipe shall be made from virgin polyethylene compounds. All pipe and pipe connections shall be soil-tight and shall be by the same manufacturer to ensure compatibility of materials.

Acceptable manufacturers for HDPE pipe:

1. Advanced Drainage Systems, Inc., Ludlow, MA
2. ISCO Industries, Louisville, KY
3. JM Eagle, Livingston, NJ
4. Hancor, New York, NY
5. or an approved equivalent.

- (B) FITTINGS: Pipe fittings shall not reduce or impair the overall integrity or function of the pipe line. Fittings may be either molded or fabricated. Common corrugated fittings include in-line joint fittings, such as couplers, and branch or complimentary assembly fittings such as tees, and end caps, etc. These fittings may be installed by various methods, such as snap-on, screw on, bell and spigot, and wrap around. Couplings shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Only fittings supplied or

recommended by the pipe manufacturer shall be used to ensure compatibility of materials. Where recommended by manufacturer, a neoprene or rubber gasket shall be supplied for joint fittings. All pipe fittings and pipe connections shall be soil-tight.

Acceptable manufacturers for HDPE pipe fittings:

1. Advanced Drainage Systems, Inc., Ludlow, MA.
2. ISCO Industries, Louisville, KY
3. JM Eagle, Livingston, N.J
4. Hancor, New York, N.Y
5. or an approved equivalent.

All approved pipe and fittings shall be sourced and purchased from the same manufacturer only and installed as shown on the Contract Drawings.

- (C) **SELECT GRANULAR FILL:** for select granular fill gradation requirements, see **NYCDOT Standard Highway Specifications - Section 4.11.3.(C)**.

#### **9.13HD.4. SUBMITTALS.**

Contractor shall submit for Engineer's approval product data and installation details and instructions for HDPE pipe, pipe fittings, and connections.

#### **9.13HD.5. METHODS.**

- (A) Installation of the pipe shall be in accordance with ASTM Recommended Practice D 2321, unless specified otherwise in the Contract Documents.
- (B) Installation:
1. Install and maintain proper Erosion and Sediment Control Measures during construction (under Item No. 9.30), as directed by the Engineer, to avoid clogging of the pipes. During the progress of the work, the exposed ends of the pipe shall be provided with approved temporary covers fitted to the pipe so as to exclude earth and other materials.

2. Unless otherwise directed, the trench shall be fully excavated for its entire length before any pipes are laid therein. Refer to Contract Drawings for pipe inverts. Where trench bottom is unstable, the Contractor shall excavate to a depth as required by the Engineer and replace with suitable material or select granular fill as specified by the Engineer. Width of trench shall be as per pipe manufacturer's recommendations.
3. Place and compact bedding material as shown on the plans.
4. Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from the site of the work by and at the sole expense of the Contractor.
5. Install geotextile filter fabric per manufacturer's recommendations using a properly sized filter fabric sock for perforated pipe where and as shown on the plans.
6. Lay HDPE pipe as per manufacturer's recommendations over bedding material. All pipe shall be laid in reasonably close conformity to line and grade and shall have a full, firm and even bearing at each joint and along the entire length of pipe. Joint misalignment shall not result in offsets, in the interior smooth liner, greater than one-quarter (1/4") inch. Pipe laying shall begin at the downstream end and progress upstream. Any single run of pipe, excluding end sections, shall consist wholly of the same type material unless otherwise directed by the Engineer. No section of pipe used shall be less than three (3') feet in length. Keep trenches dry during pipe laying.
7. Provide for and install all joints, couplings, fittings, rings and connections as per manufacturers' instructions and applicable ASTM and ANSI standards. Clean joint contact surfaces immediately prior to joining. Use lubricants, primers, or adhesives as recommended by the pipe or joint manufacturer.
8. Initial backfill material shall be select granular fill and shall envelope the pipe, under the haunches



and around the sides up to a minimum height of six (6") inch above the pipe, and compacted in six inch (6") layers. Trench and backfill width shall be as per manufacturer's recommendations

9. Any sediment which enters pipes during construction shall be removed within 24 hours.
10. Prior to project completion, and as directed by Engineer, the Contractor shall clean pipes by removing all accumulated sediment and debris.
11. Do not remove Erosion and Sediment Control measures until site is fully stabilized.

**9.13HD.6. MEASUREMENT.**

The quantity of High-Density Polyethylene Pipe in the diameter noted to be measured for payment shall be the number of linear feet (laying length) of HDPE pipe, including fittings, measured in their final position, installed to the satisfaction of the Engineer.

**9.13HD.7. PRICES TO COVER.**

The contract price bid shall be a unit price per linear foot of each size High-Density Polyethylene Pipe in the diameter noted, furnished and installed as shown on the Contract Drawings and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, excavation of all materials of whatsoever nature encountered (except the excavation of boulders in open cut and ledge rock), furnishing and installing bedding, sheeting and bracing, backfilling, cleaning up, furnishing and installing pipe and fittings, and connecting and joining pipe to other pipes or drainage structures, furnishing and installing filter fabric wrap/sock; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
9.13 HD4	4" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.
9.13 HDP4	4" PERFORATED HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.

**9.97 FSM**  
**MONUMENT PROTECTION, RELOCATION AND REINSTALLATION**

**9.97FSM.1. INTENT.** Under this item, the Contractor shall protect, relocate and reinstall the Fowler monument as indicated in the Contract Drawings.

**9.97FSM.2. DESCRIPTION.** Section includes: monument relocation minimum requirements, including, but not limited to temporary protection, bracing, hoisting, moving, resetting.

- (A) Special Note: General Fowler granite base and bronze statue is an historic monument attributed to sculptor Henry Baerer and dedicated by the City of New York in 1902. The highest standard of care shall be taken by qualified personnel retained by the Contractor for all Work in this Section.
- (B) Reference Standards: All work to comply with standards of American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), and American Welding Society (AWS).

**9.97FSM.3. COORDINATION AND ADMINISTRATION REQUIREMENTS**

- (A) Coordinate Work to ensure that work areas are kept continuously dry and that adjacent areas are not adversely affected.  
Coordinate:
  - 1. With Engineer, NYC-DOT, and New York City Department of Parks and Recreation - Art and Antiquities.
  - 2. With other trades:
    - a. To ensure that work done by other trades is complete and ready for relocation work.
- (B) Preliminary Meeting:
  - 1. Conduct meeting at Site or at a location in New York City identified by NYC-DDC.
  - 2. Review requirements for relocation, including:
    - a. Construction schedule.
    - b. Availability of materials, qualified personnel retained by the Contractor, equipment, and facilities needed to make progress and avoid delays.
    - c. Site use, access, staging, and set-up location limitations.
    - d. Surface and path preparation.
    - e. Temporary protection.
    - f. Bracing and shoring.
    - g. Relocation procedures.
    - h. Resetting procedures.
    - i. Coordination with finish work.
  - 3. Contractor's Site superintendent, Contractor's Conservator, NYC-DDC, the Engineer, NYC-DOT, Structural Engineer and City's Landscape Architect shall attend.

(C) Pre-installation Meeting:

1. Conduct meeting at Site.
2. Review requirements for relocation, including:
  - a. Construction schedule.
  - b. Availability of materials, qualified personnel retained by the Contractor, equipment, and facilities needed to make progress and avoid delays.
  - c. Forecast weather conditions.
  - d. Site use, access, staging, and set-up location limitations.
  - e. Surface and path preparation.
  - f. Temporary protection.
  - g. Bracing and shoring.
  - h. Relocation procedures.
  - i. Resetting procedures.
  - j. Coordination with finish work.
  - k.
3. Contractor's Site superintendent, Contractor's Conservator, NYC-DDC, the Engineer, NYC-DOT, Structural Engineer and City's Landscape Architect shall attend.

- (D) Coordinate with the Engineer and with other trades to ensure that shoring does not interfere with Engineer's use of Site or work of other trades.

**9.97FSM.4. SUBMITTALS**

(A) Contractor qualifications:

1. Submit evidence that Contractor's or its Sub-contractor who will be performing this work has experience in similar relocation and resetting work; list of at least 3 representative successfully-completed projects within the last 5 years of similar scope and size, including, for each project:
  - a. Project name.
  - b. Owner's name.
  - c. Owner's Representative name, address, and telephone number.
  - d. Description of work.
  - e. Project supervisor.
  - f. Total cost relocation work.
  - g. Completion date.

(B) Conservator Qualifications:

1. Submit evidence that Contractor's conservator has minimum 10 years of experience in similar conservation work; list at least five representative conservation projects of similar scope and size.
2. Submit evidence that the Contractor's Conservator is a Professional Associate or Fellow of the American Institute of Conservation for Historic and Artistic Works.

- (C) Product Data: Manufacturer's literature and technical data indicating type of protection, stabilization, temporary supports and hoists proposed for use and safe load-carrying capacity of each proposed for use. Provide product data for all materials used in resetting of monument.
- (D) Material Certificates: Prior to delivery, submit to the Engineer certificates attesting to compliance with the applicable Specifications referenced herein of the following:
1. Portland cement. Include brand, type, and name of manufacturer.
  2. Hydrated lime. Include brand, type, and name of manufacturer
  3. Aggregate. Include type, sieve analysis and supplier.
  4. Color admixtures. Include brand, type, and name of manufacturer
- (E) Narrative: Provide narrative and protection plan describing the means and methods for all stage of monument relocation and resetting; narrative shall include, but not be limited to the following: protection, stabilization, temporary supports, hoists, resetting.
- (F) Conservation Report: Once Contractor is at point in overall project schedule for starting relocation of bronze statue and granite base, inspect and provide conservation report describing existing condition of bronze statue and granite base. Submit report. After removal of protection, provide conservation report describing condition of bronze statue and granite base and recommended treatments. Conservator shall be approved by the Engineer and Public Design Commission prior to work.
- (G) Shop Drawings: Provide shop drawings showing protection, stabilization, temporary supports, hoists. Include connection and bearing details. Each set of shop drawings shall be scaled minimum 1"=1'-0" and show all parts of assembly including context. Shop drawings shall be prepared by or under supervision of qualified, licensed professional engineer and shall be sealed by engineer with active registration in New York State.
- (H) Design Calculations: Calculations prepared by or under supervision of qualified, licensed professional engineer, and sealed by engineer, indicating that stabilization, temporary supports and hoisting is of adequate size and strength to safely and secure bronze statue and granite base. All stabilization, temporary supports and hoists shall include a minimum 4 factor of safety. Professional engineer shall have active registration in New York State.
- (I) Certificates: For welding operators employed for the Work, indicate having satisfactorily passed AWS qualification tests within previous 12 months. If re-certification of welders is

required, retesting shall be Contractor's responsibility. Welders shall be licensed in New York City.

- (J) Mortar Mockups: Prior to installation of protection, provide three mockups, 6" long, of finished pointing mortar at granite base. Include cleaning of mortar at adjacent mortar joints. Allow to cure minimum 14 days minimum prior to review by the Engineer. If mockups are not accepted, construct new mockups until mockups are approved.
- (K) Joint Preparation Mockups: Prior to repointing, provide a mock-up by the mason who will prepare joints for repointing for Engineer's approval. If mockups are not accepted, construct new mockups until mockups are approved.
- (L) New York City Public Design Commission (PDC) Submission and Approval: After the inspection and Conservation Report is complete, the Contractor shall submit a proposal to the Engineer for the relocation of the monument. The proposal shall include, but not be limited to the following: Scope, Contractor Qualifications, Conservator Qualifications, Product Data, Narrative, method of monument relocation, Conservation Report, Shop Drawings and Design Calculations. The Engineer will submit to the PDC. Written approval from PDC must be obtained prior to relocation of the monument. Comply with all PDC requirements. For more information, refer to [http://www.nyc.gov/html/artcom/html/review/guidelines\\_relocation.shtml](http://www.nyc.gov/html/artcom/html/review/guidelines_relocation.shtml)

#### **9.97FSM.5. DELIVERY, STORAGE, AND HANDLING**

- (A) Store all materials in approved storage area at Site, such that materials do not interfere with Engineer's continued use of site. Keep all materials dry and raised when transported to Site and stored on Site. Remove damaged or wet materials from Site immediately and do not use damaged or wet materials for Work.
- (B) Limit stored materials on surfaces so as to avoid permanent damage to surfaces if part of the completed Work.

#### **9.97FSM.6. PROJECT CONDITIONS**

- (A) Comply with Owner's limitations and restrictions for Site use.
- (B) Environmental Limitations:
  1. Place mortar in joints only when substrate and ambient temperatures are above 40 degrees F and predicted to remain so for at least 7 days after completion of Work, unless procedures and precautions approved by the Engineer are used in response to lower temperatures.
  2. Place mortar in joints only when substrate and ambient temperatures are at or below 90 degrees F and predicted to remain so for at least 7 days after completion of Work,

unless procedures and precautions approved by Engineer are used in response to higher temperatures.

**9.97FSM.7. PROTECTION MATERIALS**

- (A) Insulation
  - 1. Extruded polystyrene (EPS), rigid, complying with ASTM C578 with minimum compressive strength of 25 PSI per ASTM D1621. Use only clean, new materials, not reused or recycled from other applications.
  
- (B) Miscellaneous Protection
  - 1. Polyethyelene, minimum 6 mil thickness. Use only clean, new materials, not reused or recycled from other applications.
  - 2. Cotton or Hemp Canvas: non abrasive to bronze. Use only clean, new materials, not reused or recycled from other applications.
  - 3. Other materials necessary to lift and transport monument without damage.
  
- (C) EPDM (Rubber roofing membrane) and Tarpaulins
  - 1. Of sufficient size and thickness to provide temporary waterproofing at top of protected monument assembly.
  - 2. EPDM (Ethylene propoylene diene terpolymer membrane) shall comply with ASTM D1079.
  - 3. Tarpaulins shall comply with ASTM D751.
  
- (D) Blocking and Timber
  - 1. Comply with ANSI/AWC National Design Specifications. All wood products shall be free of knots and other imperfections that diminish the structural capacity of the members.
  - 2. Use non-staining woods (cypress, white pine, poplar, or yellow pine without an excessive amount of resin). Do not use chemically treated wood. Do not use chestnut, walnut, oak, fir, and other woods containing tannin or other substances that may stain the stone.
  - 3. Separate contact with the monument and wood using polyethylene film.
  
- (E) Steel and Welding
  - 1. All temporary steel used for Work shall be shop primed. All surfaces and edges without coating shall be immediately coated with and epoxy primer to prevent corrosion and runoff which may stain or damage monument.
  - 2. All welding used shall comply with all applicable AWS specifications and local regulations. All welding work shall be performed by New York City licensed welders per the New York City Administrative Code.
  
- (F) Shoring: Steel posts, steel frames, or other steel assemblies with sufficient capacity to support calculated shoring loads at spacing and positioning shown on shop drawings.

1. Adjustable through positive means, such as screw jacks, to achieve tight fit to stone above and below and to compensate for elastic shortening of shores during loading and service.
2. Use undamaged components, including bracing, supplied by shoring manufacturer.

**9.97FSM.8. SETTING MATERIALS**

(A) Cementitious Materials

1. Portland Cement: ASTM C 150, Type I or II. Provide natural color or white cement as required to produce mortar color indicated.
2. Hydrated Lime: ASTM C207, Type S
3. Masonry cements shall not be permitted.

(B) Aggregates for Mortar

1. ASTM C144 except that the grading shall comply with the limits specified in Section 4.3 of BIA M1. Sand shall contain no more than 50 parts per million of chloride ions. Sand shall be free of organic contaminants.
2. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

(C) Water

1. Clean and potable.
2. Free from deleterious amounts of acids, alkalis or organic materials.

(D) Admixtures

1. No admixtures shall be used without written approval, unless otherwise specified.
2. No calcium chloride or admixtures containing calcium chloride shall be used in the mortar.
3. No air-entraining admixtures or material containing air-entraining admixtures shall be used in the mortar.

**9.97FSM.9. MORTAR MIXES**

(E) General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Limit cementitious materials in mortar to portland cement and lime.
3. Limit cementitious materials in mortar for exterior masonry to portland cement and lime.

(F) Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for

applications stated unless another type is indicated or needed to provide required compressive strength of masonry.

1. For joint between concrete base and base granite stone, use Type S.
2. Repointing mortar at granite stone joints shall be prehydrated Type N.

(G) Color Matching:

1. Match color of repointing mortar to the existing mortar joints.

(H) Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.

1. Mix to match Architect's sample of existing pointing mortar and Owner's approval.

**9.97FSM.10. ACCESSORIES**

(A) Spreaders:

1. At bottom of shores: 4x4 timber cribbing, 2x wood bearing pads, or other material; with sufficient bearing area and length to distribute shoring reactions into structurally adequate substrates below.
2. At top of shores: Timber or steel spreader beams or wood bearing pads; to fully support member being shored without damage to member surface.

(B) Shims: Wood at bearing points above shores to ensure tight contact with shored member. Shims shall be of a type and configuration so as to not damage monument.

**9.97FSM.11. EXAMINATION**

(A) Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of Work.

1. Ensure that work done by other trades is complete and ready for Work.
2. Notify Engineer in writing of conditions which may adversely affect installation or performance of Work and recommend corrections.
3. Do not proceed with Work until adverse conditions have been corrected and reviewed by Engineer.
4. Commencing shoring Work constitutes acceptance of Work surfaces and conditions.

**9.97FSM.12. SITE PROTECTION**

(A) Take precautions to ensure safety of people, including building users, passers-by, and workmen, and animals, and protection of property, including adjacent building elements, landscaping, and motor vehicles.



- (B) Prevent construction debris, coatings, and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- (C) Protect paving and sidewalk, and adjacent building areas from mechanical damage due to scaffolding and other equipment.
- (D) Limit access to Work areas.
- (E) Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.
- (F) Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.
- (G) Provide protection at nearby trees. Special care shall be taken to prevent damage to existing trees to remain. No equipment shall pass over, be stored or erected within the dripline of existing trees to remain, except as directed by the Engineer. Access to the existing and proposed monument locations shall be from Fulton Street or from the former South Elliott Street road bed.

**9.97FSM.13. GRANITE BASE AND BRONZE STATUE REPORT AND RELOCATION**

- (A) The following articles depict the minimum requirements for protecting, moving and resetting the granite base and bronze statue. Prior to work, contractor shall retain Engineer and PDC approved Conservator to document and report pre-construction condition of existing granite base and bronze statue. Submit hardcopies of report to Engineer.

**9.97FSM.14. GRANITE BASE AND BRONZE STATUE PROTECTION**

- (A) Prior to enclosing statue and base in protection/enclosure, completely wrap and protect with non-abrasive cushioned materials. Pack all voids in interstitial spaces and voids, such as below cloak, between sabre and legs. Reinforce and brace sabre and other elements to restrain movement during relocation procedure.
- (B) Provide a continuous, monolithic assembly or unified protection at both granite base and bronze statue (a.k.a. "assembly"). Do not fabricate and install protection until shop drawings are approved. Tightly secure perimeter but do not compress contents inside assembly. Exterior of protection shall be rigid and durable and match narrative of protection plan. Exterior of protection may include, but not be limited to the following: continuous perimeter of 2 1/2 inch thick planks and several layers of exterior grade plywood, to be sufficient to last the duration of the move and protect until resetting is complete. To protect statue, provide continuous EPS and/or other protection

material padding between statue and perimeter and top protection. Size enclosure so that minimum 2 inches to 3 inches of padding is provided between monument and planks and/or other in accordance with approved protection plan. Contents within assembly shall be restrained from moving within enclosure. Add EPS packing if settlement occurs at any time. Provide sufficient braces at each quadrant securely attached to fixed points at grade and/or other in accordance with protection plan. Provide loose laid EPDM waterproof protection at top strapped to sides of assembly to prevent uplift of sheets and to shed water at top. Continuous maintain protection and bracing of assembly at all times. Maintain waterproof enclosure for duration of protection.

**9.97FSM.15. DETACH BASE AND SHIM ASSEMBLY**

- (A) Using a quarry type diamond wire saw or by other approved means, carefully cut base joint ONLY between Granite Pedestal Unit C and D to disengage stone from attachment materials, such as mortar, pins, epoxy, if any. During cutting process set HDPE shims to stabilize assembly above. Do not cut, gouge, spall, chip or otherwise damage granite.
- (B) Provide non-marring wedges of sufficient dimension to allow for needling at base of protected assembly. Gently tap array of wedges to lift protected assembly maximum 1/16" each complete round. Continue to lift protected assembly while maintaining protection and bracing; adjust protection and bracing as necessary.

**9.97FSM.16. NEEDLE ASSEMBLY**

- (A) Provide steel framing of sufficient size and spacing to support assembly or granite base, bronze statue and protection in its entirety. Do not fabricate and install needling until shop drawings are approved. Continuously monitor, maintain and adjust bracing as necessary.

**9.97FSM.17. TRANSPORT ASSEMBLY**

- (A) Provide means to transport assembly from existing location to new location identified on landscape drawings. Means may include, but not be limited to the following:
  1. Hoisting assembly via crane; provide steel framework or cage in addition to protection identified above.
  2. Transporting assembly via industrial rollers, steel framework rails on mats and hydraulic jacks.
- (B) Means of transportation of assembly shall not damage assembly including contents. Do not transport until shop drawings are approved. Continuously monitor, maintain and adjust bracing as necessary.

**9.97FSM.18. SET ASSEMBLY**

- (A) Set assembly on prepared surface of foundation without causing damage including scratching, chipping, etc. Set in full bed of mortar. Coordinate needle removal and new concrete base.

**9.97FSM.19. PROTECTION REMOVAL AND FOLLOW-UP REPORT**

- (A) Gently remove and discard protection and recycle steel.
- (B) Provide follow-up Conservation Report for review. Note that damage to any part of monument is Contractor's responsibility. Contractor shall replace all damaged components and restore monument to its pre-Work condition at no additional cost to the Owner. Any repairs or replacement shall be recommended by Conservation Report and Approved the the Architect/Enginner and Owner prior to treatment or fabrication.

**9.97FSM.20. REPOINTING AND CLEANING**

- (A) Carefully rake out existing stone joints to a depth matching approved mockup. Do not spall stone and do not widen joints. Broom, vacuum or flush joints with water to remove dirt and loose debris.
- (B) Mortar Mixing: Except as specified herein, mix mortar in accordance with requirements of BIA M1. Control batching procedure to insure proper proportions by measuring materials by volume with known volume containers. Do not measure mortar materials by shovels.
- (C) Point mortar at base.
- (D) Repoint in layers not greater than 1/4 inch inch. Compact each layer and allow to become thumbprint hard before applying next layer. After final layer is thumbprint hard, tool joints to match original appearance of joints. Remove excess mortar from edges of joints by brushing.
- (E) Cure mortar by maintaining in damp condition for at least 72 hours with wet burlap or plastic sheeting, including weekends and holidays.
- (F) After mortar cures, gently rinse with low-pressure (less than 300 PSI) water.

**9.97FSM.21. MEASUREMENT.** The quantity to be measured for payment shall be Lump Sum for the Monument Protection, Relocation and Restoration at the site to the satisfaction of the Engineer.

**9.97FSM.22. PRICE TO COVER.** The price bid shall be a lump sum price for Monument Protection, Relocation and Restoration, and shall include

the cost of all labor, materials, equipment, insurance necessary to complete the work, including but not limited to, protection and removal of the existing monument, relocation of the monument on a new concrete foundation, and the services of a qualified conservator, all in accordance with the Contract Drawings, specifications, and directions of the Engineer.

*Payment will be made under:*

Item No.	Item	PAY UNIT
9.97 FSM	MONUMENT PROTCTION, RELOCATION AND RESTORATION	LUMP SUM

**SECTION HW-914  
ALLOWANCE FOR (WAYFINDING) TOTEMS**

**HW-914.1. DESCRIPTION.** Under this item, the Contractor shall be required to pay to the TOTEM sign contractor for them to furnish and install new (WAYFINDING) TOTEMS.

**HW-914.2. MATERIALS.** (Not applicable)

**HW-914.3. CONSTRUCTION DETAILS.** (WAYFINDING) TOTEMS signs shall only be installed once the foundations have been installed by the Contractor under other contract items.

**HW-914.4. METHOD OF MEASUREMENT.** The fixed price lump sum shown in the Bid Schedule for this item shall be included in the total bid price; however, actual payment to the Contractor will be based on the actual invoices submitted by the TOTEM sign contractor to the Contractor for payment. The fixed sum is not to be altered in any manner by the bidder.

It is agreed that all work shall be based on the actual number of TOTEM SIGNS that are installed to the satisfaction of the Engineer.

**HW-914.5. BASIS OF PAYMENT.** The Contract price for this item shall be the total price for the work performed by the TOTEM sign contractor under this item. Payment shall be equal to the sum total of all vouches submitted to the Contractor by TOTEM sign contractor, as approved by the Engineer, for payments made by the Contractor to TOTEM sign contractor for the cost of furnishing and installing new (WAYFINDING) TOTEMS.

Payment under this item shall be made by the City on a reimbursement basis only, for payments made by the Contractor to the TOTEM sign contractor for providing the materials and services required to furnish and install TOTEM, as required. Said payments shall be equal the total amount of invoices submitted by the TOTEM sign contractor to the Contractor during the period for which a requisition is submitted. The Contactor shall be required to submit to the Engineer satisfactory evidence of payment to TOTEM sign contractor. No retainage will be withheld by the Department on such payments made under this section.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the total bid solely to insure that sufficient monies will be available to pay the Contractor for the work performed under this item.

The Contractor shall maintain separate books of accounts and shall not charge any portion of the cost for furnishing and installing TOTEM SIGNS to another part of the work. Payment and partial payments under this item shall be treated separately from the rest of the contract items.

The voucher for payment shall be submitted to the Engineer on a monthly basis.

The "fixed sum" is for bidding purposes only and shall not be varied in the bid. The Contractor will be paid for the actual amount regardless of the fixed sum, which may be more or less than the fixed amount.

*Payment will be made under:*

Item No.	Item	Pay Unit
HW-914	ALLOWANCE FOR (WAYFINDING) TOTEMS	F.S.

**SECTION PK-12A**  
**WATER TAP, 1" DIAMETER**

**PK-12A.1. WORK:** Under this Item, the Contractor shall obtain permits from the New York City Department of Environmental Protection, and install water tap(s) of the size(s) specified at existing New York City water mains where shown on the plans.

**PK-12A.2. PERMIT:** The Contractor shall employ a licensed Certified Master Plumber to obtain a permit from the New York City Department of Environmental Protection, Bureau of Water Supply and Wastewater Collection, Tapping Division, hereinafter referred to as D.E.P.

**PK-12A.3. MATERIALS & EXECUTION:** The Contractor shall notify the Engineer and the D.E.P. three (3) days prior to intended date of work. All sawcutting, excavation, installation of water tap, and restoration of street pavement (where applicable) shall be performed in accordance with D.E.P. and New York City Department of Transportation requirements.

Included under this item, the Contractor shall abandon, disconnect, cap (under Item PK-124), or plug any existing water service from the existing water main in accordance with the regulations of the Bureau of Water Supply, whether or not the existing service is in approximately the same location as the new water service, wet connection, or water tap.

All materials necessary for the installation of the tap(s) will be furnished by the D.E.P. and shall be paid for by the Contractor.

**PK-12A.4. MEASUREMENT AND PAYMENT:** The quantity of WATER TAP to be paid for shall be the number of Water Taps installed to the satisfaction of the Engineer.

The price bid shall be a unit price for EACH tap and shall include the cost of all labor, materials, equipment, insurance, and incidental expenses, including, but not limited to, disconnection and abandonment of the existing wet connection or water/tap, the cost of permits and the amounts paid to the D.E.P. necessary to complete the work in accordance with the plans, the specifications and directions of the Engineer.

Excavation, Sawcutting, and Restoration of Street Pavement (where applicable) will be paid separately under the appropriately scheduled items.

Payment will be made under:

Item No.	Item	Pay Unit
PK-12A	WATER TAP, 1" DIAMETER	EACH

**SECTION PK-13D**  
**TYPE "K" COPPER TUBING, 1' DIA.**

**PK-13D.1. DESCRIPTION.** Under this section the Contractor shall furnish, install and connect the water pipe of the size shown in accordance with the Contract Drawings, the specifications and directions of the Engineer.

**PK-13D.2. MATERIALS AND METHODS.**

**PIPE:** The water service pipe shall be rigid hard temper type "k" copper tubing in straight lengths meeting the specification for ASTM designation No. B 88.

**FITTINGS:** Fittings shall be approved wrought copper and bronze solder - joint pressure fittings (ANSI B 16.22), Di-Electric fittings as required.

**JOINTS:** Joints shall be made by soldering, using 95-5 tin antimony solder. From the curb valve to the water tap, joints shall be of the "flared" type.

**INSTALLATION:** The pipe shall be laid true to line and grade with a cover as indicated on the plans or as directed by the Engineer. When the foundation is good firm earth, the earth should be pared or molded to give a full support and if necessary a layer of fine sand or other suitable material should be placed. The same means of securing firm foundation should be adopted in case the excavation has been made deeper than necessary, in which case the Contractor shall furnish the gravel at his own expense.

Where the bottom of the trench is in rock, fresh fill, soil of low bearing power or other situations where special foundations are required, the Contractor shall provide such foundation in accordance with the written order of the Engineer. The work shall be paid for at the unit prices bid for the materials used in the work.

**TESTS:** The Contractor shall not backfill over any pipe until ordered by the Engineer. The pipe system shall be tight and show no leaks when filled with water, sealed and subjected to an internal hydrostatic pressure of 100 psi for thirty minutes. Temporary caps shall be placed where required to permit making the tests where valves are not available. The tests shall be made in the presence of the Engineer or his representative.

**PK-13D.3. MEASUREMENT.** The quantity of TYPE K COPPER TUBING to be paid for under these items shall be the number of linear feet (laying length) of each size tubing incorporated in the work to the satisfaction of the Engineer, measured along the centerline of the tubing.

**PK-13D.4. PRICES TO COVER.** The unit price bid for each size TYPE K COPPER TUBING shall include the cost of all labor, materials,



equipment, insurance, and incidental expenses necessary to complete the work including, but not limited to, excavation and backfilling to grade, furnishing and installing tubing, fittings and fine gravel; all in accordance with the plans, the specifications, and the directions of the Engineer.

Water taps will be paid for under other items.

*Payment will be made under:*

Item No.	Item	Pay Unit
PK-13D	TYPE K COPPER TUBING, 1" DIAMETER	L.F.

**SECTION PK-14C1  
CURB VALVE - 1" DIA.**

**PK-14C.1. WORK:** Under this Item, the Contractor shall furnish and install CURB GATE VALVES of the size shown on the plans, in strict accordance with the plans, specifications, and directions of the DDC Resident Engineer.

**PK-14C.2. SHOP DRAWINGS:** The Contractor shall submit catalog cuts of the curb gate valve for approval.

**PK-14C.3. VALVES:** Valves shall be Stockham No. B-130 with bronze body, bronze bonnet, inside screw, non-rising stem, solid wedge disk, and threaded ends, or approved equivalent.

**PK-14C.4. OPERATING KEY:** An approved operating key of proper size for each valve shall be furnished by the Contractor. However, the Contractor need not furnish more than two (2) keys for each type of valve, regardless of the quantity of valves called for in the Contract. For valves 2" diameter, the operating key shall be Stockham No. 1V437, or approved equivalent.

**PK-14C.5. MEASUREMENT:** The quantity of CURB GATE VALVE to be paid for under this Item shall be the number of valves of each size, furnished and installed in accordance with the Contract Drawings, specifications, and to the satisfaction of the Engineer.

**PK-14C.6. PRICE TO COVER** The price bid shall be a unit price for EACH Curb Gate Valve of Each Size, and shall include the cost of all labor, materials, equipment, and other incidentals necessary to complete the Work in accordance with the Contract Drawing the specifications, and directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
PK-14C1	CURB VALVE, 1" DIA.	EACH

**SECTION PK-15 CWE**  
**DOUBLE CHECK VALVE FOR IRRIGATION -1" DIA., WITH ENCLOSURE**

**PK-15CWE.1. INTENT:** Under this section the Contractor shall provide all labor, materials and equipment necessary or required to furnish and install a Double Check Valve (DCV); including, but not limited to, all pipe, fittings, valves, enclosure, footings, and other sundries necessary to complete plumbing work and connection to water service and water feed line; all in accordance with the plans, the specifications and directions of the Engineer, and in compliance with all rules, regulations and requirements of all regulatory agencies having jurisdiction.

**PK-15CWE.2. SUBMITTALS:** Submittals shall be submitted in accordance with the requirements of the NYC Department of Transportation's Standard Highway Specifications, General Conditions, **Section 1.06.13.**

(A) SHOP DRAWINGS

The Contractor shall submit Shop Drawings when required, in accordance with the requirements of the **General Conditions, Section 1.06.13,** of the Standard Highway Specifications. A shop drawing is required to show installation of the complete Double Check Valve Assembly and Enclosure.

(B) CATALOG CUTS

The Contractor shall submit Catalog Cuts of the Double Check Valve, Enclosure and all connected piping for approval prior to installation.

(C) CERTIFICATIONS:

The Contractor shall be responsible for obtaining all certifications necessary to comply with the NYC Bureau of Water Supply & Wastewater Collection, Cross Connection Control Unit and the NYS Dept. of Health regulations for DCV (after installation), including Certification by Backflow Prevention Device Tester; Certification of Master Plumber responsible for the DCV installation, and a Professional Engineer's or Registered Architect's Certification that the installation is in accordance with the approved Plans. The Contractor shall prepare and submit copies of N.Y.S. Department of Health (D.O.H.) Form Gen. 215B to the NYS Dept. of Health and NYC Cross Connection Control Unit of the Bureau of Water Supply & Wastewater Collection. NYCDPR shall receive copies in triplicate of all such submittals. The DPR Design Division; Environmental Engineering Section shall be copied on all such submittals. In summation, the Contractor shall be held completely responsible to ensure that all work is in compliance with N.Y.S. D.O.H., Form Gen. 215B.

**PK-15CWE.3. MATERIALS:** All materials shall be high quality, industry standard and capable of meeting the performance requirements stated herein. All "or approved equivalent" proposals will be reviewed by

the Engineer for acceptability. Submittal of "or approved equivalent" specifications does not guarantee acceptance of the product. All product acceptances will be made in writing.

All materials throughout the system shall be new and in perfect condition, made from corrosion-resistant materials when subjected to weather conditions, and supplied from an "authorized" dealer servicing the Metropolitan New York area, in order to assure prompt warranty repair and/or replacement. After award of the Contract, and prior to beginning the work, the Contractor shall submit for approval two copies of the complete list of materials which he proposes to furnish and install, along with quantities of materials and equipment that are need. No deviations from the specifications will be allowed.

(A) CONCRETE

All concrete shall comply with **Section 3.05** of the NYCDOT's Standard Highway Specifications, except that compressive strength shall be 5,000 psi at 28 days. All precast concrete shall have a honed finish. The precast concrete shall be well cured. The cement and aggregate shall be thoroughly mixed in a proportion of one (1) part Portland cement to not over six (6) or less than four (4) parts of aggregate. The aggregate, fine and course, shall conform to ASTM C-33. Aggregate shall be free of all deleterious substances which cause reactivity with oxidized hydrogen sulfides. Aggregate shall be graded to produce a homogenous concrete mix.

(B) DOUBLE CHECK VALVE ABOVE GROUND ENCLOSURE

DCV above ground enclosures shall be as manufactured by one of the following manufacturers, or an approved equivalent:

1. HotBox, 924 Lane Avenue, Jacksonville, FL 32254
2. Hydrocowl Inc., 2710 Landers Avenue, Nashville, TN 37211
3. Dekorra Products LLC., PO Box 338, 218 Hwy 16, Rio, WI, 53960

(C) DOUBLE CHECK VALVE FOR IRRIGATION:

One (1") inch double check valve (DCV) for irrigation shall be manufactured by one of the following manufacturers, or an approved equivalent:

1. Model 950XL as manufactured by Wilkins, 1747 Commerce Way, Paso Robles, CA 93446
2. Model 850 by Febco, 4381 N. Brawley Ave, Suite 102, Fresno, CA, 93722-3919
3. Watts, 815 Chestnut Street, North Andover, MA 01845-6098

The DCV shall meet the requirements of American Society of Sanitary Engineers (ASSE) Standard 1013 & the American Water Works Association (AWWA) Standard Code 506-78.

**PK-15CWE.4. METHODS:**

(A) GENERAL

All plumbing work is to be done by a Licensed Plumber. All on-site plumbing work is to be done by a New York City Master Licensed Plumber. The Contractor shall comply with all rules, regulations, and requirements of all regulatory agencies having jurisdiction.

(B) PERMITS AND FEES

The Contractor shall be required to obtain all permits and pay required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of construction shall be arranged as required. Upon completion of the work, satisfactory evidence shall be furnished to the Engineer to show that all work has been installed in accordance with the rules, regulations, ordinances, and code requirements.

(C) APPROVAL

The Contractor shall furnish for approval a scope of work which shall include, but not be limited to, providing a layout drawing of valve boxes, main line piping, DCV, DCV enclosure, etc., in addition to his method of installation of the above and maintain required for the system including winterizing valves and fixtures. The Contractor shall further provide all catalogue cuts of materials, equipment, and fixtures for approval of all system components.

(D) CONFERENCE

Prior to any work being performed, a pre-construction meeting will be held by NYCDDC. At that meeting, the Contractor shall provide a construction schedule to the Resident Engineer and discuss any concerns and procedures required for obtaining approval of materials and work under this Contract. Arrangements for this meeting will be made by NYCDDC.

(E) INSPECTION OF SITE

It is mandatory that the Contractor shall acquaint himself with all site conditions. Should utilities not shown on the plans be found during excavations, the Contractor shall promptly notify the Resident Engineer for instructions as to further action. Failure to do so will make Contractor liable for any and all damage thereto arising from his operations subsequent to discovery of such utilities not shown in plans. The Contractor shall also be required to determine the available water pressure and gallons per minute (gpm) delivery that are available from the site's water source.

Contractor shall make necessary adjustments in the layout as may be required to connect to the City water mains. All coordination with NYCDEP and other agencies is the responsibility of the Contractor.

(F) REJECTION

The City reserves the right to reject material or work which does not conform to the Contract Documents. Rejected work shall be removed and replaced or corrected at the earliest possible time.

(G) EXCAVATION

The Contractor shall excavate to the lines and grades as shown in the Contract Drawings. All Temporary sheeting as required shall comply with **Section 40.05, SHEETING AND BRACING**, of the NYCDEP Standard Sewer and Water Main Specifications.

(H) CONNECTIONS

The Contractor shall connect the water piping as shown on the Contract Drawings for a complete and satisfactory operating unit to the satisfaction of the Engineer. Connections to the RPZ shall be as shown on the Contract Drawings and per manufacturer's instructions.

(I) "AS-BUILT" DRAWINGS

The Contractor shall fully cooperate with the Engineer in the making of an "As-Built" drawing as per **Section 1.06.14 of General Requirements** in the Standard Highway Specifications. Drawing shall show all items installed during construction, including the DCV, main line or connection pipe, Precast Structures, and all valves. The drawing shall also indicate and show all material of sizes, model numbers, manufacturer's name and catalog name and catalog number. This information shall be given to the Engineer before final acceptance of work. The Contractor shall also provide operating manuals, maintenance instruction documents and a schedule of maintenance activities for all equipment as well as a guide to trouble-shooting system problems. The Contractor shall provide all manufacturers' warranties for installed products and systems in addition to telephone numbers of manufacturers that can supply compatible replacement parts.

(J) SYSTEM FUNCTION AND TESTING

The Contractor shall conduct a pressure test of all plumbing and irrigation connections in the presence of the Engineer.

Upon completion of the work, the Contractor shall clean up the site, remove all unused materials and debris and coordinate with its landscape contractor to complete any outstanding items of work which may also include completion of mulch installation.

(K) FINAL ACCEPTANCE

Final acceptance of the work may be obtained from the NYCDDC upon the satisfactory completion of all the work. At the time of final acceptance, the Contractor shall deliver five (5) copies of keys to all locked equipment.

**PK-15CWE.5. GUARANTEE AND WARRANTEE:**

All work, materials and equipment shall be guaranteed for eighteen (18) months from date of substantial completion of the project, against all defects in material, equipment and workmanship. Guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the Engineer. Repairs, if required, shall be done promptly at no cost to the City.

**PK-15CWE.6. MEASUREMENT AND PAYMENT:**

The quantity of Double Check Valve (DCV) for Irrigation - 1" DIA., With Enclosure, to be measured for payment shall be the number actually installed to the satisfaction of the Engineer.

The price bid shall be a unit price for each Double Check Valve (DCV) for Irrigation - 1" DIA., With Enclosure. and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, obtaining certifications, installation of all plumbing work within the structure, connection to the water service at the structure, and furnishing and installing the enclosure; all in accordance with the Contract Plans, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
PK-15 CWE	DOUBLE CHECK VALVE (DCV) FOR IRRIGATION - 1" DIA., WITH ENCLOSURE	EACH

**SECTION PK-17  
CAST IRON VALVE BOX, 5-1/4" DIAMETER**

**PK-17.1. DESCRIPTION.** Under this Section the Contractor shall furnish and install a CAST IRON VALVE BOX, 5-1/4" DIAMETER, in accordance with the Contract Drawings, the specifications and directions of the Engineer.

**PK-17.2. MATERIALS AND METHODS.**

Valve Box: The 5-1/4" diameter cast iron valve boxes shall be Bingham & Taylor Fig. No. 4908 with a Fig No. 4904-L locking cover; or, approved equivalent types manufactured by Star Pipe Products, Houston, TX; Tyler Utilities Division, Tyler, TX; or another approved manufacturer. The cover shall have the designation "WATER" cast thereon. The boxes shall extend within the limits called for on the Contract Drawings.

Setting: The valve boxes shall be set plumb, as shown on the Contract Plans, on a footing of brick laid in cement mortar, supported on a foundation of broken stone.

Brick: The brick shall be made from clay or shale, well burned, of a quality approved by the Engineer. The mortar shall be composed of one part Portland Cement and two parts sand.

Broken Stone: The broken stone shall be clean broken traprock, or other approved stone, all of which shall pass a one-inch square opening screen and retained on a 5/8 inch square opening screen.

**PK-17.3. SHOP DRAWINGS.** The Contractor shall submit Shop Drawings, when required, in accordance with the requirements of the NYC DOT's Standard Highway Specifications, General Conditions, **Section 1.06.13.** The Contractor shall submit Shop Drawings, when required, for the Engineer's approval.

**PK-17.4. MEASUREMENT.** The quantity of CAST IRON VALVE BOXES, 5-1/4" DIAMETER, to be paid for under this item shall be the number of cast iron valve boxes satisfactorily installed.

**PK-17.5. PRICE TO COVER.** The price bid shall be a unit price per EACH Cast Iron Valve Box and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, excavation and restoration, and furnishing and placing brick and broken stone setting bed; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
PK-17	CAST IRON VALVE BOX, 5-1/4" DIAMETER	EACH



**SECTION PK-25 H**  
**PRECAST CONCRETE PLANTER, 54" ROUND X 20" HEIGHT**

**PK-25H.1. INTENT.** This Section describes the furnishing and installation of precast concrete planters, 54" in diameter and 20" in height as indicated on the Contract Drawings and as specified herein.

(A) Related Work Specified in the NYC DOT's Standard Highway Specifications:

1. Section 4.17 - Shrubs and Groundcover
2. Section 4.06 - Concrete in Structures, Class A-40

**PK-25H.2. MATERIALS.**

(A) Manufacturers: Subject to compliance with the following requirements, products that may be incorporated into the Work include, but are not limited to, the following:

1. Precast Planters: All planters shall be of one manufacturer:
  - a. Wausau Tile, Inc., 9001 Bus. Hwy 51, Rothschild, WI 54474 , Tel: 715-359-3121, Fax: 715-355-4627, [www.wausautile.com](http://www.wausautile.com)
  - b. Concreteworks, 349 Dunhams Corner Road, East Brunswick, New Jersey 08816, Tel: 732-390-9944, Fax: 732-390-4343, [www.concreteworks.com](http://www.concreteworks.com)
  - c. Dura Art Stone, 1324 Southern Road, Morrow, GA 30260, Tel: 770-980-9550, Fax: 770-960-9535, [www.duraartstone.com](http://www.duraartstone.com)
  - d. Or approved equivalent.

(B) Fabrication: Planter shall be fabricated from architectural precast concrete including a mixture of high-grade white and gray cements with aggregates of sizes as required for structural strength and selected texture. Portland Cement shall conform to ASTM C-150 Types I, II, or III. Integral color shall be pure mineral oxide, lime-proof and non-fading. Aggregates shall conform to ASTM C-33 with a maximum size of 3/4 inch. Reinforcing steel shall conform to ASTM A 615. Minimum strength shall be 5,000 psi at 28 days. Absorption shall not exceed 5 percent. Molds shall be designed to eliminate any surface imperfections or voids. Planters shall be provided with drainage and irrigation holes. Color shall match that of Wausau Tile's C30 WS (Weatherstone Glass) with acid-etched finish, to the satisfaction of the Engineer.

- (C) Exposed Surfaces: Smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped. Appearance shall be consistent. Casting seams shall blend into finish and shall not be identifiable.
- (D) Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable.

**PK-25H.3. SUBMITTALS**

- (A) Product Data: For each product provide shop drawings including: dimensions of individual components and profiles, material descriptions, finishes, necessary field-assembly requirements and installation details.
- (B) Samples for Initial Selection: To display true color and texture of material.
- (C) Samples for Verification: For each type of exposed finish required, prepare Samples of the size indicated below.
  - 1. Size: Not less than 6-inch long linear components and 4-inch square sheet components.
- (D) Product Schedule: For site furnishings. Use same designations indicated on Drawings.
- (E) Material Certificates: For planter materials.
- (F) Maintenance Data: For site furnishings; include in maintenance manuals.

**PK-25H.4. QUALITY CONTROL**

- (A) Source Limitations: Obtain each type of site furnishings through one source from a single manufacturer.

**PK-25H.5. METHODS**

- (A) Examine areas and conditions, with Installer present, for compliance with requirements for correct finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.
- (B) Storage location of furnishings shall be as directed by the Engineer. Furnishing shall be protected from falling, chipping, scratching, and staining during storage and transportation. Any

damage will be the responsibility of the Contractor to repair or replace in kind.

- (C) Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site furnishings, where required.
- (D) Unless otherwise indicated, install site furnishings after paving has been completed.
- (E) Install site furnishings level, plumb, true, and securely anchored or positioned at locations indicated on Drawings.
- (F) Locate planters accurately per site layout drawings, in coordination with irrigation and planting work.
- (G) Fill and plant planters after acceptance of locations.
- (H) After completing site and street furnishing installation, inspect components. Remove any spots, dirt and debris. Repair damaged finishes to match original finish or replace component, as directed by the Engineer.

**PK-25H.6. MEASUREMENT.** The quantity to be measured for payment shall be number of precast concrete planters installed on site to the satisfaction of the Engineer.

**PK-25H.7. PRICE TO COVER.** The contract price bid for Precast Concrete Planters shall be a unit price per each planter and shall cover the cost of all labor, materials, inspection, insurance, and incidentals required to complete the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

No separate payment will be made for replacement planters that the Contractor shall acquire as a result of damage to planters due to delivery, storage or handling.

*Payment will be made under:*

Item No.	Item	Pay Unit
PK-25H	PRECAST CONCRETE PLANTER, 54" DIA.	EA

#### 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 Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

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 Contract Drawings, 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

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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>

the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

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. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

F. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:

- (A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
- (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by 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 by 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 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 subcontractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

- a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permittor/MTA and shall deliver evidence of such policies.
- b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. ("ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittor:

For NYCT Contract Inspection  
C/O Mr. John Malvasio, P.E.  
Assistant Chief Engineer  
Department of Maintenance of Way  
NYC Transit

130 Livingston Street, Room 8044  
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: (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.

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 its 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. PRIVATE UTILITY HARDWARE ADJUSTMENTS will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

L. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

M. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the

Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

N. THE CONTRACTOR IS NOTIFIED that wherever the Item No. "6.52" and words "flagger" and "flagperson" are used in the Contract Documents and Drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard".

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.

O. THE CONTRACTOR IS NOTIFIED that for use of City water under this project the Contractor shall be required to obtain a water use permits from the Department of Environmental Protection at the Contractor's own cost.

P. 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) 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.

Q. 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.

R. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.



## Department of Transportation

POLLY TROTTENBERG, Commissioner

### OCMC TRAFFIC STIPULATIONS

September 29, 2014

**OCMC FILE NO:** BNEC-13-4B5  
**CONTRACT NO:** HWPLZ010K  
**PROJECT:** RECONSTRUCTION OF FOWLER SQUARE PLAZA  
**LOCATION(S):** FULTON STREET BETWEEN FORT GREENE PLACE AND SOUTH PORTLAND AVENUE  
 SOUTH ELLIOTT PLACE BETWEEN DEKALB AVENUE AND HANSON PLACE  
 LAFAYETTE AVENUE BETWEEN FORT GREENE PLACE AND SOUTH PORTLAND AVENUE  
 FORT GREENE PLACE BETWEEN LAFAYETTE AVENUE AND HANSON PLACE

PERMISSION IS HEREBY GRANTED TO THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

#### I. SPECIAL STIPULATIONS

- A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES SUCH AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **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).
- C. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- D. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- E. **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.
- F. **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](mailto:TMC@DOT.NYC.GOV) AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- G. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
- H. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- I. **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.
- J. **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.

NYC Department of Transportation  
 Bureau of Permit Management and Construction Control  
 55 Water Street – 7<sup>th</sup> Floor, New York, NY 10041  
 T: 212.839.9621 F: 212-839-8970  
[www.nyc.gov/dot](http://www.nyc.gov/dot)

OCMC FILE NO: BNEC-13-485  
 CONTRACT NO: HWPLZ010K  
 PROJECT: RECONSTRUCTION OF FOWLER SQUARE PLAZA

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**I. SPECIAL STIPULATIONS (CONTINUED)**

- K. 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.
- L. NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ADJACENT PROPERTY OWNERS.
- M. CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT\\_CPIS\\_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

**II. MAINTENANCE AND PROTECTION OF TRAFFIC**

**A. FULTON STREET BETWEEN FORT GREENE PLACE AND SOUTH PORTLAND AVENUE**

1. Work hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
2. During working hours, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction). After working hours, the Permittee shall restore all travel lanes to traffic.
3. The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

**B. INTERSECTION OF FULTON STREET AND SOUTH ELLIOTT PLACE**

**C. INTERSECTION OF FULTON STREET AND LAFAYETTE AVENUE**

**D. INTERSECTION OF FULTON STREET AND FORT GREENE PLACE**

1. Work hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
2. While working in the intersection of Fulton Street and South Elliott Avenue, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction) on Fulton Street, and a minimum of one (1) 11-foot lane for traffic on South Elliott Place.
3. While working in the intersection of Fulton Street and Lafayette Avenue, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction) on Fulton Street, and a minimum of one (1) 12-foot lane for traffic with a shared bike lane on Lafayette Avenue.
4. While working in the intersection of Fulton Street and Fort Greene Place, the Permittee shall maintain a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction) on Fulton Street, and a minimum of two (2) 11-foot lanes for traffic (one (1) 11-foot lane for traffic in each direction) on Fort Greene Place.
5. After working hours, the Permittee shall restore the full width of the roadway to traffic.
6. The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.
7. The Permittee must maintain a minimum of one (1) north-south pedestrian crosswalk and one (1) east-west pedestrian crosswalk for pedestrian access at all times.

**E. SOUTH ELLIOTT PLACE BETWEEN DEKALB AVENUE AND LAFAYETTE AVENUE**

**F. SOUTH ELLIOTT PLACE BETWEEN FULTON STREET AND HANSON PLACE**

1. Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
2. During working hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic. After working hours, the Permittee shall restore all travel lanes to traffic.
3. The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

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## II. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

### G. SOUTH ELLIOTT PLACE BETWEEN LAFAYETTE AVENUE AND FULTON STREET (Closed to vehicle access)

1. This roadway is closed to vehicle access.
2. Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
3. The Permittee shall provide and maintain a minimum 5-foot clear path either on the sidewalk or through the plaza for pedestrian access at all times.

### H. LAFAYETTE AVENUE BETWEEN FORT GREENE PLACE AND SOUTH PORTLAND AVENUE

1. Work hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
2. During working hours, the Permittee shall maintain a minimum of two (2) 10-foot lanes for traffic with a shared bike lane. After working hours, the Permittee shall restore all travel lanes to traffic.
3. The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

### I. INTERSECTION OF LAFAYETTE AVENUE AND FORT GREENE PLACE

1. Work hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
2. During working hours, the Permittee shall maintain a minimum of two (2) 10-foot lanes for traffic with a shared bike lane on Lafayette Avenue, and a minimum of one (1) 11-foot lane for traffic on Fort Greene Place. After working hours, the Permittee shall restore the full width of the roadway to traffic.
3. The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.
4. The Permittee must maintain a minimum of one (1) north-south pedestrian crosswalk and one (1) east-west pedestrian crosswalk for pedestrian access at all times.

### J. INTERSECTION OF LAFAYETTE AVENUE AND SOUTH ELLIOTT AVENUE

1. Work hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
2. During working hours, the Permittee shall maintain a minimum of two (2) 10-foot lanes for traffic with a shared bike lane on Lafayette Avenue, and a minimum of one (1) 11-foot lane for traffic on South Elliott Place north of the intersection. After working hours, the Permittee shall restore the full width of the roadway to traffic.
3. The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.
4. The Permittee must maintain a minimum of one (1) north-south pedestrian crosswalk and one (1) east-west pedestrian crosswalk for pedestrian access at all times.

### K. FORT GREENE PLACE BETWEEN LAFAYETTE AVENUE AND HANSON PLACE

1. Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday  
8:00 AM to 4:00 PM, Saturday
2. During working hours, the Permittee shall maintain a minimum of one (1) 11-foot lane for traffic during working hours. After working hours, the Permittee shall restore the full width of the roadway to traffic.
3. The Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrian access at all times.

## III. GENERAL NOTES

- A. **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.
- B. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

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### III. GENERAL NOTES (CONTINUED)

C. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

#### 1. 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.

#### 2. 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.

#### 3. 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.

#### 4. 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.

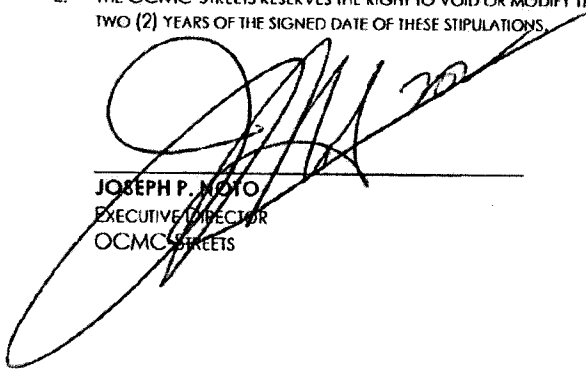
- D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- F. THE PERMITEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- G. THE PERMITEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- H. 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.
- I. 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.
- J. 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.

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CONTRACT NO: HWPLZ010K  
PROJECT: RECONSTRUCTION OF FOWLER SQUARE PLAZA

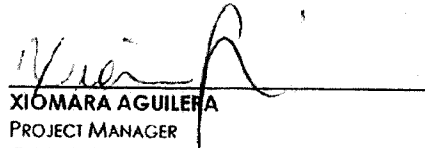
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III. GENERAL NOTES (CONTINUED)

- K. 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.
- L. 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.



\_\_\_\_\_  
JOSEPH P. MOTO  
EXECUTIVE DIRECTOR  
OCMC-STREETS



\_\_\_\_\_  
XIOMARA AGUILERA  
PROJECT MANAGER  
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

### INTERPRETTIVE MEMORANDUM # 2 February 14, 1995

*Subject: Temporary Storage and Processing of Construction and Demolition Debris  
by New York City Agency Contractors*

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce  
New York's Waste.

**Example: Street Construction Projects**

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

**2. Procedure for Exception.**

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of \_\_\_\_\_ (the "Agency") has awarded a construction contract to \_\_\_\_\_ (Contractor) \_\_\_\_\_ (the "Contractor") for work to be performed at \_\_\_\_\_ (Contract Site) \_\_\_\_\_ .

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

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

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

(NO TEXT ON THIS PAGE)

**ATTACH TO CONTRACT DOCUMENTS**

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

**PROJECT ID: HWPLZ010K**

**RECONSTRUCTION OF  
FOWLER SQUARE PLAZA**

**FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO LAFAYETTE AVENUE**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC SIGNAL WORK  
Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN**

**ADDENDUM NO. 2**

**DATED: December 15, 2014**

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

---

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

**A. NOTICE TO BIDDERS**

- (1) (A) The Contractor is advised that copies of the Standard Sewer And Water Main Specifications (dated July 1, 2014), Sewer Design Standards (dated (September 2007) Revised January 2009), Specifications For Trunk Main Work (dated July 2014) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

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

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

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

- (2) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (8) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively.

- (9) 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) 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.
- (10) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

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

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

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

(NO TEXT)



**C. AMENDMENTS TO THE STANDARD SEWER 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 Mr. Paul Cherian at (718) 904-4934 or Mr. Noel Leon at (718) 275-2852.

(2) 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. David Reid at (718) 977-8138.

(3) 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. Hakim Ghanem at (718) 888-4277.

(4) 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.

- (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. James Garin, P.E., Director, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Nick Varone at (718) 624-4194.

(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. John Mueller at (718) 393-3229 or Mr. James Cruickshank at (718) 965-7739.

(5) N.Y.C. TRANSIT AUTHORITY

The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements.

Arrangements shall be made through:

Ms. Sarah Wyss  
Director Of Short Range, Bus Service Planning (SRB)  
New York City Transit  
2 Broadway, 17<sup>th</sup> Floor  
New York, N.Y. 10004  
Telephone No. (646) 252-5517  
sarah.wyss@nyct.com

(3) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page I-15:  
**Add** the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWPLZ010K.

(4) **Refer** to **Subsection 71.41.4 - Specific Pavement Restoration Provisions**, Page VII-67:  
**Add** the following to **Subsection 71.41.4**:

(E) Specific Pavement Restoration Provisions:

- (1) Highway and roadway reconstruction shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWPLZ010K.

**D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK**

- 1) Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Paragraph 13. Special Fittings:, Page 5;  
Add the following to Paragraph 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

**END OF ADDENDUM NO. 2**  
**This Addendum consists of seven (7) pages.**

**NO TEXT ON THIS PAGE**

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

PROJECT ID: HWPLZ010K

RECONSTRUCTION OF  
FOWLER SQUARE PLAZA

FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO LAFAYETTE AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC SIGNAL WORK  
TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF BROOKLYN  
CITY OF NEW YORK

ADDENDUM NO. 3

(SECTION U VERSION 2.0)

DATED: MARCH 27, 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 on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

- B. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶3, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- C. Section U, ¶13, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Addendum, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

**Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities**

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

**1. Means and methods for City work:**

- a) The Contractor is hereby notified that the utility interferences may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she will be required to perform the public work in the presence of energized electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by electric operators in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") by this contract during the progress of the City work.

**2. *Field inspection prior to construction:***

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

**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 7<sup>th</sup> day after receipt of the arbitrator's decision, or on the 30<sup>th</sup> day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- (m) The parties may, at any time, settle any matter submitted to arbitration.

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

SCHEDULE U-1

HWPLZ010K

RECONSTRUCTION OF FOWLER SQUARE PLAZA

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CON EDISON	THERESA KONG	212-460-4834
VERIZON	AUBREY MAKHANLALL	718- 977-8165
TIME WARNER	JOHN PIAZZA	718-888-4261
NATIONAL GRID	NEVILLE JACOBS	718-963-5612

**SECTION U-3**

(NO TEXT IN THIS SECTION)

**END OF ADDENDUM No. 3**  
**This Addendum consists of Sixteen (16) pages**





NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 3 OF 3**

PROJECT ID: HWPLZ010K

RECONSTRUCTION OF  
FOWLER SQUARE PLAZA

FULTON STREET FROM LAFAYETTE AVENUE TO SOUTH  
ELLIOTT PLACE  
LAFAYETTE AVENUE FROM FULTON STREET TO SOUTH  
ELLIOTT PLACE  
SOUTH ELLIOTT PLACE FROM FULTON STREET TO  
LAFAYETTE AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND  
TRAFFIC SIGNAL WORK

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

---

*Contractor.*

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

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