

Department of Design and Construction

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

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045 TELEPHONE (718) 391-1000 WEBSITE www1.nyc.gov/site/ddc/index.page



VOLUME 1 OF 3 BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWS17CW1

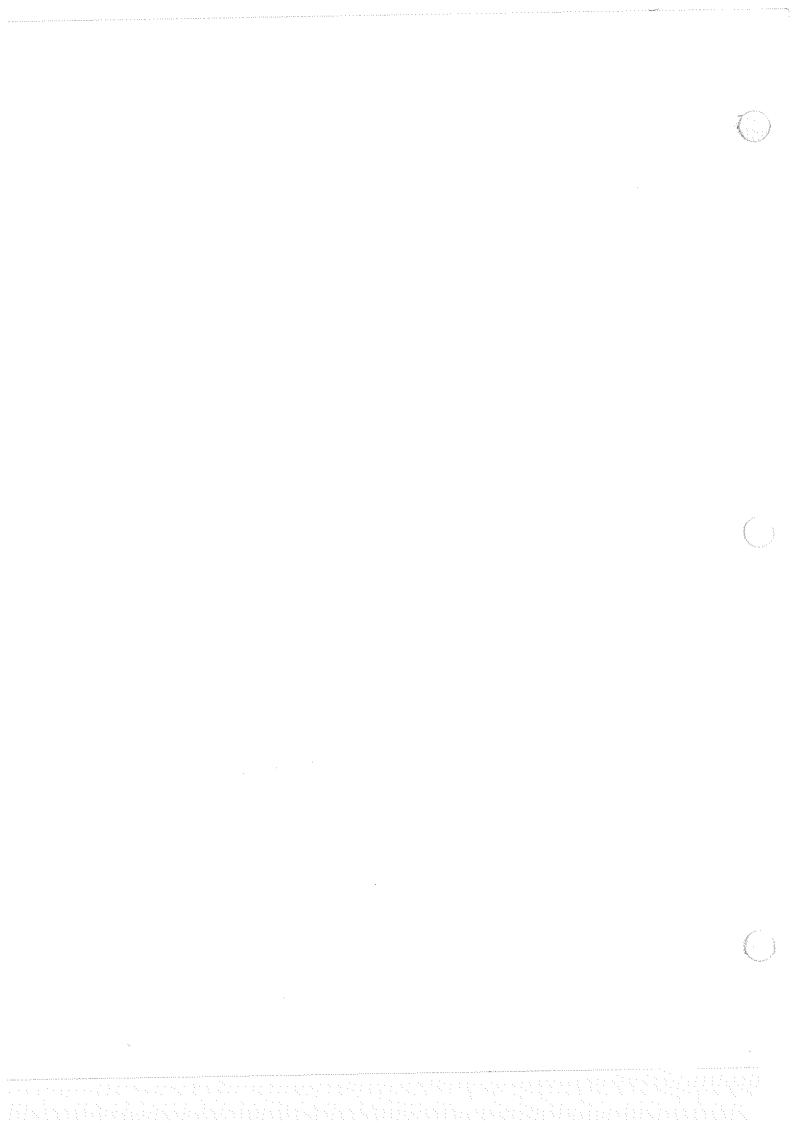
INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto
CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS)
CITY OF NEW YORK

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



JANUARY 25, 2017



Chinwee Summors

Ashishkumar Patel

Bid Tab- Revised

Description .	PEDESTRIANS RAMPS AS NECESSARY IN VARIOUS LOCATIONS-CITYWIDE(BROOKLYN&QUEENS)					
Bid Date	3/10/2017	FMS ID	HWS17CW1			
Estimated Cost	\$2,751,100.00	Client Agency	DOT			
Bid Security	Not less than 2% of Total Bid Price	PLA	NO			
Time Allowed	545 CCD	Federal Funded:	NO			

ective Bide	ling □Yes ⊠No	E-PIN	85017B0081
Bid Rank	Vendor	Bid Amount	Security Type
1	DRAGONETTI BROTHER LANDSCAPING & NURSER	Y INC. \$3,380,747.00*	Bond
2	HEAVY CONSTRUCTION C	O., \$7,998,055.00	Bond

8502017HW0037C

Contract Manager

Project Manager

Recorder: Brenda Barreiro Ext. 1041 Approver: Duraing Holley

Bid Tab

Description

Addendum

PIN

Pin: 8502017HW0037C

Page 1 of 1

entitay i in a	医皮肤的 化巴克斯斯耳克斯斯克		1.000
days, as	######################################	61,3743	\$ \\ \text{ALM_E & B. \text{ALM_E} \\ ALM_E & B. \text{ALM_E & B. \text{
two literatures in the	1. 密整、路台(1. 安平的)的	्राम्बरमञ्जूषाः विकासीति	100 to
	Period State (1994) Carab 2000 Caraba	*	47.1
Walio a stanti	248 07.39	i de de la company de la compa	
1184846	4	goguesa bil sommer 🖟	nter roses surreis.
		engwer With Aprill	galar ^{ia} ra <mark>wana dibibi</mark> da b
g estir (A)	HAME BOOK I		110011110
\$526 (1) (2) 5	**************************************	Restrance S. Lewis	
	OMBETTA SER OFFERSE SCIASSEAT A SERBERG SE		1. (1.864) 1. (1.864)
Yaki			bwj8



Ana Barrio Acting Commissioner

Justin Walter
Chief Administrative Officer
Administration

December 04, 2017

CERTIFIED MAIL - RETURN RECEIPT REQUEST
DRAGONETTI BROTHER LANDSCAPING & NURSERY INC.
129 LOUISIANA AVENUE
BROOKLYN, NY 11207

RE: FMS ID: HWS17CW1

E-PIN: 85017B0081001

DDC PIN: 8502017HW0037C INSTALLATION OF SIDEWALKS,

ADJACENT CURBS AND PEDESTRIANS RAMPS AS NECESSARY IN VARIOUS

LOCATIONS-

CITYWIDE(BROOKLYN&QUEENS)

NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$3,380,747.00 submitted at the bid opening on March 10, 2017. 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 two copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit two 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.



Salaharan Rajaharan Markan

in a North Administration of Market Baseline and American Section (1997). The second section of the second second

TERROR BUILDING

. Arte (2005), Et 1935 Brand Brand, Control (1935), Arte (1935), Arte

ROBERT TWO BOY THE SORE.

eder i entre proposition de la propertion de la contraction de la

- Martin de la compartición de la compartidad del compartición de la compartición de la compartición de la
- The entropy streetings bore in the relating laster and placed by the street and are all assessed by the control of the control
- The control of the control of the line influency incoments design to the control of the control



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.

Michael/Shipman
Director of Contracts



and the design to account the first parties of the country to the first over the first country to the own His with himse of use littlewer to respect a major us a site of some and contract

Notices to Bidders

Pre-Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in ATTACHMENT 1 - BID INFORMATION, page A-1 and SCHEDULE B, page 13, VOLUME 1 OF 3 of this BID BOOKLET.

Apprenticeship Program

If Apprenticeship Program is required as noted on Page 19 of this BID BOOKLET, the following notice applies:

Please be advised that, pursuant to the authority granted to the City under Labor Law §816-b, the New York City Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this solicitation, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

Notices to Bidders

Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

NYC Construction Loan Pilot Program

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

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

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

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

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: HWS17CW1

INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto
CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS)
CITY OF NEW YORK

(NO TEXT ON THIS PAGE)

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

BID BOOKLET

TABLE OF CONTENTS

SECT	ON	PAGE
PART	A	
1.	Table of Contents	1
2.	Special Notice to Bidders	2
3.	Attachment 1 – Bid Information	A-1
4.	Bid Schedule	B-1
5.	Bid Form	C-1
6.	Affirmation	C-6
7.	Bid Bond	C-7
8.	M/WBE Program: M/WBE Utilization Plan	5
9.	Apprenticeship Program Requirements	19
PART	В	
10.	Safety Questionnaire	22
11.	Pre-award Process	25
12.	Project Reference Form	27
13.	Contract Certificate	30
14.	Vendex Compliance	31
15.	Iran Divestment Act Compliance Rider	32
16.	Construction Employment Report	34

A Principle of the Company of the Park State of the

Control of the second of the se

等集 (15) · 图1 · 设备。

一个人,但是是一个人的人,

the control of the co

A superior of the superior of the

and the second of the second of the second second

(NO TEXT ON THIS PAGE)

CANAL SAME SAME SAME SAME

in the contract of the second property of the

The second of th

Market State of State

The second of th

Market Committee Committee

 $(A_{i,j}, A_{i,j}, A_{i,j},$

A control of the experience of the

and the control of the control of the property of the control of t

To refere ##

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) <u>VENDEX QUESTIONNAIRES</u>: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at <u>www.nyc.gov/vendex</u>. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) <u>SPECIAL EXPERIENCE REQUIREMENTS</u>: 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) <u>SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:</u> 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 (1).

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.

last	nk Water Main Work: The entity that will perform the trunk water main work must, within the seven (7) consecutive years prior to the bid opening, have successfully completed in a timely ion at least one (1) project similar in scope and type to the required work.
 the l	Management Practice Work: Best Management Practice ("BMP") Work is any item of work in Bid Schedule that begins with the prefix "BMP". The entity that will perform any BMP Work it, within the last five (5) consecutive years prior to the bid opening, have successfully completed in all fashion at least three (3) projects similar in scope and type to the required work.
indir to th	professional services in connection with BMP Work, (i.e., monitoring and reporting services), the vidual who will perform the required services must, within the last five (5) consecutive years prior the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in the 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.
worl	ro-Tunneling/Pipe Jacking Work: The entity that will perform the micro-tunneling/pipe jacking k must, within the last five (5) consecutive years prior to the bid opening, have successfully pleted in a timely fashion at least two (2) projects similar in scope and type to the required work.
OTI	HER:

3

(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 (m).

The Special Experience Requirements set forth below apply to the contractor, subcontractor or subsubcontractor 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 subsubcontractor.

Hazmat Work: Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.
Pile, CFA Pile, and/or Mini-Pile Work: The entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
For professional services in connection with Pile Work, (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.
Construction Report, Monitoring And Post-Construction Report, and Continuous Real-Time Monitoring For Vibrations And Movements And Post-Construction Report Work: The entity that will perform the Construction Report, Monitoring For Vibrations And Movements, and Post-Construction Report Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
For professional services in connection with Reporting and Monitoring Work, (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.
OTHER:

- (C) <u>SPECIFICATIONS</u>: 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) <u>SUBMISSION REQUIREMENTS</u>: 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) <u>CONDITIONS</u>: 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) <u>JOINT VENTURES</u>: 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: Dragonetti Brothers Landscaping, Nursery & Flonot W.	
Name of Project: NYC DDC HOP 2012R	/= ₂ -
Location of Project: Staten Island, Ny	
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:	
Name: Tejal Pale! Title: Trood manager Phone Number: 732-476-4430	
Brief description of the Project completed or the Project in progress: Construction and Pedestryan Ramps	
Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime	
Amount of Contract, Subcontract or Sub-subcontract: \$ 3,051,633.37	
Start Date and Completion Date: 7-2013 18 11 2014	

Name of Contractor: Dragonetti Brothers Landscaping, Nersoy I Florist	は
Name of Project: Nyc DPR MO28-210M	
Location of Project: Manhaulen, Ny.	
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:	
Name: Joseph Antongg Title: Project President Phone Number: 646-879-659	
Brief description of the Project completed or the Project in progress: Confinition of Asphalt Pathway and Site work	
Was the Project performed as a prime, a subcontractor or a sub-subcontractor:	
Amount of Contract, Subcontract or Sub-subcontract: 190, 799, 871.59	
Start Date and Completion Date: 61-12-70 6-19-14	

and the second of the second

and the second of the second o
on the control of the
i de la companya de
and the second of the second o
en en la companya de la companya de La companya de la co
and the state of t
and was filled by the substances of the body and the control of
it eres a la compartir a la compartir de la co
and the second of the second o
and the second of the second o
ille growelf it will be make the early a total many district the contract of the early of the
and the state of t

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWS17CW1 PIN: 8502017HW0037C

Description and Location of Work:

INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS) CITY OF NEW YORK

For further description and locations of work refer to the following Page Nos. A-2 through A-7.

	Page Nos. A-2 through A-7.
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 MARCH 10, 2017
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 MARCH 10, 2017
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.
	 Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form.
Performance and Payme Performance Security ar Price.	ant Security: Required for contracts in the amount of \$1,000,000 or more. and Payment Security shall each be in an amount equal to 50% of the Contract
Agency Contact Person:	Lorraine Holley Phone: 718-391-2601 FAX: 718-391-2627
PTV OF NEW YORK	A 1

A CONTROL OF THE PAGE

THE STANDARD OF THE STA

Targett and the state of the territory and the

表现的是要要的"自然是是一个人","我就是一个人"。"这个人",这个人的"我们的"的"我们的"的"我们的"的"我们的"。 我们就是我们的"我们的",我们就是我们的"我们的",我们的第一人,但是我们的"我们的",我们就是一个人。 我们就是我们的"我们的",我们就是我们的"我们",我们就是我们的"我们",我们就是我们的"我们",我们就是我们的"我们",我们就是我们的"我们",我们就是我们

and the state of t

orden og flede Det efterfære er er en erkere flede flede gelege flede i gjeldt i flege flede. Føde flede er en er

and the state of t

The state of the second of the

enter in the control of the control

PROJECT DESCRIPTION

The intent of this project is to provide for all work associated with: the "Installation of Sidewalks" and any necessary pedestrian ramps at designated locations to be furnished to the Contractor by the Engineer. The exact extent and limits of the work to be performed at each location will be as directed by the Engineer.

The Contractor's attention is called to the fact that the Engineering Estimate is approximate only and no claim shall be made against the City for loss of anticipated profits for items of work not performed or locations deleted from the contract.

The work shall include, but not be limited to, the following:

- Installation of concrete curb (Item No. 4.08 AA-S or 4.09 AD-S or 4.09 BD-S or 4.09 CM-S, as directed) where existing curb is missing, badly broken or not at a proper elevation or locations, as per sketches included herein. Restoration of roadway adjacent to curb is included in the prices bid for respective curb items, unless otherwise specified.
 - At locations where the existing roadway pavement, adjacent to curb, consists of surface granite pavers or asphalt covered granite pavers, the Contractor may be required to restore roadway with granite pavers as directed by the Engineer. The cost of restoring the first one course of block adjacent to curb shall be deemed included in the price bid for the curb item as per attached "CURB INSTALLATION DETAIL" sketch.
- 2. Installation of concrete sidewalks shall be as per standard specification or specifications in attached I-PAGES (Item No. 4.13 AA-S, 4.13 AAT, 4.13 AAX, 4.13 AB-S, 4.13 BAC-S, 4.13 BAS, 4.13 BBC-S, 4.13 BB-S, 4.13 CABS, 4.13 CABST, 4.13 CBBS, 4.13 CBBST, as directed) where indicated in sidewalk violation cards. The Engineer will ascertain that sidewalk violations are properly served to the sidewalk homeowners of the abutting properties. Where foundation material under new concrete sidewalk can not be installed as determined by the Engineer, Item No. 4.13 AAT shall apply. Welded Steel Wire Fabric shall be incorporated where the required minimum concrete thickness can not be obtained or at driveways subjected to heavy vehicles, as directed by the Engineer.
- 3. Installation of any Pedestrian Ramps within the limits of sidewalk locations with concrete sidewalk and steel faced concrete curb or granite curb, as directed (Item Nos. 4.13 AA-S, 4.13 AB-S, 4.13 BAC-S, 4.13 BBC-S, 4.13 CABS, 4.13 CBBS, 4.13 DE, 4.09 AD-S, 4.09 CM-S, and 4.07 BA-S, as necessary).
- 4. Granite curbs shall be done as and where directed by the Engineer (Item No. 4.07 BA-S and 4.07 CB-S as directed).

- 5. Prior to construction of each Pedestrian Ramp, the Contractor shall be required to install approximately a 3' to 6' wide by 11/2 inch deep pavement key in the roadway along proposed curb and in additional areas where and as directed by the Engineer (Item No. 6.51 BD-P).
- 6. Exploratory investigation and/or Test Pits will be required where under-sidewalk vaults are suspected in the work area. (Item No. 9.00 C).

All locations and specifically required work for this contract will be provided to the Contractor by the Engineer through the NYC Department of Transportation's Office of Pedestrian Ramps and Sidewalk Management.

NOTE: THE DEPARTMENT OF DESIGN AND CONSTRUCTION, IN CONJUNCTION WITH THE DEPARTMENT OF TRANSPORTATION'S PEDESTRIAN RAMPS AND SIDEWALK MANAGEMENT COMMITTEE, RESERVES THE RIGHT TO EITHER:

- a) Delete any locations if funding is insufficient to complete all of this work.
- b) Delete any location where any one of the following are required: relocation of lamppost, traffic signals, hydrant, or catch basin; a vault structure interferes with construction of ramp; Transit Authority structure interferes with construction; or, a distinctive sidewalk has to be installed.
- c) Delete any item of work where directed by the Engineer.

Guaranteed Minimum: In the event the Contractor is not directed to perform any services hereunder, the City agrees to pay, and the Contractor agrees to accept, a minimum fee of \$2,000. The Contractor further agrees that under such circumstances, it has no action for damages or for loss of profits against the City. In addition, if no services are ordered, the City agrees to reimburse the Contractor the actual and reasonable cost of required performance and payment bonds, with no mark up for overhead and profit. In its request for reimbursement, the Contractor shall provide a copy of the cancelled check for the required bonds, as well as any other documentation required by the Commissioner.

LOCATIONS

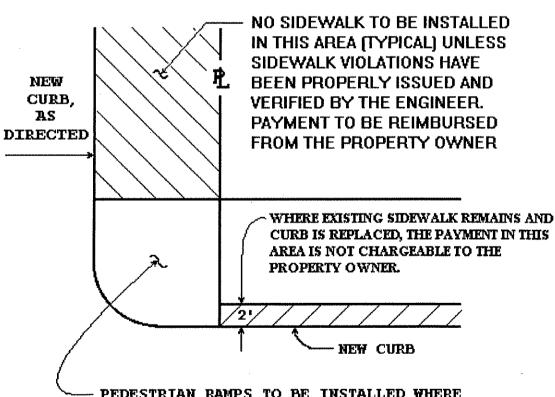
(1) LIST OF TARGET LOCATIONS WILL BE SUPPLIED TO THE CONTRACTOR UPON BEING GIVEN THE WRITTEN NOTICE TO PROCEED FOR EACH INDIVIDUAL TASK ORDER; HOWEVER, THE CITY RESERVES THE RIGHT TO ADD, DELETE, AND MODIFY LOCATIONS WITHIN THE PROJECT LIMITS.

STANDARD DRAWINGS

The latest revisions of the applicable standard drawings in effect at the time of bid shall be considered as part of these contract documents.

DRAWING NO.	REVISION DATE	DESCRIPTION
H-1010	7/1/10	Steel Faced Concrete Curb, Steel Facing Type D
H-1011	7/1/10	Sidewalk Pedestrian Ramps (With Detectable Warning Surface Detail included)
H-1015	7/1/10	Steel Faced Drop Curb Driveways
H-1044	7/1/10	Concrete Curb
H-1045	7/1/10	Concrete Sidewalk

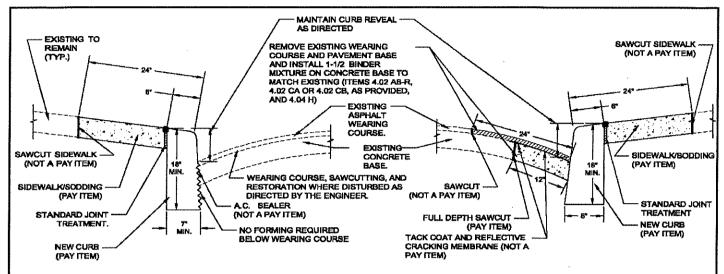
SIDEWALK VIOLATION & PAYMENT



PEDESTRIAN RAMPS TO BE INSTALLED WHERE DIRECTED. PAYMENT CHARGEABLE TO THE CITY OR PROPERTY OWNER, AS DIRECTED.

Revised 07/29/10

(NO TEXT ON THIS PAGE)



CURB INSTALLATION DETAIL

CASE I (20' MAX. LENGTH)

WHERE THERE ARE NO SIDEWALK AND PAVEMENT PAY ITEMS INCLUDED IN THE CONTRACT, THE COSTS FOR RESTORATION OF THE DISTURBED SIDEWALK AND PAVEMENT ARE INCLUDED IN THE UNIT PRICE FOR THE NEW CURB.

CASE II

WHERE SIDEWALK AND PAVEMENT PAY ITEMS ARE INCLUDED IN THE CONTRACT, THE COSTS FOR RESTORATION OF DISTURBED SIDEWALK AND PAVEMENT AS WELL AS CURB INSTALLATION ARE PAID LINDER THE APPROPRIATE ITEMS INCLUDED IN THE CONTRACT.

NOTE:

A. ROADWAY AREA RESTORATION:

- Full depth sawcutting, removal, disposal of existing wearing course, and restoration as indicated shall be paid under the appropriate scheduled items. no separate payment will be made for the partial depth sawcutting of wearing course, cost included under other
- At dirt shoulders, the curb trench shall be backfilled, compacted and topped with 4" binder mixture whre directed, the cost of which shall be paid under Binder Mixture or Asphaltic Concrete Mixture, as provided.
- 3. At Belgian Block pavement covered with asphaltic location, one course of the blocks may be removed and restored with Binder Mixture. At Belgian Block surface pavement locations, the blocks shall be reset, unless otherwise directed by the Engineer. The cost of this work is included in the price bid for the curb item.

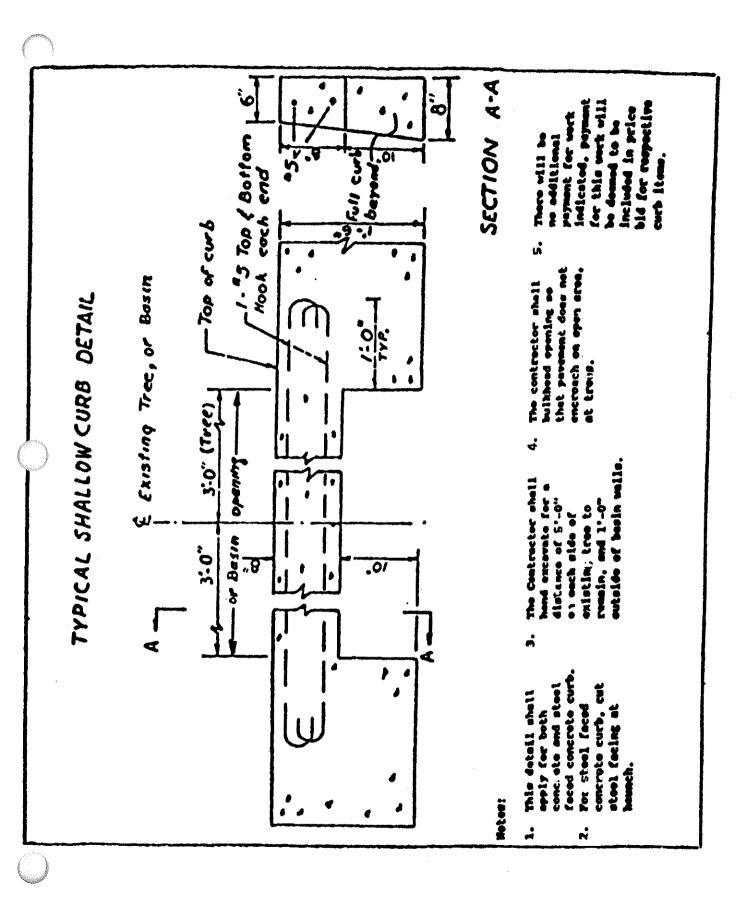
B. SIDEWALK AREA RESTORATION:

- The sawcutting, removal, disposal of existing sidewalk and restoration with new sidewalk shall be paid for under the appropriate sidewalk item, as per specifications.
- At grass sidewalk areas, the curb shall be backfilled, compacted as necessary, and topped with 6" of topsoil and sodded, the cost of which is included in the price bid for the sodding item.

N.Y.C. Dept. of Transportation

CURB INSTALLATION DETAIL

(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE)					
(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE)					
(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE)			a e a l'estat		
(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE)	s Karenda tegestak bili basabat		ing property for a constant of the	the second secon	
(NO TEXT ON THIS PAGE) (NO TE		distribution of the second sec	a neografia (n. 1805) jiyye ne. Dijelek Dili nooley asakilis ba		
(NO TEXT ON THIS PAGE) (NO TE		in the second second	grant trigger and a trigger		
(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE) (No text of the second o					
(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE) (No text of the second o					
(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE) (No text of the second o			agistasi (1965) Angarapan Angarapan		
(NO TEXT ON THIS PAGE) (NO TEXT ON THIS PAGE) (No text of the second o				Salar Salar Articles	
(NO TEXT ON THIS PAGE) (NO TE		Paragraphy		and the state of the same of t	
(NO TEXT ON THIS PAGE) (NO TE		To Maria. The Market South			
(NO TEXT ON THIS PAGE) (NO TE		and the second			
(NO TEXT ON THIS PAGE) Consider the control of the					
(NO TEXT ON THIS PAGE) Considerable and the second of the		'		· · · · ·	
(NO TEXT ON THIS PAGE) Considerable and the second of the					
(NO TEXT ON THIS PAGE) (NO TE					
(NO TEXT ON THIS PAGE) (NO TE	provis				
(NO TEXT ON THIS PAGE) (NO TE					
(NO TEXT ON THIS PAGE) (NO TE	I will be the control of the property of the p	Control of the	a keeping to be properly	SERVICE CONTRACTOR OF SERVICE	
	Baran da karangan bermulah da kebebahan da baran da kebahan da baran da baran da baran da baran da baran da ba Baran da baran da ba	S. Della Service (Service)			
		(NO TEXT	ON THIS PAGE)		
		(
				•	
		4 _V			
And the second of the second o			and in the control of the second		
A CONTROL OF THE CONT	1				
A CARTEST NEL TENTO DE LA CARTEST NEL TENTO DEL CARTEST NEL TENTO DEL CARTEST NEL TENTO DE LA CARTEST NEL TENTO DEL CARTEST NEL TENTO DEL CARTEST NEL TENTO DE LA CARTEST NEL TENTO DEL		· · · · · · · · · · · · · · · · · · ·			
paradical acceptant for contract of the special religion of the special religi					
parasitan asancari de consecutor de librer designator de consecutor de librer designator de consecutor de librer de consecutor de consecutor de librer de consecutor de co	•			ta esta en la companya de la company	
paradical acceptant for contract of the special religion of the special religi				era de la composição de la compansión de l Compansión de la compansión	
		÷;	•		
			ege Northern de Forence (bb.)	A STANDARD TO TO STANDARD TO THE CONTROL OF THE STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD	
de la companya de la					
	l magaman ganggar				



(NO TEXT ON THIS PAGE)

LIST OF CONTRACT DRAWINGS

(NO DRAWINGS)

国家原语 电测差性 积缺

(NO TEXT ON THIS PAGE)

Project ID: HWS17CW1

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, 4.18 A, etc.) shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications as amended by I-PAGES, 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. 52.11D12, 62.14FS, 72.11HF) 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.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-8.2) 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

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-20.02.05) are Street Lighting Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the NYCDOT Standard Highway Specifications.

Project ID: HWS17CW1

(NO TEXT ON THIS PAGE)

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION CONTRACT PIN:8502017HW0037C PROJECT ID:HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF

BID SCHEDULE

- proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated (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 for the performance of the items in question. NOTE:
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers appliances of every description necessary to complete the entire work, as specified, and the removal of all in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 Through B - 14 <u>0</u>

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.

Design and Construction 1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

100000X 18000分钟200 和7.50						T	0
L CIS		and Carlot	ppenangelian			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
COL 6 IDEDAMOUN FIGURES) OULARS	000	00016	002'51	25.	38	ر ا ا	6
COL. 6 EXTENDED AMOUNT (IN)FICURES) DOULARS	000'98	0-3	9	21,840	45 373,824	894951 40	4616,332.00
SIIS				***************************************	S	5	
COL 5 UNITERICE (INFIGURES DOLLARS)	300	150	29	25	79	ر ع	Page Total
COL 4	TONS	C.Y.	r.	n;	Li Li	ا ج	
00							
COL 31 FENGINEERS ESTIMATE ORQUANTIEN	120.00	60.00	200.00	140.00	00.000,0	1,700.00	B-4
COL 21 THEM NUMBER and DESCRIPTION	4.02 CB ASPHALTIC CONCRETE MIXTURE	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	4.07 BA-S RESET GRANITE CURB	4.07 CB-Ś NEW GRANITE CURB, STRAIGHT	4.08 AA-S CONCRETE CURB (18" DEEP)	4.09 AD-S STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	
COL 1 SEQ: NO:	001	005	003	900	002	900	

Department of Design and Construction

1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

		÷ •						
	(89H'951 H0	2	62	F.	1,700.00	4.09 AD-S STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	900
==		373,824	R	79	규	6,000.00	4.08 AA-S CONCRETE CURB (18" DEEP)	900
	l,	71,840		251	L.F.	140.00	4.07 CB-S NEW GRANITE CURB, STRAIGHT	004
		19,200		96	LF.	200.00	4.07 BA-S RESET GRANITE CURB	003
	ļ	00016		150	C.Y.	60.00	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	005
		26,000		300	TONS	120.00	4.02 CB ASPHALTIG CONCRETE MIXTURE	001
1	SIO.	((INTECURES)) ***********************************	Sio	I. GINHGURES	TINNE W	ESTINATE OF QUANTITIE	A THEM NUMBER and DESCRIPTION STATES	SEGNO
No. 1		EXTENDED AMOUNT		COL 5	00L.4	COL 31		100

Revised

Design and Design and Construction 1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

SEQ. NO	COL 2 FE TITEM NUMBERIANDESCRIPTION	COL 3 ENCINEERS ESTIMATE OF AUANTITIV	0.00 LA	COLS UNITARICE CATONIFICOPRES POLITARS) (OTS	COL. 6 EXTENDED AMOUNT F(IN)FIGURES)	<u>S19</u>
007	4,09 BD-S DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	400.00	Ľ,	45	3	918 98	
008	4.09 CM-S CORNER STEEL FACED CONCRETE CURB	700.00	규	123	<u>5</u>	19 86,234	9
600	4.11 CA FILL, PLACE MEASUREMENT	40.00	C.Y.	2	Ŝ	60 624	
010	4.13 AA-S 4" CONCRETE SIDEWALK (UNPIGMENTED)	73,200.00	R.	_9	66	oh 418/847/1	9
011	4.13 AAT 4"CONCRETE SIDEWALK ON EXISTING FOUNDATION (UNPIGMENTED)	1,200.00	R.	2	3	99 20,390	9
012	4.13 AAX	800.00	Ą.	<u>&</u>	AND THE REAL PROPERTY AND THE REAL PROPERTY.	41/4/726	9

B-5

Page 1,402,605,60

Design and Construction 1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

COL II	COL 2	COL 32 ENGINEERS ESTIMATE OFOLIANITIE	COL 4	UNITHRIGE UNITHRIGE WATER	(8)	EXTENDED AMOUNT TO INFIGURES.	<u>o</u>	
007	4.09 BD-S DEPRESSED	400.00	L.F.	6	5	36,816		
800	4.09 CM-S CORNER STEEL FACED CONCRETE CURB	700.00	<u>.</u>	671	<u> </u>	86,234	9	<u>.</u>
600	4.11 CA	40.00	C.Y.	7	0 .9	T 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	4	
010	4.13 AA-S 4" CONCRETE SIDEWALK (UNPIGMENTED)	73,200.00	a. F	<u>_9</u>	66	1243,814 45 543,668	2h h18	5 K
011	4.13 AAT: 4" CONCRETE SIDEWALK ON EXISTING FOUNDATION (UNPIGMENTED)	1,200.00	S.F.	<u>_2</u>	\$	20,386	\$	
012	4.13 AAX. 4" CONCRETE SIDEWALK WITH SPECIAL SCORING (UNPIGMENTED)	800.00	ਲ. ਜ.	<u>&</u>		H726	12	

B-5

Page 1,402,605,60

Department of Design and Construction 1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION . PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

COL 1 SEG, NO	COLS2 ITEM: NUMBER: enqibESCRIPTION	GOL 3 ENGINEERS ESTIMATE	GOL4	COL 5 Unit Priges (In Figures)	E E	"COL16." EXTENDED AMOUNT. (IN PIGURES) DOUGHARS	<u>©18</u>
013	4.13 AB-S 4" CONCRETE SIDEWALK (PIGMENTED)	300.00	S.F.	6	83	2465	3
014	4.13 BAC-S 7" CONCRETE SIDEWALK AT CORNER QUADRANTS (UNPIGMENTED)	5,600.00	S.F.	76	一天	00 KAB 811 KE	00
015	4.13 BA-S 7" CONCRETE SIDEWALK (UNPIGMENTED)	15,000.00	S.F.	3(24	24 318,600	processor as a second
016	4.13 BBC-S 7" CONCRETE SIDEWALK AT CORNER QUADRANTS (PIGMENTED)	1,600.00	S.F.) YY	53	152/58/80	20
017	4.13 BB-S 7" CONCRETE SIDEWALK (PIGMENTED)	300.00	S.F.	he	C	1221L LO	00
018	4.13 CABS 4" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	3,600.00	S.F.	2	- CS	oh 99511/8	9

B-6

Pg-557,330,40

Design and Construction 1/24/2017 1:22 PM

CONTRACT PIN: 8502017HW0037C NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION . PROJECT ID: HWS17CW1

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

BID SCHEDULE FORM

1700		GOL 3.1	(601/4)	A COLS		COD 6. CONTRACTOR		
SEQ. NO	A SITEMNUMBER AND DESCRIPTION	ESTIMATE OF QUANTITIY	ÜNÜT	(INFIGURES	SIO.		CIIS	
013	4.13 AB-S 4" CONCRETE SIDEWALK (PIGMENTED)	300.00	R. F.	<u>5</u>	B	5947	181	72/6
014	4.13 BAC-S 7" CONCRETE SIDEWALK AT CORNER QUADRANTS (UNPIGMENTED)	5,600.00	S.F.	16	7	24 118,944 00	00	
015	4.13 BA-S 7" CONCRETE SIDEWALK (UNPIGMENTED)	15,000.00	Э. Э.	2	24	34 318,600	1	
016	4.13 BBCS 7" CONCRETE SIDEWALK AT CORNER QUADRANTS (PIGMENTED)	1,600.00	S. T.	77	63	35,248	31	
017	4.13 BB-S 7" CONCRETE SIDEWALK (PIGMENTED)	300.00	S.F.	50	CO	7221	31	\$ 12. K
018	4.13 CABS 4" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	3,600.00	S.F.	61	Š	71,366	101	DE TO

REVIEW STATE

B-6

Ng-557,330,40



CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

COLT F	COL 2 ITEM'NUMBER! anti DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	GOL 4 UNIT	GOL-5 JUNITPRICE ((NIFIGURES) DOLLARS	SERVICE THE SERVICE CO.	GOL 6 EXTENDEDAMOUNT (INFIGURES) POLIMARS	, cers
019	4.13 CABST 4*CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	300.00	S.F.			LH6/S 18	8
020	4.13 CBBS 7" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	1,800.00	S. F.	27	<u></u>	67 43,329	00
021	4.13 CBBST 7" CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	300.00	S.F.) }		122/2 /20	Š
022	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	500.00	. Q.	30	***************************************	15,000	
023	4.13 HW-S ALLOWANCE FOR CONCRETE SIDEWALK OF LESS THAN 100 SQUARE FEET PER PROPERTY PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 25,000.00	1.00	સ. સં	25,000 00	8	\$25,000 00	00

Design and Construction 1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

		They have y				-	PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 25,000.00	
	00	\$25,000 00	00	25,000 00	Ę.S.	1.00	4.13 HW-S ALLOWANCE FOR CONCRETE SIDEWALK OF LESS THAN 100 SQUARE FEET PER PROPERTY	023
		15,000		30	ა. ი.	200.00	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	022
***	١	7 221						
1 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	\$	1221	67	ンイ	လ က.	300.00	4.13 CBBST 7" CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	50
7/	$\setminus \setminus$	43,326	- >	3				
	l q	43.92.9	, Q	2	元. 元.	1,800.00	4.13 CBBS 7" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	020
	RI	5,946	\varnothing	2			4" CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	
&					S.F.	300.00	4.13 CABST	019
	CTS	F (INFIGURES)	ICTS	ITE ** ((INIFIGURES))	ÚNIT	ESUMATE OFOUANIIIIIV	O HONOR THE MANUMBERIAN DESCRIPTION	SEQ. NO
		EXTENDED AMOUNT		COUNTERIOE		ENGINEERS		
	からは あなかっている	では、大学の大学をいるからないない。	023 4535 arch	を記されている。日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日	ないないというないできるかったないというと	大きなないのでは、大きなないからないからないのではないがっていると	The second of the last of the second of the	And of the second

Par totel 98.40

B-7 Revised

Department of Design and Construction 1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

or anecessary actions of the con-	************						1
CTS		8					
COL: 6 EXTENDED AMOUNT #(IN FIGURES):	09518	9 = 1	0981	(260	439	0	
(CIS)	2	92	1	\		1	3
COLS (IN FIGURES DOLLARS	+	LE	372	07 h	228.	751	3 9 240
COL 4	LBS.	C.Y.	ЕАСН	ЕАСН	STINO	ЕАСН	
COL3 LENGINEERS ESTIMATE OF QUANTIERY	800.00	30.00	5.00	3.00	3.00	5.00	B-8
1. COL 2. ITEM NUMBER and DESCRIPTION.	4.14 W WELDED STEEL WIRE FABRIC	4.15 TOPSOIL	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	4.16 AB TREES REMOVED (12" TO UNDER 18" CALIPER)	4.16 STUMP STUMP REMOVAL	4.18 A	. 194
COL 1. SEC NO.	024	025	026	027	028	029	



CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

COL 1 SEG. NO	COL 2 TITEM NUMBER and DESCRIPTION	GOL 3 ENGINEERS ESTIMATE OF QUANTITIY	GOL 4	COU.5: LUNIT PRICE: (IN EIGURES)	COL 6 EXTENDED AMOUNT (INFIGURES) **DOLUARS	<u>S</u>
030	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	4.00	ЕАСН	725 -	006	,
031	4.18 C MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	3.00	ЕАСН	740 -	720	
032	4.18 D MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	1.00	ЕАСН	300	300	
033	4.21 FREE CONSULTANT	00'009	P/HR	20	000)09	- management
034	51,41S001 STANDARD CATCH BASIN, TYPE 1	1.00	ЕАСН	9500	6 200	C Augustinis
035	52.11D12	20.00	ᄕ	1 0%	3,600	(
		6-g		Pg 75	29 75,020,00	



CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

COL 1 SEQ. NO	CÓL.2. ITEM NUMBER ARGIDESGRIPTION	COL.3. ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNE	COL 5 UNITIPRICE (INFIGURES) COLMFIGURES COLMFIGURES COLMFIGURES COLMFIGURES	JUNITE JUNITE JOHNSTON
036	55.11AB ABANDONING BASINS AND INLETS	2.00	ЕАСН	2250 - 4500	1
037	6.02 AAN UNCLASSIFIED EXCAVATION	30.00	C.Y.	37 20 116	1
038	6.03 AA STRIPPING PAVEMENT SURFACE (ASPHALTIC CONCRETE)	30.00	S.Y.	28h oh h1	
039	6.03 CA STRIPPING PAVEMENT SURFACE (GRANITE BLOCK) (DISPOSAL OF BLOCK)	30.00	S.Y.	75h oh 41	1
040	6.06 AB GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	20.00	S.Y.	00h8 - 07h	1
041	6.22 F ADDITIONAL HARDWARE	400.00	LBS.	5 40 2/160	1
	To the control of the				



CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

						PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 25,000.00	
<u> </u>	\$25,000 00	00	25,000 00	F.S.	1.00	6.39 -S MOBILIZATIÓN (FIXED SUM)	046
*************************************	7160	,	1080	C.Y.	2.00	6.36 DR STRUCTURAL REPAIR AND ADJUSTIMENT OF UTILITY STRUCTURES	045
COLUMN TO THE PARTY OF THE PART	4200	e de la constante de la consta	4200	EACH	1.00	6.33 B STEEL FACED MALL NOSING, 3' TO UNDER 6' RADIUS	044
***	0071	3	0098	ЕАСН	2.00	6.33 A STEEL FACED MALL NOSING, 1' TO UNDER 3' RADIUS	043
	- 008 101		(2	S.F.	900.00	6.25 RS TEMPORARY SIGNS	042
<u>S</u>	OUNT S)		CUNTRAIGE (IN FIGURES) TO DOULARS	UNIT	ENGINEERIS FESTIMATE OF QUANTITIY	TITEMNUMBI	SEQ. NO
13 T	9 700		S 100 C	- F (00)	Eul00\	是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	1 700



CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

1.00	63 63 63 64 64	COL3 ENGINEERS ESTIMATE	7,100		T.NJJC (S
047	6.40 A ENGINEER'S FIELD OFFICE (TYPE A)	24.00	MONTH	6720 - 16	161,280 -
048	6.43 PHOTOGRAPHS	1,700.00	SETS	27 60 4	46,920 -
049	6.51 BD-P PAVEMENT KEY AT PEDESTRIAN RAMP	30.00	C.Y.	7 - 051	7 200 /
020	6.52 CG CROSSING GUARD	1,000.00	P/HR	5 - 96	1 000 176
051	6.55 SAWCUTTING EXISTING PAVEMENT	150.00	r.	14 40 Z	40 2,160 -
052	6.87 PLASTIC BARRELS	1,700.00	ЕАСН	07 03	20 16,320 -

B-12

Pg 327, 180-

Department of Design and Construction 1/24/2017 1:22 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWS17CW1 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

	212,622.00	Pg 212,6		B - 13	・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	
1	2009/201/25	7	ю. п.	22,500.00	8.02 AB-S SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB AND SIDEWALK WORK	058
\	050	30	C.Y.	5.00	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	057
l	048/15	09 6	LF.	5,400.00	7.36 PEDESTRIAN STEEL BARRICADES	056
	028/8	- 87	LF.	80.00	7.20 RESET BASEMENT ACCESS	055
1	30,000	30,000 -	L.S.	1.00	7.13 A MAINTENANCE OF SITE Unit price bid shall not be less than: \$30,000.00	054
7	24,192	- 219	ЕАСН	36.00	62.14FS EURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	053
NA CIS	FOL B EXTENDED AMOUNT (IN FIGURES)	COLI 5. UNITRRICE (IN FIGURES): DOLLIARS	GOL 4	1601.3 ENGINEERS ESTIMATE OF QUANTITY	TCOL 2 TEM NUMBER and DESCRIPTION	COL 1 SEQ. NO.



CONTRACT PIN: 8502017HW0037C

BID SCHEDULE FORM

COL.1	COP.2	ENGINEERS ESTIMATE	4 100 P	COL 5 UNITABLICE (INFIGURES)	COLL 6 EXTENDEDAMOUNT (IN FIGURES)	<u>S10</u>
059	9.00 C	30.00	C.F.			
	EXPLORATORY TEST PITS			7	216	
090	SL-20.02.05	1.00	EACH			
	REMOVE LAMPPOST. REMOVE, FOUNDATION (STANDARD, SPIDER, ETC.), FURNISH AND INSTALL NEW FOUNDATION, (E-3788 OR J-5253), RE-INSTALL LAMPPOST OR NEW LAMPPOST WITH ALL ATTACHMENTS.			- nes 101	005101	Began
190	T-8.2	2.00	ЕАСН			
	REMOVE FIRE ALARM LUMINAIRE AND BRACKET FROM EXISTING STREET LIGHT POST			- 0007	000)	
790	T-8.4	2.00	EACH	The state of the s	,	
	INSTALL FIRE ALARM LUMINAIRE ON TRAFFIC DEPARTMENT POST OR STREET LIGHT POST			00 5)	000	of the state of th

Pg TOTAR 17,716-

TOTAL BID PRICE: \$ 3,380, 944,40

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.



CONTRACT PIN: 8502017HW0037C

1/24/2017 1:22 PM

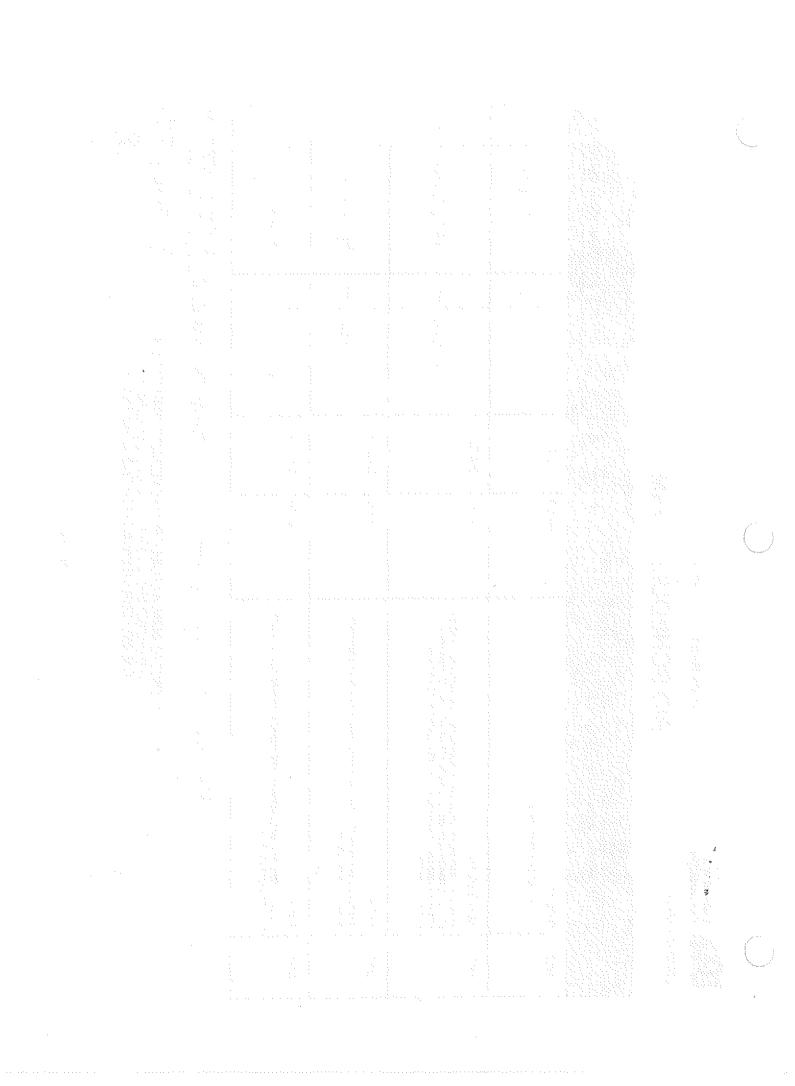
BID SCHEDULE FORM

COL 11	TEMINUMBER snaidescription:	ENGINEERS ESTINATE FORGUANTITIV	GOL 4: UNIT	COL 5" UNIFERICE (INFECURES) ***********************************	SIO	COL.6 EXTENDED AMOUNT (INIFICURES) PODLIARS	CIS	
059	9.00 C EXPLORATORY TEST PITS	30.00	C.F.	L	20	216		· · · · · · · · · · · · · · · · · · ·
090	SL-20.02.05 REMOVE LAMPPOST. REMOVE FOUNDATION (STANDARD, SPIDER, ETC.) FURNISH AND INSTALL NEW FOUNDATION. (E-3788 OR J-5253). RE-INSTALL LAMPPOST OR NEW LAMPPOST WITH ALL ATTACHMENTS.	1.00	ЕАСН	- res'01		٥٥٤ م		
061	T-8.2 REMOVE FIRE ALARM LUMINAIRE AND BRACKET FROM EXISTING STREET LIGHT POST	2.00	БАСН	2000	١	000)	-	· · · · · · · · · · · · · · · · · · ·
062	T-8.4 INSTALL FIRE ALARM LUMINAIRE ON TRAFFIC DEPARTMENT POST OR STREET LIGHT POST	2.00	ЕАСН	0051		3000	C1.4mmm.	

Pg TOTAR 17,716-

TOTAL BID PRICE: \$ 3

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 C4 OF THIS BID BOOKLET.



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

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

PROJECT ID: HWS17CW1

INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS) CITY OF NEW YORK

Name of Bidder: Dragonotti Brothers Landscaping, Nursey & Florist the
Date of Bid Opening: #= march 10th 2017
Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation (X)
Place of Business of Bidder: 129 LOUISIANA AUR. BROCKLYN, NY 11207
Bidder's Telephone Number: 718-451-1300 Fax Number: 718-649-3565
Bidder's E-Mail Address: Nick Odragono Hibrothers. 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 Name and Home Address of President: Name and Home Address of Secretary: Name and Home Address of Secretary: Name and Home Address of Treasurer: Name and Home Address of Treasurer:
165- 2+ 99th St Howard Beach , My

C-1

The Electron are the Land

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.

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.

na talonino in transporto de esperante di propriede de la companya de la companya de la companya de la company La servición de la companya de la c

and a second of the first of the contract of the contract of the first of the contract of the

BID FORM

PROJECT ID. HWS17CW1

<u>TOTAL BID PRICE</u>: 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)

s 3,380,747.00

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: Dragonetti Brothers Landscaping Nursey & Florist Inc.

By: (Signature of Partner or corporate officer)

Attest: Secretary of Corporate Bidder (Corporate Seal)

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

45. 医大头 14.5cm

ED BEREINE ARD MARKE

. Street Market its 1941 that we know with

asian Sirang na waliong salah sahiji

ing lang demonstrative transpagness denotes they have supply to the content of th

entropy expectations

ing sa Mga Nga Nga Ng

.

PROJECT ID. HWS17CW1

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) <u>s 3,380,944.40</u>

200 3/10/17

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: Dragonetti Brothers Landscaping, Nursery & Florist Inc

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

 $\mathcal{N}(\mathcal{M}_{\mathcal{S}}) \cong \mathcal{M}_{\mathcal{S}}$

化聚基溴酸铁矿 计自由电路 医生

and the first of the second of the control of the c

. Printe folia e essentis tente incluese e en en e

terren erren e

NAMES OF STREET

nemin nema an ing atawa ng magalawah si atawa na atawa n na atawa awaki a menambana na atawa na

n de ministra de la companya de la Referencia

•

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF	being duly swe	orn says:
I am the person described in and who executed the respects true.	e foregoing bid, and the several matters therein state	ed are in all
Subscribed and sworn to before me this	(Signature of the person who signed the	ne Bid)
day of,		
Notary Public		
AFFIDAVIT WHE	RE BIDDER IS A PARTNERSHIP	
STATE OF NEW YORK, COUNTY OF	1 * 1. 1	orn savs:
I am a member of	the firm described in and which execute behalf of the firm, and the several matters therein st	ed the foregoin ated are in all
	(Signature of Partner who signed the I	Bid)
Subscribed and sworn to before me this day of,	(,	,
Notary Public		
AFFIDAVIT WHEI	RE BIDDER IS A CORPORATION	
STATE OF NEW YORK, COUNTY OF NICK Dragonotes	ss: being duly swapove named corporation whose name is subscribed	orn says:
I am the <u>PROJACK</u> of the a executed the foregoing bid. I reside at <u>7287</u> I have knowledge of the several matters therein str	above named corporation whose name is subscribed Legion of Bollmore, NU 115 ated, and they are in all respects true.	to and which
	#	
Subscribed and sworn to before me this	(Signature of Corporate Officer who signed the	Bid)
Alisa Beanely	ALISON BIANCHI	
Notary Public/	NOTARY PUBLIC-STATE OF NEW YORK No. 01B16174247	
en e	Qualified in Queens County My Commission Expires September 17, 20	a transfer

计分列 阿拉尔二氏 计控制 基础设施 医二甲基酚

and the second s

o okazi ki kabaji na d

医隐状性结节 人名法格 医皮肤 医皮肤 医皮肤

(1997) · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 1997 · 199

and the second production of the second s The second s The second s

· 一个人,我们就是一个多个是个的是是这个人,一只不是**然**来。

。""我们就是我们的事。""我不是**我**。"

PARAMERONIA

ROMEY PERIODENCE OF MEW YORK -

TO AN A CONTRACT CONTRACT OF THE CONTRACT OF T

in the state of th

AFFIRMATION

PROJECT ID. HWS17CW1

upon d	lebt, con	ed bidder affirms and declares that said bidder is not in arrears to the City of New York tract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of I has not been declared not responsible, or disqualified, by any agency of the City of New
York,	nor is the	ere any proceeding pending relating to the responsibility or qualification of the bidder to contracts except:
(If non	e, the bi	dder shall insert the word "None" in the space provided above.)
Full N Addres City _	ame of I ss: 17 BVVC	sidder: Dragonetti Brothers Landscoping, Nursory & flowet In 9 Louisiana Aue Ordgo State New York Zip Code 11207
CHEC	K ONE	BOX AND INCLUDE APPROPRIATE NUMBER:
<u></u> /	Α-	Individual or Sole Proprietorship* SOCIAL SECURITY NUMBER
/	В-	Partnership, Joint Venture or other unincorporated organization EMPLOYER IDENTIFICATION NUMBER
W	C-	Corporation EMPLOYER IDENTIFICATION NUMBER
		1/1/3204720
By:	4	
	Sign	ature
Title:_	~	President
	T C	

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.

NEW CHARLES

and the second of the second o

(4) 有数点的原理器工作的图象的原理器工作的原理器工作器。

The transposition will be limited the control of th

. . .

A second of the s

The state of the s

, we can assign that will be imposed as $\mathcal{L}_{\mathcal{A}}$, where $\mathcal{L}_{\mathcal{A}}$ and $\mathcal{L}_{\mathcal{A}}$ and

en en el el composition de la comercia de la comercia de la comercia de la comercia de la comercia.

La comercia de la comercia del comercia del comercia de la comercia del la comercia d

A Maria Carlos C

•

BID BOND 1 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. The DRAGONETTI BROTHERS LANDSCAPING, NURSE		
129 Louisiana Ave., Brooklyn, NY 11207		
hereinafter referred to as the "Principal", andINTERNATIONAL FIDELITY INSURANCE CO. 1 Newark Center, Newark, NJ 07102		
hereinafter referred to as the "Surety" are held and hereinafter referred to as the "CITY", or to its succ		
Ten (10%) Percent of Total Amount Bid		
(\$), Dollars lawful money of the money well and truly to be made, we, and each of successors and assigns, jointly and severally, firml		
Whereas, the Principal is about to submit (proposal, hereby made a part hereof, to enter into a		
Installation of Sidewalks, Adjacent Curbs and I	edestrian Ramps as Necessary in	1
Various Locations, Citywide (Boroughs of Broo	klyn and Queens) City of New Yo	ork
NOW, THEREFORE, the conditions of this withdraw said Proposal without the consent of the opening of bids and in the event of acceptance of the shall:	City for a period of forty-five (45)	days after the
(a) Within ten (10) days after notificat to the City all the executed counterparts of the Con in accordance with the proposal as accepted, and		
(b) Furnish a performance bond and se for the faithful performance and proper fulfillment all respects to the City and shall be executed by goo	of such Contract, which bonds shall	quired by the City, I be satisfactory in
(c) In all respects perform the agreement provided in the Information for Bidders, bound here the aforesaid Proposal, then this obligation shall be effect.	with and made a part hereof, or if t	he City shall reject
CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION	C-7	BID BOOKLET JULY 2016

n koma a Francisco. Nacional a Francisco.

THE PARTY OF THE P

e de la composition de la composition de la composition de desir de desir de la composition de la composition La composition de la

Additional respective description in the experience of the contract of the contra

general geologichen im der her eine verdande Kergen kaft der Geriche Tanlag. Her der kommen im Der gegen Ausgehören der keine Grank mag general der der der Gerand und auf der Kendel, der

and the second of the second o

A constitution of the second of

Compared to the control of the control

også er om det forske er ette fill og skolet skrivet er en ette skrivet er ette forske er ette fill des skrivet Også er ekselske fillet også er ette er ette er ette er ekselske fillet ette og det ette er ette er ette er e Også er ette skrivet er ette e

A transport of the result of a registration of the result of the result of the registration o

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 10th day of March 2017

(Scal)

DRAGONETTI BROTHERS LANDSCAPING NURSERY & FLORIST, INC.

Principal

(Seal)

INTERNATIONA

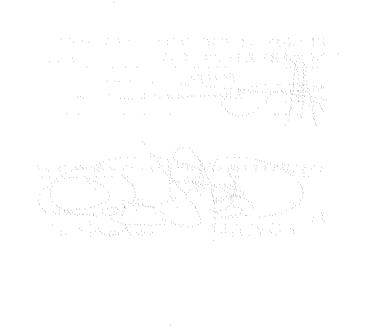
100

(a) A subject of the control of t

en anglett vid gefährigere die eine komplete mit der trock till der mit den mit den komplete mit den komplete Hen mit de graph mit mit den mit den den den komplete trock mit den den komplete mit den komplete mit den den Mit den den den den komplete komplete mit den den komplete den den komplete mit den den den den den den den de

A section of the country for an extremental way at the country of the country for the country of the country

and the five provided and the second transfer of the second section of the second second second second second s The five provided and the second The five provided second second



The state of the s

and the second of the second o

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of	County of	: (Ducens	ss:
On this 10t	h day of March	, 2017	, before me personally came
- Micri	MAGINELL'	to me known, who,	being by me duly sworn, did depose and say
that he is the	13-LEZIGEN+	of Dragonetti l	Brothers Landscaping, Nursery & Florist, In
the corporation	on described in and which e	executed the foregoing	g instrument; that he knows the seal of said
			such seal; that it was so affixed by order of
	of said corporation, and tha	t he signed his name	thereto by like order.
	LISON BIANCHI		$\mathcal{A}_{\mathcal{A}}$
	BLIC-STATE OF NEW YORK		
	o. 01BI6174247		1 ACH GLORIA
Qualifie	d in Queens County		Notary Public
My Commission	Expires September 17, 20		•
	ACKNOWLEDGMI	ENT OF PRINCIPAL	. IF A PARTNERSHIP
State of	County of		cc.
On this	day of	·	ss: , before me personally appeared own to me to be one of the members of the
On 11113	day or	to me known and kn	yown to me to be one of the members of the
firm of		des	cribed in and who executed the foregoing
			Notary Public
	<u>ACKNOWLEDGME</u>	NT OF PRINCIPAL	, IF AN INDIVIDUAL
State of	County of _		ss:
On this	day of		ss:, before me personally appeared town to me to be the person described in
and who execu	ated the foregoing instrumen	to me known and knowledged	that he executed the same.
			Notary Public
	AFFIX ACKNOWLEDG	MENTS AND JUSTIF	CATION OF SURETIES
ITY OF NEW YOR	RK DESIGN AND CONSTRUCTION	C-9	BID BOOKLET

SOUND FOR TO STATE OF SERVICE FASI-VIA:8:0.5M The Committee of the control of the

Acknowledgment of Surety

State of	New Jersey	ı			
County of_	Hudson				
On this	10th	day of	March	2017	before me personally
OBITIC	Carl W. Bu	11	to me known	who, being by me duly	sworn, did depose and
eay that he is	. an	Attorney-In-F			of
		FIDELITY INS	URANCE COMPANY		the corporation
carporation;	that the scal	effixed to the	within instrument is	such corporate scal, and	corporate seal of said that he signed the said and of Directors of said
corporation	and by auth	ority of this	office under the Star	iding Resolution therefo	orc.

BARBARA ZITT NOTARY PUBLIC NEW JERSEY

ID NO. 2218894 QUALIFIED BY PAGSAIC COUNTY COMMISSION EXPIRES 10/27/18 ng man Kibal Imanagtan, anjawin Al-

en transporte de la composition de la composition de la la la la la la composition de la composition del composition de la composition del composition de la composition del composition del composition del composition de la composition del composition del composition del composition de la composition

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT JUNE 30, 2016

ASSETS	400 E00 771
Bonds (Amortized Value)	\$99,593,771
Common Stocks (Market Value)	31,349,452
Mortgage Loans on Real Estate	369,245
Cash Bank Deposits & Short Term Investments	33,495,828
Other Invested Assets	237,139
Unneid Premiums & Assumed Balances	13,456,735
Reinsurance Recoverable from Reinsurers	960,062
Flectronic Data Processing Equipment	495,141
Investment Income Due and Accrued	576,784
Net Philosoph Tay Accels	4,071,273
Receivables from Parent, Subsidiaries & Affiliates	172,383
Health Care and Other amounts Receivable	6,329
Other Assets	21,046,357
TOTAL ASSETS	\$205,830,499
TOTAL ASSETS	
LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net as to Reinsurance Ceded and	
Incurred But Not Reported Losses)	\$661,522
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	(260,073)
Reinsurance Payable on Paid Losses and Loss Adjustment Department	3,102,913
Loss Adjustment Expenses	(740,080)
Commissions Payable, Contingent Commissions & Other Similar Charges	2,443,958
Other Expenses (Excluding Taxes, Licenses and Fees)	158,054
Taxes, Licenses & Fees (Excluding Federal Income Tax)	344,765
Current Federal and Foreign Income Taxes	34,984,787
Unearned Premiums	800,000
Dividends Declared & Unpaid: Policyholders	3,496,956
Ceded Reinsurance Premiums Payable	1,031
Funds Held by Company under Reinsurance Treaties	68,717,077
Amounts Withheld by Company for Account of Others	41,874
Provision for Reinsurance	
Payable to Parent, Subsidiaries and Affiliates	97,398
Other Liabilities	6,512,077
TOTAL LIABILITIES	\$120,362,259
	\$1,500,000
Common Capital Stock	374,600
Gross Paid-in & Contributed Surplus	16,000,000
Surplus Notes	69,351,472
Unassigned Funds (Surplus)	
Less: Treasury Stock at cost (39,063 shares common) (value incl. \$45.)	1.757.835
Surplus as Regards Policyholders	\$85,468,237
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$205,830,496

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, June 30, 2016, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of August, 2016.
INTERNATIONAL FIDELITY INSURANCE COMPANY



e displayer and the second of the second

and the Colombian of the control of The Colombian of the control o

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

WALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

WILLIAM T. GUILFOYLE, CARL W. BULL

West New York, NJ.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-In-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity
Insurance Company) and President (Allegheny
Casualty Company)

Althint

1936 AGW JERSET

On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

OF NEW MERCH

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th

day of March, 2017

MARIA BRANCO, Assistant Secretary

Maria H. Seranco



M/WBE PROGRAM

M/WBE UTILIZATION PLAN

<u>M/WBE Program Requirements</u>: 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.

<u>Waiver</u>: 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.

<u>Impact on LBE Requirements</u>: 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

<u>PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD</u> AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

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.

- Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by 5. Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.
- 6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).
- 7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to; the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.
- 8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.
- 9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

- 10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.
- (b) To apply for a full or partial waiver of the Participation Goals, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at zhangii@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, 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.

#:	Production and the second	•	APT PIN			85017B0
SCHEDULE B - M/WBE I	Jtilization Plan on Goals					
Part I to be completed		gencv				
Contract Overview		<u> </u>				
APT E- Pin # Project Title/ Agency PIN #	85017B0081 INSTALLATION 8502017HW003	OF SIDEWAL	KS. ADJAC	CENT CL	ID#: H\ JRBS, AI	WS17CW ND PEDE
Bid/Proposal Response Date	MARCH 10,					
Contracting Agency	Department of De	esign and Cons	truction			
Agency Address	30-30 Thomson A		Long Isla	nd City	State	NY Z
Contact Person	Edward Espinoza		Title	M/W.E	E Comp	liance An
Telephone #	718-931-1904	•	Email			dc.nyc.go
Project Description land	ch additional pages if na	cessarivi				
	Together	With All Work	Incidental	Thereto		
	CITYWIDE (BOR	OUGHS OF BI CITY OF NEV	ROOKLYN	AND Q	UEENS)
MWBE Participation Goz iner the percentage emount for Services: Prime Contract Industry:	each group er for an un	specified goals Ple	ase note that	there are n	o geals for	Asian Ame
	roup	Percentage				
	Unspecified*	· orventage	6 %			
	or		_		•	
	Black American	UNSPECIF				
	panic American	UNSPECIF				
	Asian American	UNSPECIF				
	Women	UNSPECIF	IED*			
Total Parti	cipation Goals		6% L	ine 1		
e: For this procurement, ind instruction contracts may be	ividual ethnicity and	gondou en els	Tillitar ba	en et de semane e com		

^{*}Not for co Wom

Action assertion that the state of the Market Room Ages by PARESTOR OF THE REPORT OF THE SECRET FOR THE PARESTOR OF THE PARESTOR OF THE PARESTOR OF THE PARESTOR OF THE P

Tax ID	11 2001000
#:	11-3204720

APT	E-	8	5
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 selfentire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 17 and 1 submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL granted, it must be included with your bid or proposal and you do not have to complete or submit this for bid or proposal.

Section I: Prime Contractor Contact Infor	mation				
Tax ID# 11-3204720	anolhors Land onst Enc NW AVR-BU	0	FMS Vendor ID# Coping Contact Person ICLYN, NY 112 ICK D dragon	14: C.C.	7
Section II: M/WBE Utilization Goal Calcul PRIME CONTRACTOR ADOPTING AC				ıbsec	tion.
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 Particip Amo
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.	40	***************************************			
Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	3,380,944	x	6%		\$ 202, { Line 2
PRIME CONTRACTOR OBTAINED PAI PARTICIPATION GOALS	RTIAL WAIVER API		OVAL: ADOPTING MC	DIFI	
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 Particip Amou
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.	sak sakkaansa ah ili sa sakaan S	X	E i 1778 ca i i managi mingi istani qirik bilgari ta bi aatim		\$ Line 3

the ground and a great the secondary of the transfer and the control of the background and a second and a second er en la Alexandre de la comparta de la participa de la comparticipa de la Comparticipa de la Comparticipa de Comparticipa de la Comparticipa de Comparticipa

en de de la celebrario de la lactica de la celebración de la celeb

i Orkiy

Tax ID#:	11-3204720
----------	------------

review the Notice to Prospective	an: How Proposer/Bidder Will Fulfill M/WBE Participation Goals Contractors for more information on how to obtain credit for N box. The Proposer or Bidder will fulfill the M/WBE Participation
contract the value of which is at lea	or that will self-perform and/or subcontract to other M/WBE firms a last the amount located on Lines 2 or 3 above, as applicable. The valid firms will not be credited towards fulfillment of M/WBE Participation e Contractor:
and/or the value of any work subco above, as applicable. The value of fulfillment of M/WBE Participation (ctor that will enter into subcontracts with M/WBE firms the value of v
Section IV: General Contract Inform What is the expected percentage regardless of M/WBE status? %	of the total contract dollar value that you expect to award in subcontracts for
	Exterior of the type (s) and dollar value of subcontracts for all/any services between the subcontract of all/any services the contract of all any services of subcontract of all any services of subcontract of all any services of subcontract of all any services of all and the time frame in which such work is scheduled. Use additional sheets if necessary. Stacknak 414,000 HJWBE
Scopes of Subcontract Work Scopes of Subcontract Work 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
Services of the services of th	

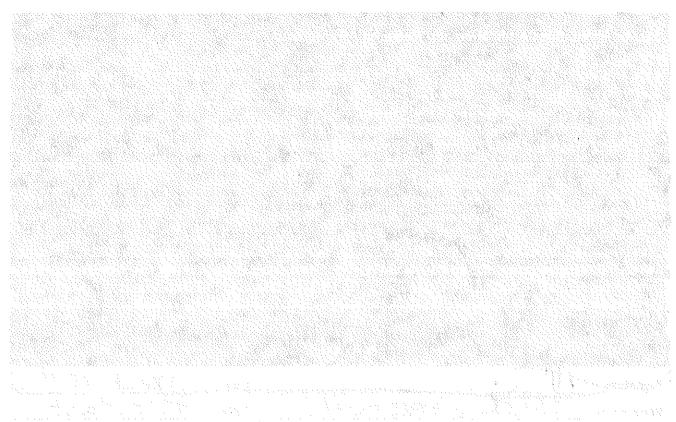
and a description of the analysis of the contract winner

Section V: Vendor Certification and Required Affirmations

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein a pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 129"), and the rules promulgated thereunder;
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and corre 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this 0 the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shadeemed 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 of value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is of 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 A meet the modified Participation Goals by soliciting and obtaining the participation of certified MB WBE firms.

			e e Spignige Selfer		
Signature	+111		Date	march 10 th	76
Print Name	Wick	Dragonetti	Title	President	
		() .			



A STATE OF THE STA

APT E- PIN #:	85017B0081
	orth herein and the fork ("Section 6- e and correct; ents of this Contract, of which shall be did the total dollar waiver is obtained at the ed by the Agency, to
Date	
	PIN#: ion requirements as set for Code of the City of New Y VBE Utilization Plan is true BE participation requirement mulgated thereunder, all of that the Vendor will awar and/or WBEs, unless a full asonable, good faith effort or such goals are modification of or participation of or Date

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:
	Goals as described in bid/solicitation doc	uments
% Ag	ency M/WBE Participation Goal	
Proposed M/WBE Particip	oation Goal <i>as anticipated by</i> vendor seekin	g waiver
for	services and/or credited to an M/WBE Prime	
Basis (of Walver Reque	St: Check appropriate box & explain in del	tail below (attach additional pages if needed)
☐ Vendor does not subc		id good faith intention to perform all such work
capacity and good faith in	some of this type of work but at a lower % itention to do so on this contract. (Attackmand subcontract to other vendors or co	h subcontracting plan outlining services that
capacity and good faith in the vendor will self-perfor Vendor has other legit under separate cover. References	itention to do so on this contract. (Attac im and subcontract to other vendors or co timate business reasons for proposing th	h subcontracting plan outlining services that
capacity and good faith in he vendor will self-perfor Vendor has other legit under separate cover. References ist 3 most recent contract	itention to do so on this contract. (Attac im and subcontract to other vendors or co timate business reasons for proposing th	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain
capacity and good faith in he vendor will self-perfor Vendor has other legit under separate cover. References List 3 most recent contract	tention to do so on this contract. (Attac rm and subcontract to other vendors or co timate business reasons for proposing the s performed for NYC agencies (if any). Incl	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain
capacity and good faith in the vendor will self-perfor will self-perfor will self-perfor when the vendor has other legituder separate cover. References List 3 most recent contract performance of such contract performance	tention to do so on this contract. (Attaction and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Inclinacts. Add more pages if necessary. AGENCY Total Amount	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in
capacity and good faith in he vendor will self-performed vendor has other legituder separate cover. References List 3 most recent contract performance of such contract CONTRACT NO. Total Contract	tention to do so on this contract. (Attaction and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Inclinacts. Add more pages if necessary. AGENCY	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in
rapacity and good faith in he vendor will self-perform and yelf-perform and recent contract or contrac	sperformed for NYC agencies (if any). Included and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Included acts. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ ltem of Work Subcontracted and	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and
References List 3 most recent contract performance of such contract Amount \$ ltem of Work	s performed for NYC agencies (if any). Includents. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED
apacity and good faith in he vendor will self-performed by the vendor will self-performed by the vendor has other legit ander separate cover. References List 3 most recent contract conformance of such contract contract Amount \$ ltem of Work Subcontracted and	sperformed for NYC agencies (if any). Included and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Included acts. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ ltem of Work Subcontracted and	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and
References List 3 most recent contract contract Amount \$ Item of Work Subcontract and Value of subcontract	s performed for NYC agencies (if any). Inclinates. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontract	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and Value of subcontract
References List 3 most recent contract performance of such contract Amount \$ Item of Work Subcontracted and Value of subcontract CONTRACT NO. Total Contract Amount \$ Item of Work Subcontracted and Value of subcontract CONTRACT NO. Total Contract Amount \$ Item of Work Subcontract CONTRACT NO. Total Contract Amount \$ Item of Work Subcontract	itention to do so on this contract. (Attaction and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Included acts. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontract AGENCY Total Amount Subcontracted \$ Item of Work Item of Work Item of Work	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and Value of subcontract DATE COMPLETED
References List 3 most recent contract performance of such contract Amount \$ Item of Work Subcontracted and Value of subcontract CONTRACT NO. Total Contract Amount \$ Item of Work Subcontracted and Value of subcontract CONTRACT NO. Total Contract Amount \$ Item of Work Subcontracted and Value of subcontract	itention to do so on this contract. (Attaction and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Includents. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontract AGENCY Total Amount Subcontracted \$	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and Value of subcontract DATE COMPLETED
References List 3 most recent contract contract Amount \$ Item of Work Subcontracted and Value of subcontract Amount \$ Item of Work Subcontracted and	itention to do so on this contract. (Attaction and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Included acts. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontract AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted \$ Item of Work Subcontracted \$ Item of Work Subcontracted and	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontract DATE COMPLETED Item of Work Subcontract DATE COMPLETED
References List 3 most recent contract contract Amount \$ Item of Work Subcontracted and Value of subcontract Amount \$ Item of Work Subcontracted and Value of subcontracted	imate business reasons for proposing the sperformed for NYC agencies (if any). Includents. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontracted AGENCY Total Amount Subcontracted and Value of subcontracted \$ Item of Work Subcontracted and Value of subcontracted	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and Value of subcontract DATE COMPLETED Item of Work Subcontracted and Value of subcontract
References List 3 most recent contract performance of such contract Amount \$ Item of Work Subcontracted and Value of subcontract Amount \$ Item of Work Subcontract Item of Work Subcontracted and Item of Subcontracted Subcontract Item of Work Subcontracted Item of Subcontract Item of Work Subcontracted Item of Subcontract Item of Work Subcontracted Item of Subcontract Item of Sub	itention to do so on this contract. (Attaction and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Includents. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontracted AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontract AGENCY Total Amount Subcontracted \$ AGENCY Total Amount Subcontracted \$	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and Value of subcontract DATE COMPLETED Item of Work Subcontracted and Value of subcontract DATE COMPLETED DATE COMPLETED
capacity and good faith in the vendor will self-perform the vendor will self-perform. Vendor has other legit under separate cover. References List 3 most recent contract conformance of such contract Amount \$ Item of Work Subcontracted and Value of subcontract and Value of subcontract Amount \$ Item of Work Subcontract Amount \$ Item of Work Subcontract Amount \$ Item of Work Subcontracted and Value of subcontracted and Value of subcontract	itention to do so on this contract. (Attaction and subcontract to other vendors or continuate business reasons for proposing the sperformed for NYC agencies (if any). Includents. Add more pages if necessary. AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted and Value of subcontract AGENCY Total Amount Subcontracted \$ Item of Work Subcontracted \$ Item of Work Subcontracted \$ AGENCY Total Amount Subcontracted AGENCY Total Amount Value of subcontracted AGENCY Total Amount	h subcontracting plan outlining services that onsultants.) e M/WBE Participation Goal above. Explain ude information for each subcontract awarded in DATE COMPLETED Item of Work Subcontracted and Value of subcontract DATE COMPLETED Item of Work Subcontracted and Value of subcontract

TYPE OF Contract		ENTITY	DATE COMPLET	ED
Manager at enti	ty that hired vendor (Name/Ph	one No./Email)		***************************************
Total Contract		Amount	**************************************	
Amount	Subcon	tracted \$	<u> </u>	
Type of Work Subcontracted			****	
TYPE OF Contract	AG	ENCY/ENTITY	DATE COMPLETI	ED
lanager at agency/e o./Email)	entity that hired vendor (Name	/Phone		
Total Contract Amount	\$ Subcon	Amount tracted \$		····
Item of Work	Item (Subcontrac	of Work ted and	Item of Wo	ork
Subcontracted and		/alue of	Subcontracted a	
alue of subcontract		contract	Value of subcontra	act
TYPE OF Contract	AG	ENCY/ENTITY	DATE COMPLETE	ED
Manager at enti	ty that hired vendor (Name/Ph	one No./Email)		***************************************
Total Contract Amount		tracted \$		***************************************
		of Work	N 5386	
Item of Work Subcontracted and	Subcontrac	ted and /alue of	Item of Wo Subcontracted a	
'alue of subcontract		contract	Value of subcontra	
		the information supplied	l in support of this waiver reque	est is true
ENDOR CERTIFIC	ATION: I hereby affirm that			
orrect, and that this	request is made in good faiti	h.	Deter	
orrect, and that this Signature:	request is made in good faiti	h.	Date:	
orrect, and that this	request is made in good faiti	h.	Deter	
orrect, and that this Signature: Print Name: haded area below is	request is made in good faiti	h.	Date:	
orrect, and that this Signature: Print Name: haded area below is	request is made in good faits store for agency completion only	h.	Date:	
orrect, and that this Signature: Print Name: haded area below is GENCY CHIEF C Signature:	request is made in good faits store for agency completion only	PROVAL	Date:Title:	
orrect, and that this Signature: Print Name: haded area below is GENCY CHIEF G	request is made in good faits s for agency completion only ONTRACTING OFFICER AP	PROVAL	Date:	
orrect, and that this Signature: Print Name: haded area below is GENCY CHIEF C Signature: CITY CHIEF PROC	request is made in good faits for agency completion only ONTRACTING OFFICER AP UREMENT OFFICER APPR	PROVAL	Date:	

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in

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.

ı				
$\sqrt{}$	YES	N	Ī	Ö
		 	•	_

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")
Bidder Name: Dragonetti Brothers Landscoping, Nursery & Florist In
Project ID Number:
The Bidder MUST complete, sign, and submit this Apprenticeship Program Questionnaire with its bid. 1. Does the bidder have any Apprenticeship Program agreement(s) 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).)
2. Has/have the bidder's Apprenticeship Program agreement(s) been registered with, and approved by the New York State Commissioner of Labor ("NYSDOL Commissioner")?
YES NO
3. Has/have the bidder's Apprenticeship Program successfully passed the two-year Probation period following its initial registration with the New York State Department of Labor ("NYSDOL")?
NO
If the answers to Questions 1, 2, and 3 are "Yes". The bidder shall, in the space below (and/or attached herewith where applicable), provide the contact information for such Apprenticeship Program(s) as well as information demonstrating that such Apprenticeship Program(s) have passed the two-year Probation period following its initial registration with the NYSDOL. (The bidder may attach additional pages if necessary). • Where the bidder directly sponsors any such apprenticeship Program(s), the bidder shall provide the following:
o The trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner; and/or
o A copy of a letter(s) from the NYSDOL, on NYSDOL's letterhead, executed by an official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner and the Active status of such program(s).
• Where the bidder participates in any such Apprenticeship Program(s) through its membership in an employer organization(s) that directly sponsors such program(s) or where the employer association(s) participates in such program(s) through collective bargaining, the bidder shall provide the following:
 The contact information for the employer organization(s), and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith, and the date such program(s) was/were approved by the NYSDOL Commissioner; or A letter(s) from such employer organization(s), on letterhead of such organization(s),

executed by an officer, delegate or official thereof, which verifies/verify the trade classification(s) covered by such program(s) was/were approved by the NYSDOL Commissioner, and that the bidder is both a member in good standing of the identified employer organization and is subject to the provisions of the Apprenticeship Program

agreement(s) sponsored thereby.

and the second of the second o

en 1907. En meñ en ego e en el Frent de Agament del en egos e esta a esta en 1904. El de en en 1904. El de en En esta de 1909 en el esta en el esta de 1904 en 1909. A partir de 1909, ou elles el esta en 1909, ou el en el Esta de 1909 en el 1909 esta en el esta en 1909 en 1909, el en entre de 1909, ou el entre en en en en en en e Esta de 1909 en entre en el entre en 1909.

de transcribación de telécologico e cience de ambiene e estado do celebro eléctro. Esta como por eléctro e transfer en enconociones e en electronistico en electronistico.

A Transport

 $\label{eq:definition} \mathcal{L}(q) = \frac{p(p,q)}{p(q,q)} + \frac{p(p,q)}{p(q,q)}$

Any other control of the control

to a page of the control of the cont

6.0 Type the interest of the plantage of the property of the interest entered and the control of the control of the plantage of the plantag

Northern Meille (1998), 1988 April 1988 April 1989 April 1989 April 1989 April 1989 April 1989 April 1989 April Burgers (1997) April 1989 April 1

grande kulkungsu in iki in turak in menenga kun mintanggi in melentik di encum di Trakami.

Buda ekonomika tahung ingkapa menengalik kulan kengalik di encum kanada menengalik di encum kulan di kulan di encum kulan di

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Project ID Nur	mber: $H(0S) + C(0)$	
	e the bidder participates in any such Apprenticeship Program ining agreements, the bidder shall provide the following:	s through collective
•	trade(s) covered pursuant to the bidder's affiliation therewith;	ad of such entity(ies), es/verify the bidder's
	See Alfached Letters Fre	<i>YT</i>)
	Local 175 and Herit Allu	oin(l)
Bv: HT	Title: President 10th, 2017	lent
CITY OF NEW	YORK 21	BID BOOKLET

grava (v. 1900.) se 1966 filozofia kije 2000. se vi se 1964 kieli vi se vi se na vi se vi se vi se vi se vi se Programa i se vi se v

i kultur i ogo u su set metre retedek ou ko ki vasurik iga tek i ettek. Entyr und i tek nogle elikeltikolision Storigalisek gaga erek elektikolisionen konstruktionen elikelisionen jarek elektikolisionen elektrikolisionen

elie et le Region de Maria de la principa de la la Mille Warder de la Regional de la fina de la final de la fo La companya de la final de la Regional de la companya de la final de la final de la final de la final de la fi La companya de la final de La companya de la final de

andre de la companya La companya de la co

and the second of the second o

TO THE CONTROL OF THE

TEL. (516) 487-3110

UNITED PLANT AND PRODUCTION WORKERS LOCAL 175

99 MINEOLA AVENUE, ROSLYN HEIGHTS, NEW YORK 11577

Roland Bedwell
BUSINESS MANAGER

Michael Bartilucci
RECORDING SECRETARY

Costantino Seminatore PRESIDENT

Joe Caramanno SECRETARY TREASURER

December 7, 2015

RE: United Plant & Production Workers Local 175 Local 175 Joint Apprenticeship Training Program NYS Sponsor Code #1853 NYS ATP Code # 18-514

To Whom It May Concern:

This letter will serve to confirm that United Plant & Production Workers Local 175 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program" ("ATP"). The ATP is co-sponsored by Local 175 and all employers/signatory contractors, including but not limited to Dragonetti Brothers, the Local 175 Collective Bargaining covering Wages and Working Conditions, dated July 1, 2014 to June 30, 2017.

Our program to date has graduated eight apprentices and currently has seven Apprentices enrolled. Copies of the certificates of completion from New York State can be furnished upon request. Additional Apprentices are available for work.

Any additional questions should be directed to my attention.

Very Truly Yours,

Anthony J. Franco

Anthony J. Franco
Training Director

Joint Apprentice Training Fund

His I de la composition de la granda de la gr En la granda de la grand

and an instantent of the Section of

TITOLOGIA MENGLICALIAN INTERNALA MENGLICALIAN INTERNALA MENGLICALIAN INTERNALA MENGLICALIAN INTERNALA MENGLICA MENGLICALIAN MENGLICALIAN INTERNALA MENGLICAN IN

The Control of States of the Section Section of the Section of the Control of the Section of

and the first of the The first of the first

and the state of t

1967年,1967年,1967年,李林道士的李林道,一步一步,1967年,1967年,1967年,1967年,1967年,1967年,1967年,1967年,1967年,1967年,1967年,1967年,1967年,

to Algebra and Laboratory

TEL. (516) 487-3110

FAX (516) 487-3144

UNITED PLANT AND PRODUCTION WORKERS LOCAL 175

99 MINEOLA AVENUE, ROSLYN HEIGHTS, NEW YORK 11577

Roland Bedwell
BUSINESS MANAGER

Michael Bartilucci RECORDING SECRETARY Costantino Seminatore PRESIDENT

Joe Caramanno SECRETARY TREASURER

December 7, 2015

RE: United Plant & Production Workers Local 175 Local 175 Joint Apprenticeship Training Program NYS Sponsor Code #1853 NYS ATP Code # 18-514

To Whom It May Concern:

This letter will serve to confirm that United Plant & Production Workers Local 175 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program" ("ATP"). The ATP is co-sponsored by Local 175 and all employers/signatory contractors, including but not limited to Dragonetti Brothers, the Local 175 Collective Bargaining covering Wages and Working Conditions, dated July 1, 2014 to June 30, 2017.

Our program to date has graduated eight apprentices and currently has seven Apprentices enrolled. Copies of the certificates of completion from New York State can be furnished upon request. Additional Apprentices are available for work.

Any additional questions should be directed to my attention.

Very Truly Yours,

Anthony J. Franco
Anthony J. Franco

Training Director

Joint Apprentice Training Fund



Signatory Contractor:
Dragonetti Bros. Landscaping & Nursery Inc.
129 Louisiana Ave
Brooklyn, NY 11207

December 7, 2015

Skilled Craft Laborer: 18514, Approved Oct. 16, 2007, recertified March 26, 2014 Operating Engineer (Heavy Equipment): 18318, Approved Nov. 2, 2011, Carpenter: 12037, Approved Nov. 2, 2011

To Whom It May Concern:

Please be advised that the above noted contractor was accepted as a signatory employer to the Empire State Merit Apprenticeship Alliance, Inc. NYS registered Skilled Construction Craft Laborer, Carpenter and Operating Engineer (heavy equipment) apprenticeship programs (ATP codes referenced above), effective o5/t2/2015.

The Empire State Merit Apprenticeship Alliance, Inc. apprenticeship standards were reviewed, approved and registered in accordance with NYS Labor Law Article 23 and the NYS Department of Labor regulations, effective October 16, 2007 and November 2, 2011 respectively.

The Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory contractor execute a NYSDOL (Form 701) Ancillary Group Sponsor Agreement, in full compliance with NYS Labor Law, art. 23, Section 811.1, Part 601.

Alliance signatory contractors further commit that they will:

- Support the diversified training and work experience as defined in Appendix A, On the Job Training Outline, required of the apprenticeship so as to result in normal advancement of the apprentice.
- Employ craft workers at the trade so as to ensure safe and quality training at all times in full compliance with the apprentice journeymen standard ratios.
- Provide competent supervision of worksite training whereas the apprentice(s) shall be under the supervision of the journey worker(s) at all times.
- Employ the apprentice in a manner that will not conflict with our approved apprenticeship standards

The Alliance is truly committed to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations. Please direct any inquiries regarding the status of signatory employers to Penelope M. Hazer, President, Empire State Merit Apprenticeship Alliance, Inc. via email to: pmhazer@MeritApprenticeshipAlliance.org.

Authorized by:	Ping M. N.	जिल्लाहर २००४ / १५४०	र्वे १५५ हे बेल्ड्रेसिसिसिसिसिक्क प्रेक्ट्रेक्ट सुक्का होका है	a filter of the second of the
	Penelope M. Hazer, President			

PMHazer@MeritAlliance.org Phone: 315.440.8989

2016年,中国1916年,1946年1月,1946年,1947年1月,1948年,1948年,1948年,1948年,1948年,1948年,1948年,1948年,1948年,1948年,1948年,1948年,19

SBowman@MeritAlliance.org Phone: 315,480,7696

医大性性病 医表现色性 医阿拉克氏 医眼门 医克勒氏性 医神经炎 医水杨醇 医神经神经 医皮肤病 医乳毒素 医电影 医电影 医二氏管

109 Twin Oaks Drive, Syracuse, 13206 www.MeritAlliance.org



in the second of the second of

per per l'interprésent des la régle de la les serves de la regle de la regle de la regle de la regle de la la

in the second of the second of

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:		1 - Care 1
Company Name: Drafforoth Broth	hers Landscaping,	Nurseyel Florist &
DDC Project Number: Hws 17	70601	\$
Company Size:Ten (10)	employees or less	
Greater th	han ten (10) employees	
Company has previously worked for DDC	YES	NO
2. Type(s) of Construction Work		·
TYPE OF WORK 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)	LAST 3 YEARS	THIS PROJECT
3. Experience Modification Rate: The Experience Modification Rate (EMR) is a Insurance (NCCI). This rating is used to determinate. The contractor may obtain its EMI contractor cannot obtain its EMR, it must subsect that the subsection of the contractor cannot obtain its EMR, it must subsect the subsection of the contractor cannot obtain its EMR, it must subsect the contractor cannot obtain its EMR, it must subsect the contractor cannot obtain its EMR.	rmine the contractor's premi R by contacting its insurance	um for worker's compensation broker or the NCCI. If the
CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION	22	BID BOOKLET JULY 2016

and the control of the second control of the second control of the second of the second of the second of the c The control of the control of the second The second of the

e in the second of the second

医三氏性皮肤 医克里特氏 医克里氏 医二甲基甲基

Birthologia (1995) - Carrier Carrier (1995) - Eg Ambricking (1995) - Eg

A Commence of the Commence of

ak di Maria 1945 di Serbi di Serbi paka Segarah di agelare ang kelipat 1949 ke Sebagai Pandan agastrans

er er en en en fan de keel fan de keel Gebruik fan de keel Gebeurg fan de

Substitute of the April 1995

e de seu parte de la Receptió de la completa de la grapa de la tribula fille de la fille de la completa de la La parte de la completa de la completa de la completa de la fille de la completa de la completa de la complet La Receptión de la completa de la completa de la completa de la fille de la completa de la completa de la comp La completa de la completa del la completa del la completa del la completa de la completa del la completa de la completa de la completa del la complet

Project ID. <u>HWS17CW1</u>

	<u>1N</u>	<u>TRA</u> STATE RATE	<u>INTER</u> S'	TATE RATE
2013		,99	_	0
2014		.98		0
2015				0
must attach, to thi	is questionnaire,	r any of the past three year a written explanation for t nation resulting in that rati	he rating and ide	
YES		r has received a willful viola nt of Buildings (NYCDOB)		
YES V	work-rela	r has had an incident requiring ted fatalities) or an incident rework-related in-patient hosp in eye).	equiring OSHA n	otification within 2
mployees, on a yearly basi Injuries and Illnesse for 2001 and earlier The OSHA 300 Log	is to complete and es". This form is r).	Act (OSHA) of 1970 required maintain on file the form er commonly referred to as the sted for the last three years for	ntitled "Log of Wo OSHA 300 Log (ork-related OSHA 200 Log
employees.	et indicate the tota	al number of hours worked b	y its employees, a	s reflected in
The Contractor must payroll records for				s reflected in
The contractor me past three years. For each given ye illnesses reported	the past three yea ust submit the I The Incident Ra ear, the total nu on the OSHA		ance with the for otal number of r	ncident Rate) for mula set forth be non-fatal injuries
The contractor me past three years. For each given ye illnesses reported	the past three yea ust submit the I The Incident Ra ear, the total nu on the OSHA	rs. Incident Rate for Lost Time ate is calculated in accordance of incidents is the to 300 Log. The 200,000 howeek, fifty weeks per year.	ance with the for otal number of r ours represents the fincidents X 200,	incident Rate) for mula set forth be non-fatal injuries the equivalent of
The contractor m past three years. For each given ye illnesses reported employees working	the past three years submit the I The Incident Rates, the total nu on the OSHA g forty hours a v	ncident Rate for Lost Time ate is calculated in accordance of incidents is the to 300 Log. The 200,000 howeek, fifty weeks per year. Total Number of	ence with the for otal number of rours represents to find the first state of the first st	incident Rate) for mula set forth be non-fatal injuries the equivalent of
payroll records for a The contractor m past three years. For each given ye illnesses reported employees working Incident Rate =	the past three years submit the I The Incident Rates, the total nu on the OSHA g forty hours a v	Incident Rate for Lost Time ate is calculated in accordate to the second of the second	ence with the for otal number of rours represents to find the first state of the first st	incident Rate) for mula set forth be non-fatal injuries the equivalent of $\frac{000}{000}$
payroll records for a The contractor m past three years. For each given ye illnesses reported employees working Incident Rate =	the past three years submit the I The Incident Rates, the total nu on the OSHA g forty hours a v	Incident Rate for Lost Time ate is calculated in accordate to the second of the second	ence with the for otal number of rours represents to find the first state of the first st	incident Rate) for mula set forth be non-fatal injuries the equivalent of $\frac{000}{000}$

the following of Associations

und de la prome desperado Verbi de como de seu en el menor de menor de la seu de la como de manda de la como d mundo de la como seu de seu de la como de la constante de la como d de la como como de la como

553 7 7 5

The second s The Myster State Second second

en en trafficial de la composition formatisque en seu constitution para en calebration de trafficiones de la c La final de la composition del composition de la composition de

Control of the Control

र करणा विकास करणा है। यह सहस्र करणा करणा करणा करणा करणा है। यह स्थान करणा करणा करणा करणा करणा करणा है। यह स्था स्थान सम्बद्धा

The production states of the content of the content

In the Continuous Section of Section (1998).
 In the Continuous Section of Section (1998).

en de la companya de la co 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

=	Cafata	Dorformonoo	on Provious	DDC Project(s)
	SAICLY	rei ioi mance	OH E FEATORS	DDC FIDICUST

YESNO	Contractor previously audited by the DDC Office of Site Safety. DDC Project Number(s): Hwp20120,
YESNO	Accident on previous DDC Project(s). DDC Project Number(s):
YESNO	Fatality or Life-altering Injury on DDC Project(s) within the last three years. [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].
Date: 3-10-17	DDC Project Number(s):, By:
	Title: President

and the second of the second o

		计数据数据 化二氯甲基甲基甲基二甲基甲基
and the second second		and the Americans of the State
		e granda Albanda, na Makkani kalisa
		grant with the distribution and grant
		Hearth Conglicity that are a second second second
		$(A,B) \cap (A,B) \otimes (A,B)$
		nest strik in gwineren in hinn
		and the first of
		Committee of the Commit
		na mina para a sa
	•	ta di Piringana di Kalanggana di Agrana di
	• .	141-31 %
	:	ing the state of the state of the section of the se

. Najvijena je ili 1843. sijeki sa Prej pojeka, sa

 $(1-\varepsilon)^{\frac{1}{2}} \left((1+\varepsilon)^{\frac{1}{2}} \left((1+\varepsilon)^{\frac{1}$

en grande de la companya de la comp La companya de la companya de

inning the second of the secon

Fig. 1. A second of the first of the control of the first of the control of th

And the second of the second of

automatical designation of the second se

......

e School Co

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rat
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)

YESNO	Contractor previously audited by the DDC Office of Site Safety.
	DDC Project Number(s):,
YESNO	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)
	(organization of the state)
	Title:

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 27 through 29 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) 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.

and the state of the control of the control of the state of the control of the Control of the state of the control of the cont

(NO TEXT ON THIS PAGE)

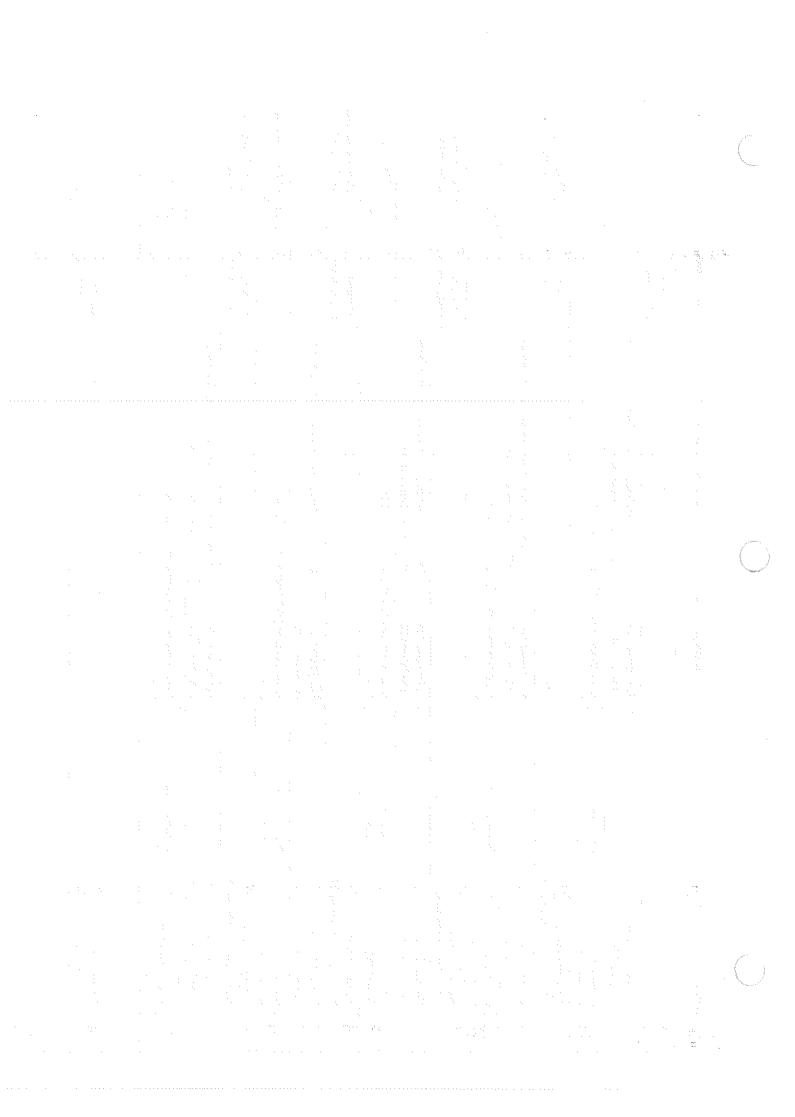
ATTACHMENT A - COMPLETI ONSTRUCTION CONTRACTS

endor Name:

NYS Vendor ID:

- 2	Agency/Owner						
	NYC Parks Department			enthaleurainheadh A		Amount 2,695,000.00	Date Completed 4/1/2015
	Contact Person Yi-Wen Lin		Telephone No. 718-760-6878	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		
	Contract No. BG-913M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Vame, if applicable			EIN of JV, if applicable N/A
, .	Agency/Owner NYC Parks Department					Amount 2,166,541.63	Date Completed 6/30/2015
:" ::\	Contact Person Carla Martinis		Telephone No. 718-393-7253	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t	. '	
00	Contract No. CT-1846-91	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Vame, if applicable		3	EIN of JV, if applicable N/A
3. A M	Agency/Owner NYC Parks Department					Amount 1,047,100.00	Date Completed 6/29/2015
O 4	Contact Person Art Simpson		Telephone No. 718-760-6548	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		
	Contract No. BG-514M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	vame, if applicable			EIN of JV, if applicable N/A
4 Z	Agency/Owner NYC Parks Department					Amount 600,000.00	Date Completed 10/16/2014
00	Contact Person Chris Travis		Telephone No. 609-426-9080	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		
O M	Contract No. BG-811M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	vame, if applicable			EIN of JV, if applicable N/A
s;	Agency/Owner NYC Parks Department					Amount 734,698.00	Date Completed 6/30/2013
	Contact Person Jonathan Pywell	and the second s	Telephone No. 718-965-7731	Designer Architect and /or Design Engineer NYC Parks Department	l /or Design Engineer t		
<u> </u>	Contract No. Fiscal 2013 846- 20131414902	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Vame, if applicable		د نوس	EIN of JV, if applicable N/A

9	Agency/Owner	Amount	Date Completed
-52	NYC Parks Department	728,808.00	10/16/2014
		ř.	



ATTACHMENT A - COMPLETI ONSTRUCTION CONTRACTS

NYS Vendor ID:

Quest	tion 3.0: List the ten mos number:	Question 3.0: List the ten most recent construction contracts the Bu number:	cts the Business Entity	has completed. If less t	han ten, include most	recent subcontra	isiness Entity has completed. If less than ten, include most recent subcontracts on projects up to that
4	Contact Person Jonathan Pywell		Telephone No. 718-965-7731	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		The first and th
	Contract No. Fiscal 2014 846- 20131414902	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable			EIN of JV, if applicable N/A
7.	Agency/Owner NYC Parks Department					Amount 2,157,000.00	Date Completed 6/24/2011
· · · · · · · · · · · · · · · · · · ·	Contact Person Nave Strauss		Telephone No. 718-760-6426	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		
	Contract No. BG-2009MR	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable			EIN of JV, if applicable N/A
. 8	Agency/Owner NYC Parks Department					Amount 1,000,000.00	Date Completed 7/3/2013
	Contact Person Yi-Wen Lin		Telephone No. 718-760-6878	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		
-	Contract No. BG-312M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable			EIN of JV, if applicable N/A
6	Agency/Owner NYC Parks Department					Amount 195,591.88	Date Completed 1/15/2013
'., <u>.</u>	Contact Person Yi-Wen Lin		Telephone No. 718-760-6878	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t	T I	
natifican	Contract No. GWQ-2012F	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ame, if applicable			EIN of JV, if applicable N/A
0.	Agency/Owner NYC Parks Department					Amount 182,052.59	Date Completed 6/28/2012
· · , » ·	Contact Person GWQ-2012S		Telephone No. 718-760-6878	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t	•1	
	Contract No. Yi-Wen Lin	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	me, if applicable			EIN of JV, if applicable N/A



Page 1 of 2

Date Completed 5/13/2016

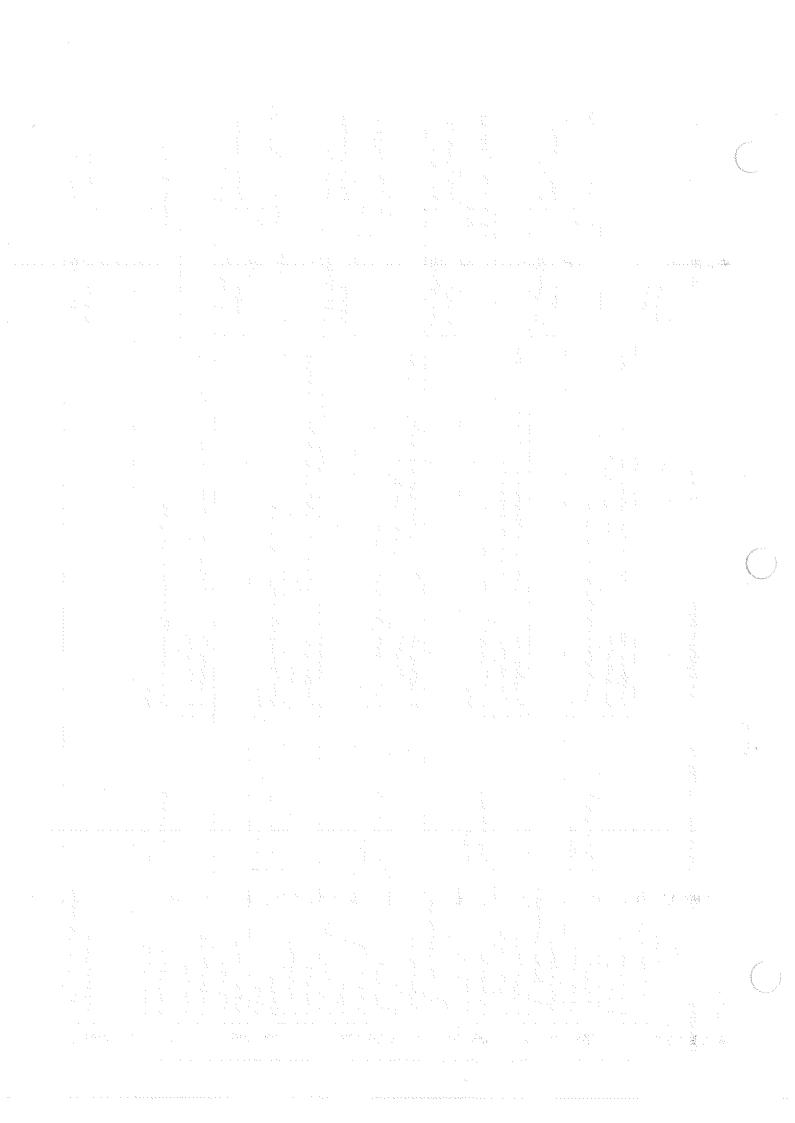
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID:

Vendor Name:

Cnes	tion 5.0: List the ten i number:	nost recent co	instruction contra	cts the Business Entity	has completed. If less th	han ten, include most	recent subcontra	Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:
:	Agency/Owner NYC Parks Department	nt			,		Amount 2,799,871.54	Date Completed 6/19/2014
	Contact Person Joe Atanga			Telephone No. 646-879-6591	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t	1 manu 1. m	
	Contract No. M028-210M	Prime or Sub Prime	or Sub	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable			EIN of JV, if applicable N/A
7.	Agency/Owner NYC Parks Department	ıt					Amount 1,276,000.00	Date Completed 6/24/2013
	Contact Person Fiorella Trimble			Telephone No. 718-760-6879	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		
;	Contract No. MG-412M	Prime or Sub Prime	or Sub	Joint Venture (JV) Name, if applicable N/A	ume, if applicable			EIN of JV, if applicable N/A
3.	Agency/Owner NYC Parks Department	nt					Amount 1,941,000.00	Date Completed 6/27/2011
	Contact Person lan Jack			Telephone No. 718-760-6847	Designer Architect and /or Design Engineer NYC Parks Department	/or Design Engineer t		
	Contract No. QG-2609MR	Prime or Sub Prime	or Sub	Joint Venture (JV) Name, if applicable N/A	ume, if applicable			EIN of JV, if applicable N/A
4	Agency/Owner City of Long Beach						Amount 1,314,000.00	Date Completed 10/31/2015
	Contact Person Doug Duncan			Telephone No. 516-431-1011	Designer Architect and /or Design Engineer Doug Duncan	/or Design Engineer		
-	Contract No. C788	Prime or Sub Prime	or Sub	Joint Venture (JV) Name, if applicable N/A	ame, if applicable		May 17 L	EIN of JV, if applicable N/A
្ស់	Agency/Owner NYC DDC						Amount 3,471,660.00	Date Completed 3/17/2015
	Contact Person Tejal Patel			Telephone No. 732-476-4430	Designer Architect and /or Design Engineer NYC DDC	/or Design Engineer		
	Contract No. HWP-2012R	Prime or Sub Prime	or Sub	Joint Venture (JV) Name, if applicable N/A	ame, if applicable		sut.	EIN of JV, if applicable N/A

Amount	1,253,408.00	
:y/Owner	arks De	
6. Agenc	NYCP	

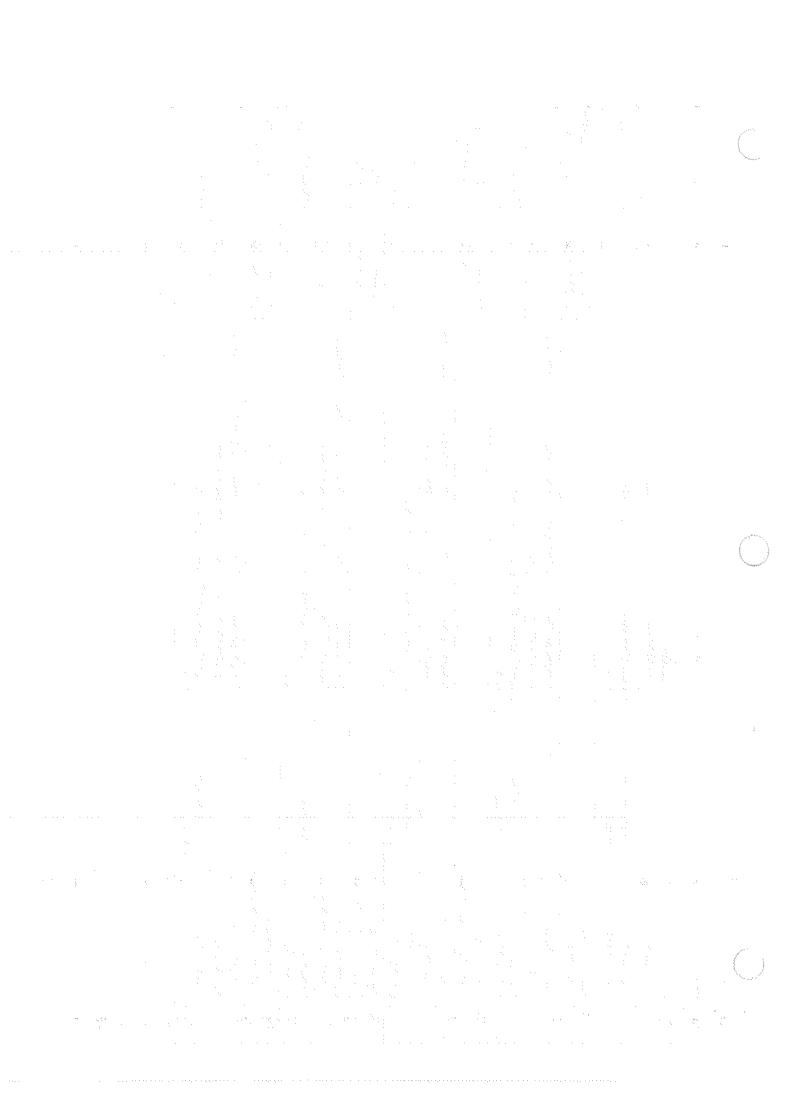


ATTACHMENT A - COMPLETÍ ONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Ques	Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:	recent construction contrac	cts the Business Entity	has completed. If less than	n ten, include most r	ecent subcontrac	ts on projects up to that
	Contact Person R Gantzer		Telephone No. 718-760-6600	Designer Architect and /or Design Engineer NYC Parks Department	r Design Engineer		
** [. *	Contract No. Q005-113M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	me, if applicable			EIN of JV, if applicable N/A
7.	Agency/Owner NYC DEP					Amount 5,182,861.50	Date Completed 12/15/2015
<u>.</u>	Contact Person Jim Eckoff		Telephone No. 347-770-8558	Designer Architect and /or Design Engineer ARUP	r Design Engineer	The state of the s	
	S3320005-02	Prime or Sub Sub Prime	Joint Venture (JV) Name, if applicable N/A	une, if applicable			EIN of JV, if applicable N/A
တ် -	Agency/Owner NYC Parks Department					Amount 1,035,000.00	Date Completed 6/30/2016
	Contact Person Brian Widener		Telephone No. 760-6543	Designer Architect and /or Design Engineer NYC Parks Department	r Design Engineer	e ar i tu	
	Contract No. CT1846-350	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable		<u>Ar</u>	EIN of JV, if applicable N/A
o, -0	Agency/Owner NYC Parks Department					Amount 997,647.00	Date Completed 6/30/2016
	Contact Person Catherine Mondkar		Telephone No. 718-393-7253	Designer Architect and /or Design Engineer NYC Parks Department	r Design Engineer	e et	
	Contract No. CNYG-313M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable			EIN of JV, if applicable N/A
10.	Agency/Owner NYC Parks Department					Amount 2,126,542.00	Date Completed 4/18/2016
. J.	Contact Person Yi- Wen Lin		Telephone No. 718-760-6878	Designer Architect and /or Design Engineer NYC Parks Department	r Design Engineer		
	Contract No. BG115M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable			EIN of JV, if applicable N/A



ATTACHMENT A - COMPLETÍ ONSTRUCTION CONTRACTS

A.

Vendor Name:

NYS Vendor ID:

Que	Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:	recent construction contri	acts the Business Entity	has completed. If less	than ten, include most	recent subcontra	cts on projects up to that
·	Agency/Owner NYC Parks Department				West-planning and an analysis of the state o	Amount 1,156,427.00	Date Completed 4/18/2016
***************************************	Contact Person Laura Hernandez		Telephone No. 718-760-6879	Designer Architect and / NYC Parks Department	Designer Architect and /or Design Engineer NYC Parks Department		
	Contract No. MG-115M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable	Minimization and a second and a		EIN of JV, if applicable N/A
6.	Agency/Owner NYC Parks Department		The state of the s	A THE PROPERTY OF THE PROPERTY		Amount 1,658,784	Date Completed 4/18/2016
	Contact Person Nave Strauss		Telephone No. 760-6802	Designer Architect and / NYC Parks Department	Designer Architect and /or Design Engineer NYC Parks Department	The state of the s	
	Contract No. XG-115M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ıme, if applicable		· ·	EIN of JV, if applicable N/A
ත්.	Agency/Owner			Workstein state of the Control of th	Award Date	Amount	Date Completed
····	Contact Person		Telephone No.	Designer Architect an	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	ıme, if applicable			EIN of JV, if applicable
4	Agency/Owner				Award Date	Amount	Date Completed
,; ·	Contact Person		Telephone No.	Designer Architect an	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	ıme, if applicable		tagasir y	EIN of JV, if applicable
રું.	Agency/Owner	, and a second s			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect an	Designer Architect and /or Design Engineer		
··	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	me, if applicable			EIN of JV, if applicable
						TT OF THE SHEET HIS SHEET IN THE SHEET HIS SHEET IN THE S	

Date Completed

Amount

Award Date

Agency/Owner

PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER 8

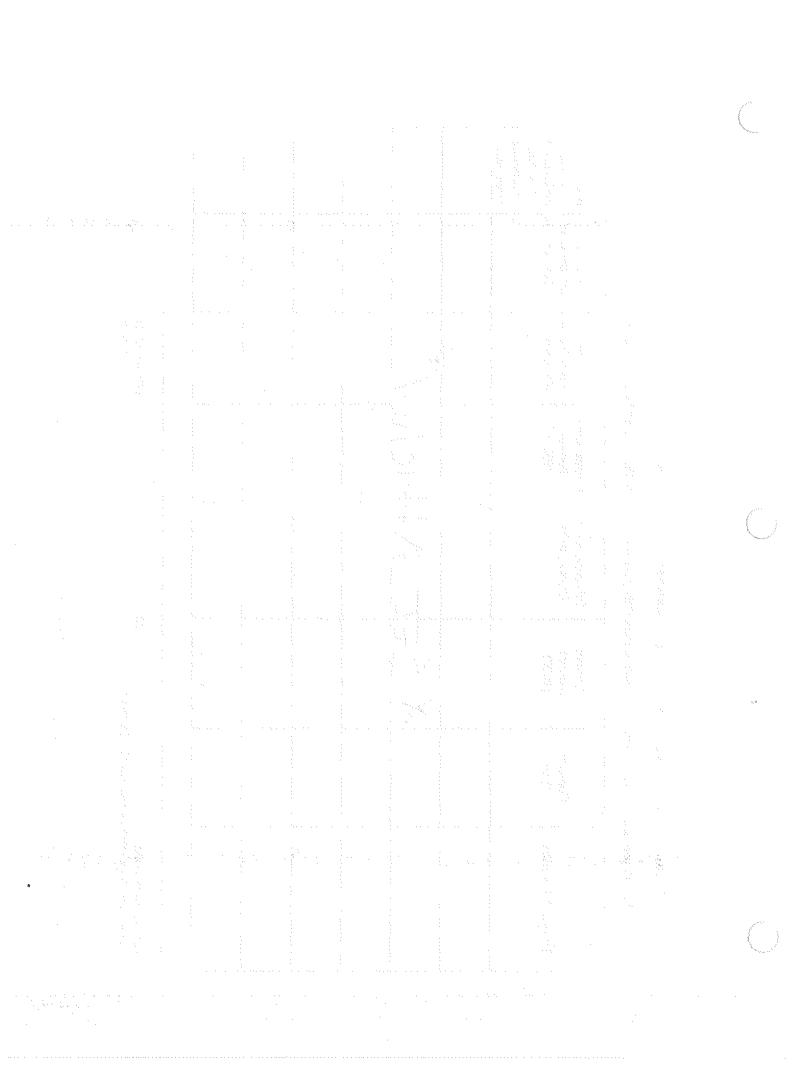
List all contracts currently under construction even if they are not similar to the contract being awarded.

, , , , , , , , , , , , , , , , , , , ,					r
			-		
0.0	A P				
	acho				
	F At				
	R X				
			·		
		MA.		~·,	`
		& SEE Attached	X SEE AH	SEE ALE	

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

BID BOOKLET JULY 2016

28



ATTACHMENT B - UNCOMPLET CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

One	stion 3.1: List all current u	Question 3.1: List all current uncompleted construction contracts:	ontracts:			
,	Agency/Owner NYC Parks Department				Completion Date 8/31/2016	n Date
qua-wa-	Contact Person Sakai Brown		Telephone No. 718-760-6600	Designer Architect and /or Design Engineer NYC Parks Department		
	Contract No. BG313MA1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ne, if applicable	EIN of JV, if applicable N/A	plicable
			Total 2,082	Total Contract Amount 2,082,699.77	Uncompleted Amount 182,699.77	٠٠, , , , , , , , , , , , , , , , , , ,
2.	Agency/Owner NYC DDC				Completion Date 9/30/2016	n Date
n tampus - gratifi	Contact Person Richard Fleuranvil		Telephone No. 718-525-4160	Designer Architect and /or Design Engineer NYC DDC		27-4
t trajs,	Contract No. HWS-2015CW	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ne, if applicable	EIN of JV, if applicable N/A	plicable
er an ingle			Total 1,514	Total Contract Amount 1,514,755.00	Uncompleted Amount 1,241,272.88	سد
ж.	Agency/Owner NYC DDC				Completion Date	ın Date
mgy son	Contact Person Howard Zane		Telephone No. 718-353-9362	Designer Architect and /or Design Engineer NYC DDC/ Hazen		
. ***	Contract No. GCTI-11-01	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ne, if applicable	EIN of JV, if applicable N/A	plicable
	***************************************		Total 7,253	Total Contract Amount 7,253,238.00	Uncompleted Amount 7,253,238.00	
4	Agency/Owner NYC Parks Department				Completion Date 8/28/2018	on Date
	Contact Person Catherine Brousset		Telephone No. 718-760-6555	Designer Architect and /or Design Engineer NYC Parks Department	Section and the section and th	
** 1 *	Contract No. B166-113M	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	ne, if applicable	EIN of JV, if applicable N/A	plicable
. " "			Total 6,641,	Total Contract Amount 6,641,999.00	Uncompleted Amount 6,641,999.00	
.	Agency/Owner NYC DDC				Completion Date 8/19/2017	n Date
ing to the	Contact Person Monzer Shahin		Telephone No. 917-357-6031	Designer Architect and /or Design Engineer NYC DDC		• •
t to				The state of the s	Company of the Compan	Dane 1 of 3



ATTACHMENT B - UNCOMPLET CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

	Contract No. HWP14RTA	Prime or Sub Prime	Joint Venture (JV)	Joint Venture (JV) Name, if applicable N/A		EIN N/A	EIN of JV, if applicable N/A
Color Space	er (OSS)		T	Total Contract Amount 4,054,018.00		Uncompl 4,054,018	Uncompleted Amount 4,054,018.00
9	Agency/Owner NYC Parks Department				-		Completion Date
L	Contact Person Philip Kunhardt		Telephone No. 347-539-7240	Designer Architect and /or Design Engineer NYC Parks Department	sign Engineer		management of the control of the con
L	Contract No. CNYG-316M	Prime or Sub Prime	Joint Venture (JV)	Joint Venture (JV) Name, if applicable N/A		EII	EIN of JV, if applicable
			H 1	Total Contract Amount 1,125,000.00		Uncompl 1,0	Uncompleted Amount 1,005,093.91
	Agency/Owner NYC Parks Department						Completion Date
L	Contact Person Stephen Lofaro		Telephone No. 718-760-6931	Designer Architect and /or Design Engineer NYC Parks Department	sign Engineer		
L	Contract No. BG-1115M	Prime or Sub Prime	Joint Venture (JV)	Joint Venture (JV) Name, if applicable		E	EIN of JV, if applicable
<u> </u>	a trice day		H &	Total Contract Amount \$2,100,000.00		Uncomple 16,691.25	Uncompleted Amount 16,691.25
∞.	Agency/Owner NYC Parks Department	11		And the second s		L. gr	Completion Date
L	Contact Person Jane Yeh		Telephone No. 718-760-4063	Designer Architect and /or Design Engineer NYC Parks Department	sign Engineer t	The state of the s	
L	Contract No. BG-1015M	Prime or Sub Prime	Joint Venture (JV)	Joint Venture (JV) Name, if applicable		EI	EIN of JV, if applicable
L	See See		H &	Total Contract Amount \$2,150,000.00		Uncompl	Uncompleted Amount
6	Agency/Owner						Completion Date
J	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	sign Engineer		
1	Contract No.	Prime or Sub	Joint Venture (JV)	Joint Venture (JV) Name, if applicable	The state of the s	ED	EIN of JV, if applicable
<u> </u>				Total Contract Amount		Uncomply	Uncompleted Amount



PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER ပ

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
	7	Pase	50 C		
	H.	C A	fached		
j.					
Section 1					
		-			
			¥		The state of the s

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

BID BOOKLET JULY 2016

29



PROJECT REFERENCES - PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

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

	T T	T	1	ĭ	1	T	T	٦
Architect/Engineer Reference & Tel. No. if different from owner	jaml	Same	Sanl	Same				
Owner Reference & Tel. No.	aye DOC	Nyc ODC	My DOC	10th OICE				
Date Scheduled to Start	NA	M/M	N/k	N/R				
Contract Amount (\$000)	13,391,046	899'50b'Z1	zt2/126/18	6,085/1517				
Contract Type	Construction	Construction 12,905,668	Corstnation 91,371,277	\cup				
Project & Location	Hws 2016 R.1 Staten Island, NY	HOS 201622 Staten Island NY	HWS ZONG K.Z. Brooklyn, NY	SANDSHGFZ CARY-WOODE NYE		orang jeu		

BID BOOKLET JULY 2016

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

29



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 state indicating that trades will be subcontracted.	ed):	
I, (fill in name of person signing) hereby affirm that I am authorized by the above proposed contract with the above-named owne made in accordance with Executive Order No.	e-named contractor to certify or or city agency is less than \$	that said contractor's 1,000,000. This affirmation is
Date	Signature	
WILLFUL OR FRAUDULENT FALSIS SUBMITTED HEREWITH MAY RESULT IN THE CITY AND THE BIDDER OR CONTRAC FROM PARTICIPATION IN ANY CITY CONT FURTHER, SUCH FALSIFICATION MAY RESULT IN CE	THE TERMINATION OF AN CTOR AND BAR THE BIDDE TRACT FOR A PERIOD OF	Y CONTRACT BETWEEN R OR CONTRACTOR
CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION	30	BID BOOKLET JULY 2016

Johnson Steiner, Steiner Geranden Johnson Steiner, Steiner Geranden Johnson Steiner, Steiner Geranden

and the first of the second of

	(NO TEXT ON THIS PAGE)
	eriti Apadi eri
	en e
en de la composition della com	
(
and the second s	in and the strong of the control of
	a de la matemior de la valoria de la matemia de la matemia de la matemia de la valoria de la valoria de la val La composição

VENDEX COMPLIANCE

- (A) <u>Vendex Fees:</u> 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) <u>Confirmation of Vendex Compliance</u>: 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.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

	Name of Bidder: Drachett Brothers Landscaping, Mursey & Florest In Bidder's Address: 129 (ouisiana are Broadyn, Ny 11207 Bidder's Telephone Number: (718) 451-1300 Bidder's Fax Number: (718) 649-3565 Date of Bid Opening: March 10th, 2017 PROJECT ID: HUS17CW 1
	x Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete
either S	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 th 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: / VICK / PAGONETTI

31

BID BOOKLET

JULY 2016

通行性的 电流电阻 医牙髓 医髓性病

in the soften of the soft for the part of the matter seather that the first of the first of the soften of the control of the soften of the sof

and the second control of the second cut of applying and

tita katalan di kacamatan di Kabupatèn Kabupatèn

ere ere alla alla in la la tradición de la tra La companya de la tradición de

and the second s

eww.

(i) In the first of a long of the large of the large property of the large of th

is. Standard West in a proof to survive and the

and the state of the second second

.

Certificate of No Change Form



sasvin consult.

POPER CETATE (AT NEW) AND

Please fill in all the fields and DO NOT leave any field blank.

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

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		
·		
Nick Dragonetti 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: Dragonetti Brothers Landscaping, Nursery & Florist		
Vendor's Address: 129 Louisiana Ave. Brooklyn N.Y.11207		
Vendor's EIN or TIN: 11-3204720 Requesting Agency:		
Are you submitting this Certification as a parent? (Please circle one) Yes No		
Signature date on the last full vendor questionnaire signed by the submitting vendor: 1/28/2016		
Signature date on changed submission, if applicable, for the submitting vendor:		

an an seratail see a made in e.



equant for his order to be continued a sufficient reference for the first size of the continued and the continued by

And the content of th at ser in a process de legis caració an la celectración seu dinación a unificient gent el dans ne peque e



Principal QuestionnaireThis section refers to the most recent principal questionnaire submissions.

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1	Nick Dragonetti	01/28/2016	
2	Vito Dragonetti	01/28/2016	
3	Anthony Dragonetti	01/28/2016	
_4			-
5			
6			
С	Check if additional changes were subm	itted and attach a document with	the date of additional submissions
	Certified By: Nick Dragonetti Name (Print) President	d. Please complete this twice	. Copies will not be accepted.
	Title		
	Dragonetti Brothers Landscaping,N	lursery & Florist	
	Name of Submitting Entity	1	**************************************
			6/7/2017
	Signature		Date
ı	Notarized By:		
	John Galante	Nassau	01696143600
	Notary Public	County License Issued	License Number
	Sworn to before me on: Vicinic Date	7A 2017	JOHN GALANTE NOTARY PUBLIC STATE OF NEW YORK 01GA6143600 NASSAU COUNTY

Mayor's Office of Contract Services 253 Broadway, 9th Floor New York, NY 10007 Phone: 212-788-0010 Fax: 212-788-0049

4-10-20_S

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 <u>IRAN DIVESTMENT ACT</u>

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:

[Pleas	e Check One]	and the second of the second o	e e e
BIDDE	R'S CERTIFICATION	ing a second of the second	
	By submission of this bid or propose behalf of any bidder/proposer certific certifies as to its own organization knowledge and belief, that each bid paragraph (b) of subdivision 3 of Second	al, each bidder/proposites, and in the case of under penalty of plder/proposer is not of	ser and each person signing on f a joint bid each party thereto erjury, that to the best of its on the list created pursuant to
	I am unable to certify that my name on the list created pursuant to paragra Finance Law. I have attached a sign certify.	aph (b) of subdivision	3 of Section 165-a of the State
ing the second	na de la composition de la composition Section de la composition della composition d	THE TANK THE SECOND TO SECOND THE	odowej komo je objetaje
		PRINT	ED NAME
	race to the theory of		
	to before me this lay of, 20	TITLE	
Notary	Public		
Dated:			
	CATEBUAYONA		

BIDDER'S CERTIFICATION OF COMPLIANCE WITH <u>IRAN DIVESTMENT ACT</u>

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:

[Pleas	se Check One]
BIDDI	ER'S CERTIFICATION
	By submission of this bid or proposal, each bidder/proposer and each person signing or 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 NICK Dragonetti PRINTED NAME PLESIDENT
	V ALISON BIANCHI

ti kata kang menggalagan di penggalagan di penggalagan di penggalagan di penggalagan di penggalagan di penggal A Dan da kang penggalagan di penggalagan di penggalagan di penggalagan di penggalagan di penggalagan di pengga

ografia de la filipa de esta caraca en la pelacera, en trada esta trada la comercia de la comercia de la comer Pela partir de la comercia en esta en la caración en artir en la california de la comercia de la california de La comercia de la comercia de la comercia de la comercia de la california de la comercia de la california de l

医唇管 电压

Company of the Property of the Control

the limited of the first ware factors of propositions of the place people of the extraordinate of the contract of the contract

n desprée de la montre de le de la leur d'Anna de le de le de la maison production de la les de la leur de La leur d'Anna d'Anna de le de le Anna de la leur d'Anna d'Anna de la leur de la leur de la leur de le le l La leur d'Anna de la leur de le de la le Royal de le le de

ASBORIAN BIANCEE
SPOTIAN PERSONE
ROLLES PER VERSONE
ROLLES PER PARTE
ROLLES PER PARTE
CONSTRUCTOR PART

and the second of the second o

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

ti kitalina Kalendari

THOSER

ji Pojila to Shakari Nasakari Shakari

(NO TEXT ON THIS PAGE)

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

Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

SCONURACIA FUNDING SOURCE	MICONIRACIORS	meet the following conditions:	SUBMISSION REQUIREMENTS
Federal/Federally assisted	Prime and subcontractors	\$10,000 or greater	·
	Prime contractor	\$1,000,000 or greater	Construction Employment Report
City and state funded	Subcontractor	\$750,000 or greater	
	CODECINIACION	Less than \$750,000	Less than \$750,000 Certificate (City/State Only)

Prime Contractor:

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

Subcontractor.

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

Page 1 Revised 8/13

and the second of the control of the The control of the control of

A primaria di la constanti e mangen de destina primari e la constanti di la constanti di la primaria della di la constanti di la

THE PROPERTY OF

and the state of t

To the first content of the engineers of the engineers of the engineers of the engineers of the first of the e The engineers of the engineers

and the second of the second o

erek bildi erak bildik di belikelikelikelik bildi kabada bildi bekara kelik bildi. Bildi bildi bildi di belik Bildi bildi di belik bildi b

tanta de la composição de Composição de la composiç Composição de la composição

- 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 process following:

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

The second process of the second second

the country of the country of the particle of the country of the country of the country of

The complete property of the complete state · Angelegische gerigten der die gereinschafte gewählten dur eine der seinem besche Stellen Stelle

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. Copes 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:

3	1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	conducted?	5. Current status of the disposition
Į	·			Y/N	

A Company of the Comp

and the control of the second of the second

De la serie de la la serie de la companya de la co La companya de la co

and the second of the contract of the second of the second

ng ngapang **sa**ng ang at lawa sa sa kanang panggalah dalah Sajarah sang panggalah dalah dalah

· 爱尔·普勒克·克·蒙特罗· (1997年)。

the control of the property of the control of the c

nerging many the company of the property and the company of the co

en de la companya de la composition de la companya La companya de la companya del companya de la companya del companya de la companya del companya de la companya del companya de la companya del compa

the second of th

The second control of the control of the second second second second second second second second second second

and govern the entry of the ent

ing panggan nganggan panggan na anggan kanggan panggan na anggan na anggan na anggan na anggan na anggan na an Nganggan na anggan n

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:

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

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.

A COMPANY OF THE COMP

i kanalangan pengganggan di sebagai sebah dianggan penggan beranggan beranggan di sebagai sebagai sebagai seba Disebagai sebagai sebag Sebagai sebagai

Egy conseque de la regressión de la comprehensión de la comprehens

. The second second of the second second second of the second second second second second second second second se

· 工作的证明中,在最后需要的特殊基础的,可以是对于100元的基础的。 中国的现在分词

i e está forta a tatálad españas para se repussário e españa de 190 especíticos, especíticos de especíticos de Abbesto 1920 especíticos de españas de tentral especíticos de especíticos de especíticos de especíticos de esp

e enderfære er kallen i er ek i 1. e. er efter er ende sæmte en f. f. e. a. e. gen meg albernædig. Er et en flæme kommune er flæmplige en plet et måne, in det ellagge et melleg en generet om en flæmpe. Er en m Egen et flæme et flet et en melle et en flæmplige en flæmpe et måne en melleg en flæmpe. Er en melleg et en melleg

ing the second s

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

GE	NERAL INFORMATION
1.	Your contractual relationship in this contract is: Prime contractor x Subcontractor
1a.	
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 EnterpriseLocally Based Business EnterpriseEmerging Business EnterpriseEmerging 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 _X
3.	Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No_X
4.	Is this project subject to a project labor agreement? Yes No
5.	Are you a Union contractor? Yes X No If yes, please list which local(s) you affiliated with Local 175
6.	Are you a Veteran owned company? Yes NoX
PAR	TI: CONTRACTOR/SUBCONTRACTOR INFORMATION
7.	11-3204720 nick Ddragnel Horothois. Cor Employer Identification Number or Federal Tax I.D. Email Address
8.	Dragonetti Brothers Landscaping, Nursengel Florist Inc.
9.	129 Louisiana Aue Bracklyn, NY 1/207 Company Address and Zip Code
10.	Nick Dragonusti 418-451-1300 Chief Operating Officer Telephone Number
11.	Some
	Designated Equal Opportunity Compliance Officer Telephone Numbers Opportunity Compliance Officer (If same as Item #10, write "same")
12.	Same_
	Name of Prime Contractor and Contact Person

(if same as Item #8, write "same")

The first strategy of the first and the strategy of the first stra

Name of the last o			•	
·	13.	Number of employees in your company:	57	
	14.	Contract information:		
		(a)(City Agency)	(b)Contract Amount	a na
,	•	(c) HWSI7CWI Procurement Identification Number (PIN)	(d) Contract Registration Number (CT#)	
	,	(e)Projected Commencement Date	(f) Projected Completion Date	
		(g) Description and location of proposed contract		
		Installation of Sidewalks, Ad	acent Cerbs & Redestrian	
		Ramps as necessary in var	iaes locations. Citywide B	mokly
			(Queen
	15.	Has your firm been reviewed by the Division of La and issued a Certificate of Approval? Yes No	oor Services (DLS) within the past 36 months	
A STATE OF THE STA		If yes, attach a copy of certificate.		
	16.	Has DLS within the past month reviewed an Empleand issued a Conditional Certificate of Approval?		
,		If yes, attach a copy of certificate.		
	W	OTE: DLS WILL NOT ISSUE A CONTINUED CERT ITH THIS CONTRACT UNLESS THE REQUIRED C INDITIONAL CERTIFICATES OF APPROVAL HAV	ORRECTIVE ACTIONS IN PRIOR	-
	17.	Has an Employment Report already been submitte Employment Report) for which you have not yet re		
		Yes No If yes,		
		Date submitted:Agency to which submitted:		
		Name of Agency Person:		
		Contract No:		
数数000 8 1 (17) (18)	18.	Has your company in the past 36 months been au Labor, Office of Federal Contract Compliance Pro	lited by the United States Department of	ने हुं देशको जीवाक का कारणा है
		If yes,		
			,	
•	Page 2 Revise	d 8/13		
	FOR O	FFICIAL USE ONLY: File No.	No. 20 and 20 an	

and color of descriptions are the property of the problem of a **Asset 1**2 of the color of the free 152 and the color of the color of a Asset 152 and the color of the color of

and the second of the second o

a see Siera, la ration dans in a francis

ANTO, OLI SICALLI BELT ELBI E IL PER ARPARINI DI SILAMENTA LI LILA ANTANI LI LI SILABBARGERA. METER E PILAMENTE ANTE LIMIANE PARE ELBI ENCERTA EL COLE EN UNICE LA DESENDIA ELEGICA. LORITATI LI LE ELBI ENEL ENTE CARRENTE ANTE ARVANTI LI AL LA PARE EL PARE EL LA TRARES.

and and the second of the s The second of th

The description of the state of the first of the state of the second section of the state of the

	(a) Na	ame and address of OFCCP office.
	(b) W	as a Certificate of Equal Employment Compliance issued within the past 36 months?
ine beari	ing salah dari dari dari dari dari dari dari dari	es, attach a copy of such certificate.
	(c) W	ere any corrective actions required or agreed to? Yes No
		ves, attach a copy of such requirements or agreements.
	(d) We	ere any deficiencies found? Yes No
	lf y	ves, attach a copy of such findings.
19.	is resp	company or its affiliates a member or members of an employers' trade association which onsible for negotiating collective bargaining agreements (CBA) which affect construction ing? Yes No_—
	If yes,	attach a list of such associations and all applicable CBA's.
	1	
PAR	TII: DO	CUMENTS REQUIRED
20.	brochu	following policies or practices, attach the relevant documents (e.g., printed booklets, res, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation practices. See instructions.
	<u>Yes</u> (a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
	yes(b)	Disability, life, other insurance coverage/description
	yes(c)	Employee Policy/Handbook
	<u>no</u> (d)	Personnel Policy/Manual
•	yes (e)	Supervisor's Policy/Manual
	<u>100</u> (f)	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
	<u>у</u> в (д)	Collective bargaining agreement(s).
	<u>ye</u> s(h)	Employment Application(s)
	yes (i)	Employee evaluation policy/form(s).
الرواد ع	<u>46</u> 5()	Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

हार हुए तथा प्रति । यह तथा विकास सम्बद्धा क्षेत्र क्षेत्र स्वता विकास सम्बद्धा है। यह सम्बद्धा विकास स्वता विक सम्बद्धा विकास समिति

	\cdot .	-
21.	To comply with the Immigration Reform and Control Act of 1986 when <u>and of whom</u> does y firm require the completion of an I-9 Form?	our
	(a) Prior to job offer (b) After a conditional job offer (c) After a job offer (d) Within the first three days on the job (e) To some applicants (f) To all applicants (g) To some employees (h) To all employees Yes No K Yes No K	en in
22.	Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible. They are gived in a Locked full Cabinet in our main oppice.	
23.	Does your firm or any of its collective bargaining agreements require job applicants to take medical examination? Yes No	а
	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 X No	
	If yes, list the document(s) and page number(s) where these written policies are located. Poucy can be found in the employee handboot	
25.	Does the company have a current affirmative action plan(s) (AAP) NO Individuals with handicaps NO Other. Please specify	
26.	Does your firm or collective bargaining agreement(s) have an internal grievance procedure v respect to EEO complaints? YesNo_\(\one\bucksquare\)	vith
on and security of	If yes, please attach a copy of this policy.	, ter
	If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.	1.7.7.
		•
Page 4 Revised FOR OF	18/13 FFICIAL USE ONLY: File No.	•

grading the control of the section was been been been been as the section of the section of the section of the A respect to the second se

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 <u>></u>
	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 Model
	If yes, attach a log. See instructions.
29.	Are there any jobs for which there are physical qualifications? Yes No_K
	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,
00.	marital status, sexual orientation, or citizenship qualifications? Yes No X
,	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
•	

SIGNATURE PAGE

	SIGNATURE PAGE	
· · · · · · · · · · · · · · · · · · ·	I, (print name of authorized official signing) Nick Dragon the information submitted herewith is true and complete to the best of submitted with the understanding that compliance with New York City's requirements, as contained in Chapter 56 of the City Charter, Executive amended, and the implementing Rules and Regulations, is a contractual behalf of the company to submit a certified copy of payroll records to the amonthly basis.	my knowledge and belief and s equal employment e Order No. 50 (1980), as al obligation. I also agree on
	Dragonetti Brothers Landscaping, Nu Contractor's Name	rson I florat onc
	Nick Dragonetti	President
•	Name of person who prepared this Employment Report	Title
	Nick Dragonetti	President
	Name of official authorized to sign on behalf of the contractor	Title
	Telephone Number	
		3-10-2017
	Signature of authorized official	Date
-	If contractors are found to be underutilizing minorities and females in a 56 Section 3H, the Division of Labor Services reserves the right to requdate and to implement an employment program.	ny given trade based on Chapter uest the contractor's workforce
	Contractors who fail to comply with the above mentioned requirements noncompliance may be subject to the withholding of final payment.	or are found to be in
	Willful or fraudulent falsifications of any data or information submitted has termination of the contract between the City and the bidder or contracts contracts for a period of up to five years. Further, such falsification may criminal prosecution.	or and in disapproval of future
	To the extent permitted by law and consistent with the proper discharge Charter Chapter 56 of the City Charter and Executive Order No. 50 (19 and Regulations, all information provided by a contractor to DLS shall be	80) and the implementing Rules
	Only original signatures accepted.	
;	Sworn to before me this 10 day of MArch 20 17	
6	Alison Beauch:	3/10/17
1	Authorized Signature	Date ALISON BIANCHI NOTARY PUBLIC-STATE OF NEW YORK
		No. 01816174247 Qualified in Queens County
	Page 6 Revised 8/13	ly Commission Expires September 17, 20_1_(
_	FOR OFFICIAL USE ONLY: File No.	

ana ing kanangan di kasang maning termisi perakan ang malahista na aki militar termisi sa masa na 1998 na ang Kanangan pengangan kanangan pengangan pengangan pengangan pengangan pengangan pengangan pengangan pengangan p Kanangan sa pengangan pengangan pengangan pengangan pengangan pengangan pengangan pengangan pengangan penganga

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

- Do you plan to subcontractor work on this contract? Yes____No____
- If yes, complete the chart below.

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

				•	•	
~~	- 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1		CAM	SBN Eastupice	Windson Sheet	SUBCONTRACTOR'S NAME*
	•		M	A	A	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)
			Excaration	Excaratori	Electrical	WORK TO BE PERFORMED BY SUBCONTRACTOR
			LATOM	labor	Shetner	TRADE PROJECTED FOR USE BY SUBCONTRACTOR
	210	and the second section is	100,000-	89,000 -	\$14,000_	PROJECTED DOLLAR VALUE OF SUBCONTRACT

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

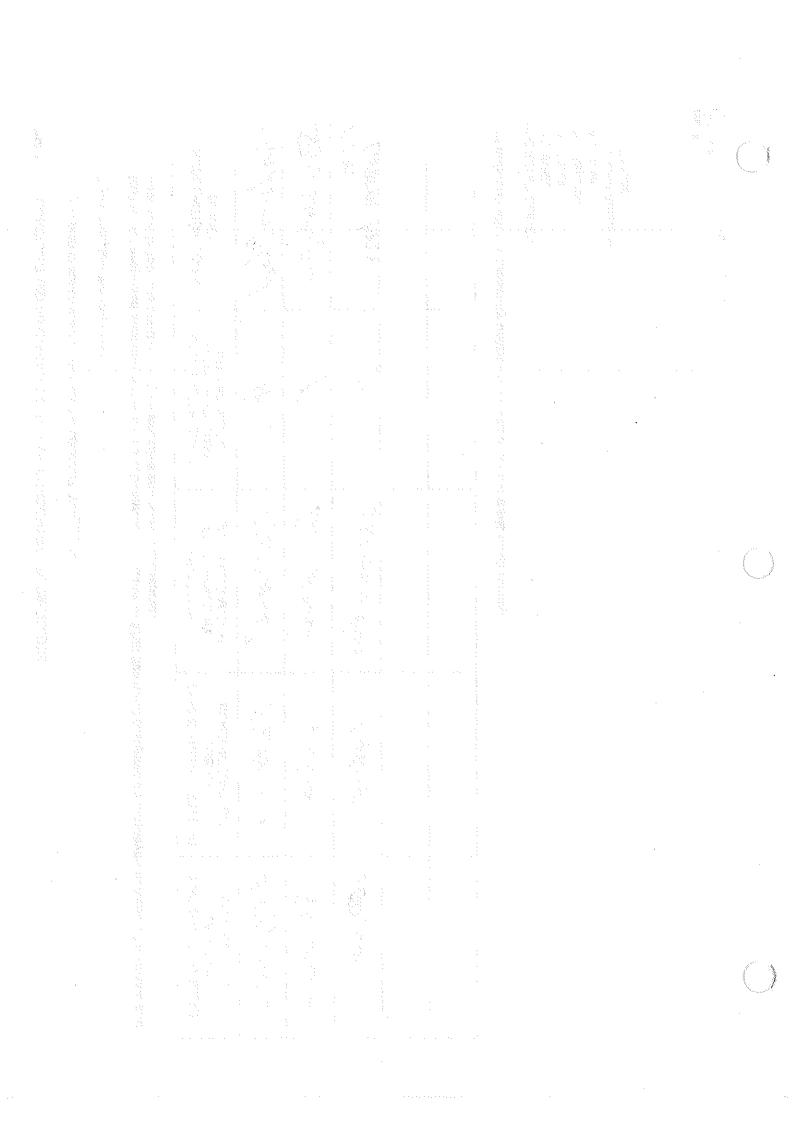
	•	٦,
	`	,
	_	
	•	_
•	_	-
		,
	_	-
	177	-
	ш	ı
	-	-
•	_	u.
	-	¥
	•	n
	·	•
		_
		L
•	=	Ļ
	-	-
	- 1	
		•
	-	
	•	3
	•	,
	_	`
	L	,
	_	2
	г	7
	•	•
	~	-
	11	ш
		ח
		u
	_	7

W: White B: Black H: Hispanic A: Asian

N: Native American F: Female

Page 8 Revised 8/13

FOR OFFICIAL USE ONLY: File No.



	U
ר ר	7
9	?
7	2
Š	'n
č	<u>''</u>
-	<u> </u>
Š	3
ç	2
Ç	ב
C	U U

(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.

	1 01	(Col. #6 – 10): TRN	- 'α' ' α'	e & Female	Total (Col. #1-10):	Union Affiliation, if applicable	Trade: / Cubor
6			<i>></i>	=		(1) White Non Hisp.	
						(2) Black Non Hisp.	
	7				7	Hisp.	MAL
		· - ·				(4) Asian	
					***************************************	(5) Native Amer.	
	-					J	
-	,					(6) White Non Hisp.	·
,						(6) (7) White Black Non Non Hisp Hisp.	n
						Hisp. (8)	FEMALES
	.					(9) Asian	
					**************************************	(10) Native Amer.	· · · .

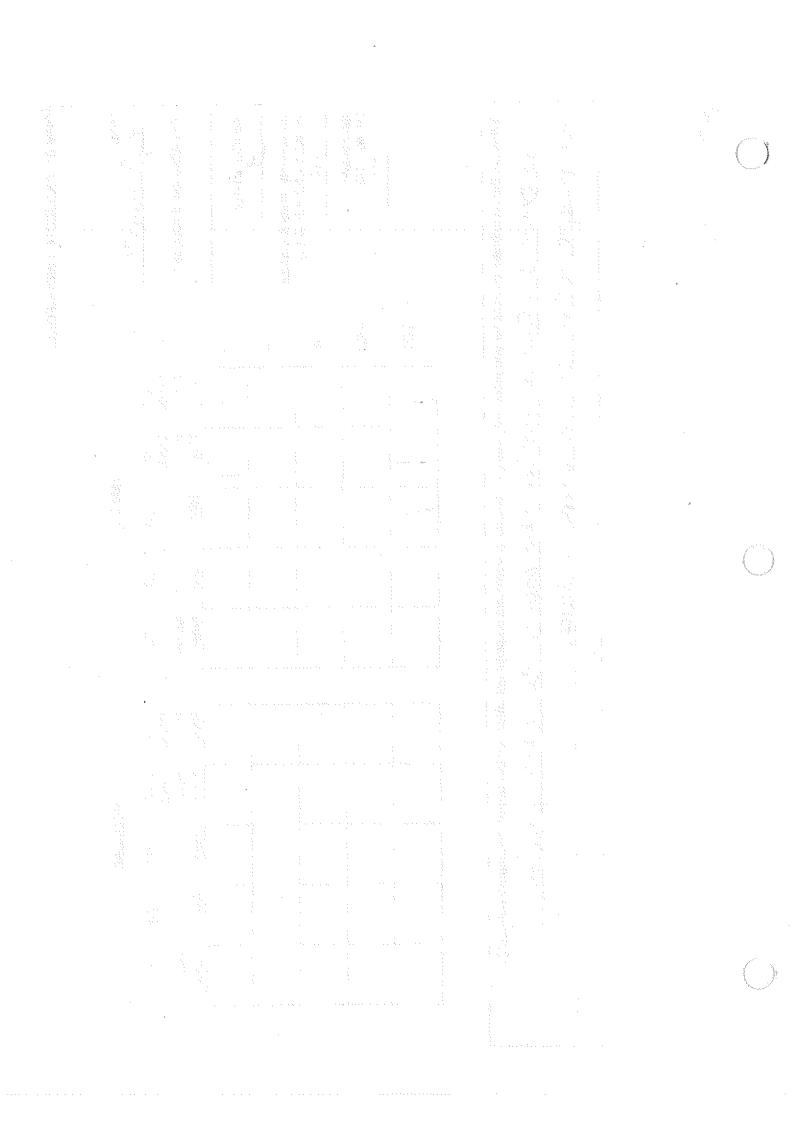
What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)? orsite Job fair Adjustising a Previous employees. Newspapers Community

Page 9 Revised 8/13

FOR OFFICIAL USE ONLY: File No.

			WALES	}	ì		·	EMALES	٠	
	(1) White Hisp	(2) Black Non Hisp.	Hisp. (3)	(4) Asian	(5) Native Amer	(6) Whit Non Hisp		(8) Hisp.	(9) Asian	(10) Native Amer.
_				·			· · · · · · · · · · · · · · · · · · ·			, -
I										-
>		1				····				
		:						• .		
TRN										
TOT										
TRN TOT										
	I -	······	(1) (2) White Black Non Non Hisp. Hisp.	(1) (2) White Black Non Non Hisp. Hisp. Hisp.	(1) (2) (3) White Black Non Non Hisp. Hisp. Hisp.	(1) (2) (3) (4) White Black Non Non Hisp. Hisp. Asian	WALES (1) (2) (3) (4) (5) White Black Non Non Non Hisp. Hisp. Asian Amer.	(1) (2) (3) (4) (5) (6) (7) White Black Non Non Non Hisp. Hisp. Asian Amer. Hisp. Hisp. Hisp. Hisp. Hisp.	(1) (2) (3) (4) (5) (6) (7) White Black Non Non Non Non Non Non Non Hisp. Hisp	(1) (2) (3) (4) (5) (6) (7) (8) White Black Non Non Non Non Non Non Hisp. Hisp. Asian Amer. Hisp. Hisp. Asian Amer. Hisp. Hisp. Asian Amer.

Page 10
Revised 8/13
FOR OFFICIAL USE ONLY: File No.



FORM C: CURRENT WORKFORCE

			_	_	
			ì	Ľ	i
			į	١	
			J	ľ	
		Ì	r	•	
		İ	Ì	Ï	
		•			
		ļ	,		,
		1	Č	1	1
		į		f	١
			-	,	۱
		1		`	١
		۰	i	٠	,
					ł
		2	;		
٠		١			ļ
		4	ċ		
		,	-	•	
	i	ì	١		١
		ì			į
		١			,
	ļ	ļ			l
	1		,		,

(J) Journeylevel Workers (A)
(H) Helper (TF)
(TOT) Total by Column

(A) Apprentice (TRN) Trainee

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

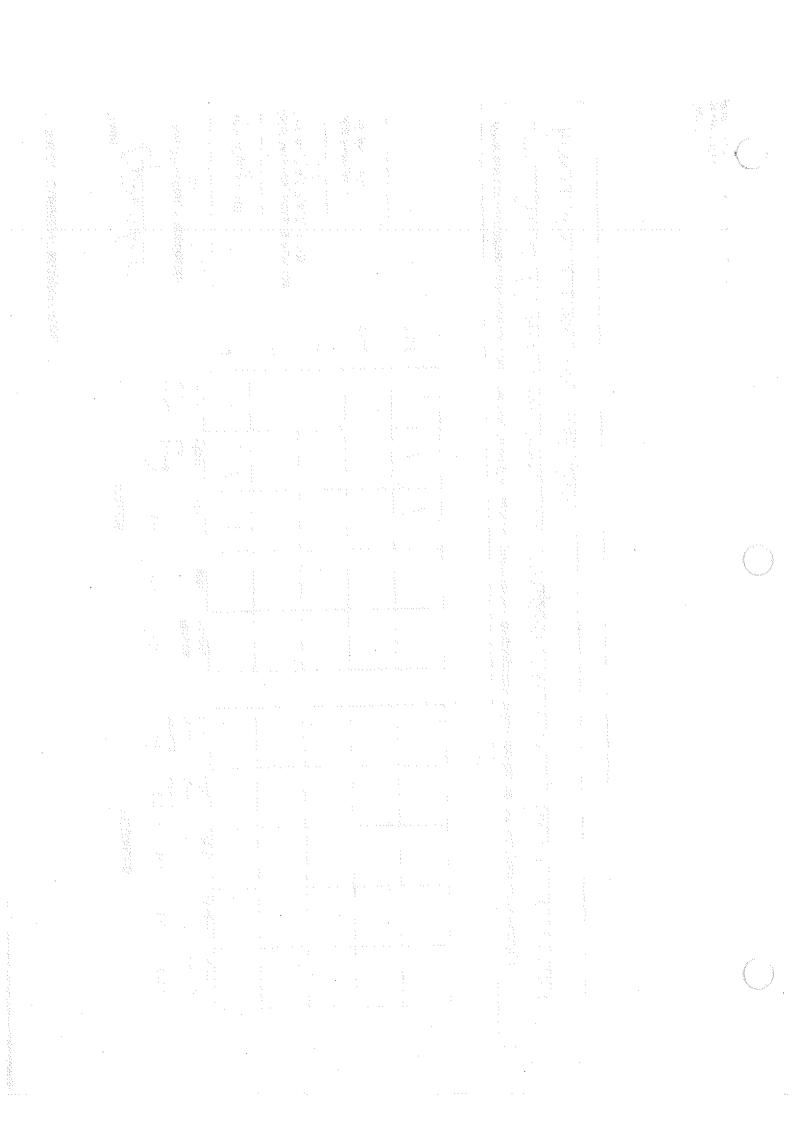
Trade:				MALES					71	FEMALES			
		White	Black	(3)	· (4)	(5)		White	B (7)	(8)	(9)	(10)	
Union Affiliation, if applicable 175		Non Hisp.	Non Hisp.	Hisp.	Asian	Native Amer.		Non Hisp.	Non Hisp.	Hisp.	Asian	Native Amer.	ľ
Total (Col. #1-10):	د	0/		4					•	-			
Total Minority, Male & Female	I		-			······································		•	· .				· ·
(Col. #2,3,4,3,1,0,8, & 10):	>			·						· · ·			
(©ol. #6 – 10):	TRN			·									
e trus see, s	TOT	6		4									
ger Miller				 			•	-	~.	-			· L

rinar are the recomment sources for you projected nires (i.e., unions, government employment office, job tap co	ent office, job tap center, community outreach)?	.·.
 NIS Onsite cloo fair Active Asiry, Nowspapers, Community boards	boards Employee	0
 referrals and Previous employees.		ľ
 Revised 8/13		
 FOR OFFICIAL USE ONLY: File No.		

Trade:			=	MALES					71	FEMALES		
Union Affiliation, if applicable		White	Black	(3)	4	(5)	,	(6) White	(7) Black	(8)	(9)	(10)
A applicable		Hisp.	Hisp	Hisp.	Asian	Native Amer.		Non Hisp	Non Hisp.	Hisp.	Asian	Native Amer.
otal (Col. #1-10):	_		/			4						
Total Minority, Male & Female	I								·			
Coi. #2,3,4,5,7,8,9, & 10):	>											-
Total Female												-
(Col. #6 – 10):	TRN				,							
The state of the s	TOT	^										
-		-										

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

age 12
sevised 8/13
FOR OFFICIAL USE ONLY: File No.____





careers businesses neighborhoods

regg Bishop Commissioner

217CY134

April 5, 2017

Mr. Nick Dragonetti President Dragonetti Brothers Landscaping & Nursery Inc. 129 Louisiana Avenue Brooklyn, NY 11207

RE: Department of Design & Construction (DDC) Contract; No. HWS17CW1;
Pin No. 8502017HW0037C; Installation of Sidewalks, Adjacent Curbs &
Pedestrians Ramps as Necessary in Various locations – Citywide
(Brooklyn & Queens); Contract Value: \$3,380,944.40; Continued Certificate of Approval.

Dear Mr. Dragonetti:

Please be advised that **Dragonetti Brothers Landscaping & Nursery Inc.** has already received notice of its approval status for the three (3) year period indicated in the Department of Business Services/Division of Labor Services' (DLS') Certificate of Approval dated **August 11, 21016.**

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above-referenced contract. This approval does not extend the initial 3 year approval to (August 11, 2016 – August 10, 2019) referred to above.

If you have any questions, please contact Ms. Donna Thompson at (212) 618–8959 or email at dthompson@sbs.nyc.gov.

very truly yours,

Helen Wilson

Assistant Commissioner Division of Labor Services

dt

CC:

Lorraine Holley Donna Thompson

File



HEN WEEK

and the Breeger was

el marine de Sagoria de ser de la como se discolar de la como de l

a see Alemana ale Mil

BURGO PRO ESPECIES

Carrest Carrest (1994) (1994) (1994) A Carrest Carrest Carrest (1994) (1994) (1994) (1994) (1994) (1994) (1994) From the first of the carrest Carrest Carrest (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) From the carrest Carrest Carrest (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994) (1994)

a a dagte e kkelega is ekitora kelega di kelega iliki tekelega da di di di dikebesa di kelega iliki selega sok Kepesovek

garka ngkafilisis

e karantari da karanga karang Karanga karang Karanga
. Para de la companya de la company La companya de la comp

المائهن أشمامهم

sustan saukar -Histop<mark>aro F. Sa</mark>pus.

ing pantan diaka keringgan K<mark>abupatèn</mark> Manjan dari Habapatèn diaka Habipatèn Manjan dari Habapatèn diaka Habipatèn



Gregg Bishop Commissioner

216CY505

December 20, 2016

Mr. Nick Dragonetti Dragonetti Brothers Landscaping, Nursery and Florist, Inc. 129 Louisiana Avenuee Brooklyn, NY 11207

Re: NYC Department of Parks & Recreation Contract (DOPR); Contract Number: MG-416M; Planting of new and replacement trees in Community Boards 1-12; Borough of Manhattan; Contract Value: \$1,900,000.00; Continued Certificate of Approval.

Dear Mr. Dragonetti:

Please be advised that Dragonetti Brothers Landscaping, Nursery and Florist, Inc. has already received notice of its approval for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services (DLS) Certificate of Compliance dated August 11, 2016.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above referenced contract. This approval does not extend the initial three (3) year approval (August 11, 2016 – August 10, 2019) referred to above.

If you have any questions, please call Ms. Rosalyn Dawson at (212) 618-8843 or e-mail her at: rdawson@sbs.nyc.gov.

Very truly yours,

Helen Wilson Assistant Commissioner Division of Labor Services

cc: Coralia Gonzalez (DOPR) Rosalyn Dawson File

Star - St

e definition de la

Charles of Automobile

and programmed the purpose of the control of the co

(x,y,y,z) = (x,y,z) + (x,z) +

pasa ali di dida.

ander programment i de la compressión La compressión de la La compressión de la La compressión de la

AND THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PART

in the property of the company of the constitution of the property of the constitution
人名奥伊尔 名字

anderskip Amerikanskip Sentralis anderskip

機能 (All and All and

Figure 3 (1) And Annual Control of the
The second second

Handling Employee Harassment Claims

Supervisor Guide

What you do as a manager if an employee comes forward with a harassment complaint is very important. Making time to talk to the employee immediately, explaining the company's harassment policy, taking thorough notes of what the employee says, and getting the complaint to the President for an investigation are just some of the things that managers need to do. But just as important are some of things that managers should <u>not</u> do when an employee comes forward.

Here are some tips on what to avoid during and after an initial conversation with an employee who is raising a harassment complaint:

- Don't wait to have the conversation -- make the time immediately. The employee may not come back later if you put it off.
- Don't promise the employee that the complaint will be kept confidential. That's not possible because an investigation will have to be conducted. You can explain that the information will be shared only on a "need to know" basis but you can't promise absolute confidentiality.
- Don't interrupt the employee while he or she is speaking. Let them engage in a narrative so that you are learning the information from the employee's perspective.
- Don't wait to write down what the employee says. It is ideal to write it down while the employee is speaking but if that's not possible, don't wait longer than one or two hours to commit the conversation to writing.
- Don't editorialize or characterize what the employee said. Write down the words the employee used and the words that you used.
 - Don't ask questions that imply you are judging the employee.
- Don't try to offer explanations for the conduct the employee is complaining about. It may feel natural to do that, particularly if the employee is upset and you are trying to calm him or her down, or if you know the person the employee is complaining about and think that the employee simply misunderstood the conduct. If you try to explain the conduct or defend the alleged wrongdoer, even in a logical way, you can be perceived as being dismissive of the complaint or worse, you could be accused of calling the employee a liar. Your explanations could be characterized as minimizing the seriousness of the complaint, and that could impact the employee's willingness to cooperate in an investigation or, if litigation is filed later, the jury may think that your explanations show that you and the company did not care.
- Don't forget to give the employee a copy of the company's harassment policy and explain how the complaint process works.
- Don't forget to invite the employee to contact you or the President directly if he or she thinks they are being subjected to retaliation during or after the investigation.
- Don't promise the employee a particular result. Let the employee know that the company needs to investigate and until it is finished, it's not possible to know what will happen.

The second of th

agaige and grain and are a subject to the contract of the cont

and the second property of the second propert

an and property of the complete was appeared by the property of the confidence of the complete
garangan di menganggangganggan penganggan di dalah di dalah sebesah Mendalah Sebesah Sebesah di dalah sebesah Sebesah di dalah sebesah sebesah di dalah sebesah sebesa

Service of the servic

and the first term of the first
to the world of the plant process of the second of the world of the company of th

Supplied the second of the seco

- If the employee asks for or demands a transfer while the investigation is pending, don't promise to transfer him or her. It may or may not be necessary. Also, it may or may not be perceived as retaliation. Talk to the President before taking any step like that.
 - Don't give advice to the employee.
- Other than the President, do not talk to anyone else about the allegations. And definitely do not tell the person who is being accused. If you do, you could undermine an effective investigation, and doing so will be used against you if litigation is filed later.
- Don't ignore others' conduct in the workplace during or after the investigation -- if they are treating the employee differently, either with regard to his or her work or on a personal level, your failure to address the conduct could be viewed as retaliation by the company. Check with the President before taking action but don't ignore it

When an employee with harassment allegations approaches you; your actions are critical to maintaining your credibility and that of the company. If something inappropriate is going on, the company has an interest in stopping the behavior in its tracks. That will benefit the employee, you, and the rest of the workforce. Work with the President to understand the harassment policy and what the company expects of you. And make sure that your employees understand the policy too.

Be a model of professional behavior in the workplace so that if others are engaging in inappropriate behavior, you are perceived as someone who can be approached for help. It may not be comfortable for you to have a conversation with an employee about possible harassment, but it's imperative that you know how to react.

Dragonetti Brothers is a HARASSMENT FREE WORKPLACE

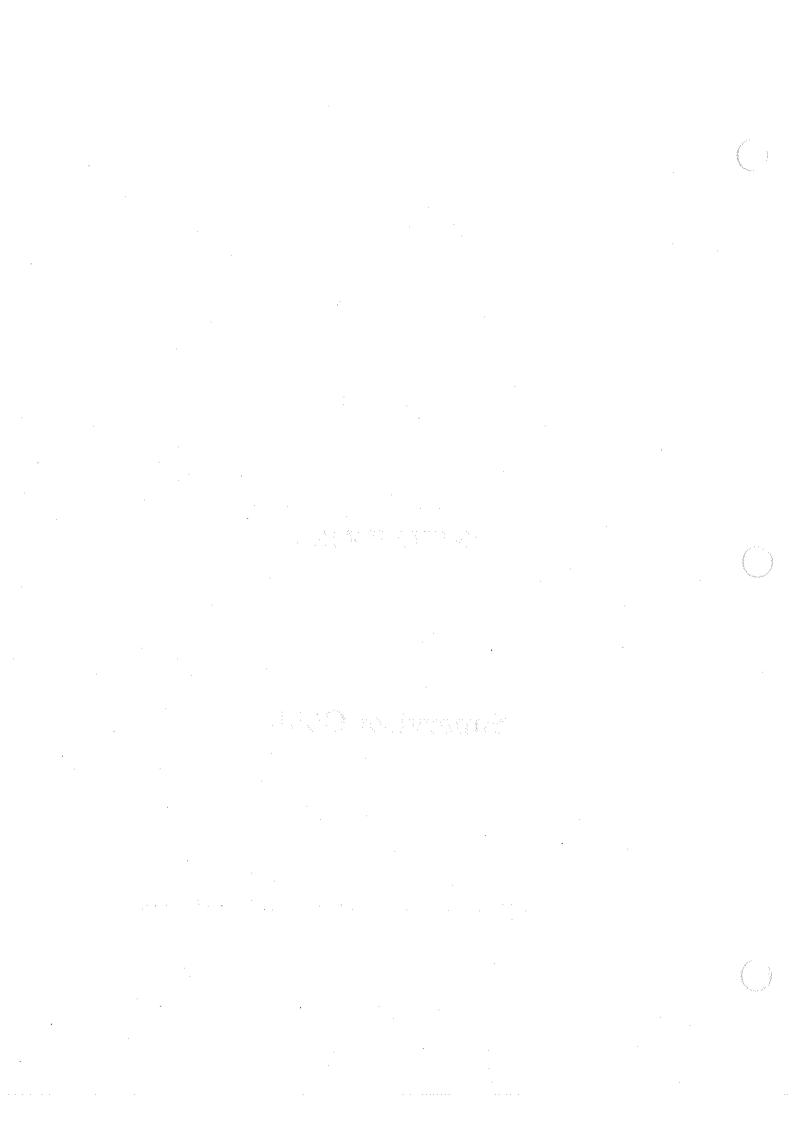
A supplication of the control of

- TANK THE STREET WAS DAME ON THE
- The figure of the second of the property of the second of
- The first of the second of the
- and design of the problem of the design of the design of the design of the second of t
- The control of the

n sa e saña na libertidad. Nesela a en la seguidad de seguida en el

INTERVIEWING

Supervisor Guide



Interview Do's and Don'ts

- Once the list of job-related interview questions is created, use it consistently for all applicants for the same position.
- Try to first put the applicant at ease with introductory and welcoming remarks.
- Ask open-ended questions which focus on behavioral descriptions rather than simply "yes or no" questions (i.e. have them describe a work situation in which they handled stress well rather than just asking if they can "handle stress well").
- Listen; don't do all the talking.
- Stay away from questions that have more to do with personal lifestyles than job experience phrase the question so that the answer will describe on-the-job qualities instead of personal qualities if the question is not related to performance on the job, it should not be asked.

In almost all instances, the following topics should be avoided in an interview:

- Age is irrelevant unless you are concerned about child labor violations under the Fair Labor Standards Act, in which case you can ask for proof that he/she is old enough to work.
- Arrest record do not ask at all you may ask about convictions, but even then it would have to be relevant to the position in order to lead to immediate rejection.
- Bankruptcy and credit affairs never ask about bankruptcy since it is illegal to discriminate on this basis under the Federal Bankruptcy Law - all credit inquiries must comply with the Fair Credit Reporting Act.
- Citizenship unless required by law or regulation, you may not ask applicants if they are U.S. citizens since it is considered discriminatory under the Immigration Reform and Control Act. You may ask if candidates are authorized to work in the United States.
- Disability the Americans with Disabilities Act makes it illegal to ask questions about an applicant's disability or perceived disability—it is crucial to focus on the job, not on the disability.

and the second of the second second

त्रकार प्रतिकृतिक स्वराजनिक स्वर्ता के अन्यक्षित स्वराजनिक स्वराजनिक स्वराजनिक स्वराजनिक स्वराजनिक स्वरंतिक स् स्वराजनिक

e e pa ele relladad del parado dos edentos de pero por las las la del para de para en diagra espedante de la d Gelegio de la Color de la caración de la color de la caración de la caración de la calenda en espesa de la car Color de la caración Color de la caración de la calenda (la caración de la caración de la caración de la caración de la caración de

a Place to the soleton and the terms of

ेर अधिकार प्रशासनी के लिखाँ का इसका कि में किल्लों इस्तु कि में के लिखाँ रहे महिल्ला के किला में के किला उसका है जिल्ला कि उसके बेटोट में में स्थान

e de de la desemble de la contrata de la decemble de la contrata de la completa del contrata de la contrata de La decemble de la desemble de la decembra de la desemble de la desemble de la completa de la decembra de la de Contrata de la decembra de la decembra de la decembra de la desemble de la decembra de la decembra de la desemb

The state of the second of the second of the second of the state of the second of the

en er en frage frage for i frage fra frage en en en en en en frage frage frage frage frage frage frage frage f De frage De frage
A september of the second of the second of the second of the property of the second of

de destablica e Partir de cesarán como endo esta específica de capable e de programa de principal. Por esta de cesarán de sea programa de cesarán dos como específica de central establica de como entre establic Partir de como establica de como establica de cesarán de como entre entre entre entre entre entre entre entre

- **Driver's license** avoid asking about it unless the job requires one since it could statistically screen out minorities and/or individuals with disabilities.
- Educational attainment relevant if it is directly related to successful job performance if not, avoid it because it could potentially screen out minorities.
- Emergency contact information unnecessary at the application stage and it can be discriminatory if it reveals information about the applicant's membership in a protected class.
- English language skills only ask if it is a requirement of the job (i.e. an English teacher) - otherwise it could be construed as national origin discrimination.
- **Height and weight** can be discriminatory against females, Hispanics, and/or Asians it is important to focus on what the job requires, not the person's physical characteristics.
- Marital status/name changes/spouse/children any questions relating to these issues may be construed as discriminatory, especially against women - none are job-related.
- Organization or club membership this might reveal protected class information and it is irrelevant (i.e. Knights of Columbus, Diabetes Association, etc.)
- Race, color, religion, sex, or national origin EEOC guidelines prohibit asking questions that may reveal this information; rejected applicants could have grounds for a discrimination suit if any of these questions were part of the application process.
- Union affiliation could be considered an unfair labor practice under the National Labor Relations Act if the applicant claims he or she was not hired because of the union affiliation.
- Veteran status/military records general questions about a person's background in the military should only be asked if based on business necessity or job-related reasons. If requested, such information should include a statement that general or dishonorable discharge will not be an absolute bar to employment but that other factors will be taken into consideration.
- Weekend work/shift changes unless required for the job, the applicant should not have to state whether or not they can work on the weekends this could screen out applicants who cannot work on some weekend days because of their religious beliefs.

น้องหลังได้ เราเรียกสามารถให้เป็นผู้เล่าสมาชาว เป็นสามารถและ เล่าสมาชาว เล่าสมาชาว เล่าสมาชาว เล่าสุดเล่า เล่

a de estador de estador de estador de entra del Estador de entra entra entra de entra Estador de entra entra de entra d

e de managamente, logarenda e definerente en el sur el dura de dura per la propertió de la propertió de la prop El demarko de el final de deserva de final de la departión de la definita de la deserva de la perguiar de la d El demarko de final de la localidad de la companya de la definitación de la definitación de la companya de la d

त्र कार्यकृष्णि आर्थित व्यवस्थात्त्र । एका त्राकृष्णितः चत्राचार्यः । त्राकृष्णितः त्राकृष्णात् । यास्यपृत्त भप्रत स्वत्यात्र तर्वे स्वत्यात्र त्रात्रः स्वयक्षण्ये स्वतः विवासक्षण्यात्र । त्राकृष्णितः त्राकृष्णात्र त्राकृष्ण सन्द्रसार्वाक स्वरूपितसम् । एका सरक्षणात्र स्वतः

e sekse end schade den sekse die Beggscheinense ing et ensste enderge er en terminangsbeg. 12 et sekse en tere en se en sekse en sekse en en dan die en tras en sette seksen en gyglinge. 12 en en en en en en en terminalen.

. As a construction of the confidence of the con

Objective of Paragraphs and the Commence of the C

(a) The second of the secon

Interview Questions: UNACCEPTABLE vs ACCEPTABLE

TOPIC	UNACCEPTABLE	ACCEPTABLE
Reliability	-Number of children?	-What hours and days can you work?
Attendance	-Who is going to baby-sit?	-Are there specific times that you cannot work?
	-What religion are you?	
	-Do you have pre-school age children at home?	-Dö you have responsibilities other than work that will interfere with specific job requirements such as traveling?
	-Do you have a car?	
Citizenship/ National Origin	-What is your national origin? -Where are your parents from? -What is your maiden name?	-Are you legally eligible for Employment in the United States? - Same as above -Have you ever worked under a different name?
For Reference Checking	-What is your father's surname? -What are the names of your relatives?	-None -None
Arrest and Conviction	-Have you ever been arrested?	-Have you ever been convicted of a crime? If so, when, where and what was the disposition of the case?
Disabilities	-Do you have any job disabilities?	-Can you perform the duties of the job you are applying for?
Emergency	-What is the name and address of the relative to be notified in case of an emergency?	-What is the name and address of the person to be notified in case of an emergency? (Request only after the Individual has been employed.)
Credit Record	-Do you own your own home? -Have your wages ever been garnished? -Have you ever declared bankruptcy?	-None -Credit references may be used if in compliance with the Fair Credit Reporting Act of 1970 and the Consumer Credit Reporting Reform Act Of 1996None
Military Record	-What type of discharge did you receive?	-What type of education, training, and Work experience did you receive while in the military?
	-What is your native language? Inquiry into use of how applicant acquired ability to read, write or speak a foreign language.	-Inquiry into languages applicant speaks and writes fluently (If the job requires additional languages)

del Monte de la	DE ALBNIGHTS FERSHELM OF NAME	SEE ESTATE DE L'ARTE DE L'
i sa		
Marie Lead	The state of the WW	with the first section of the spectrum of the section of the secti
	State of why may 15	en er en en differense handet som et ette differen. En en en en differense handet som et ette differen ette differen.
	and the state of the second section of the sectio	en de la companya de La companya de la companya del companya de la companya de la companya del companya de la companya del la companya del la companya de la
	was a character of a character	
er Abrille er i Selvin Maria er i Selvin Selvin er i Selvin er i S		ALE ANTES ANTES ANTES ASSESSED ANTES ANTES ANTES ANTES ANTES ANTES ANTES ANTES ANTES ANTES
erterretus est un se gêt te esec	A menning of a fighter of a method of the control o	es volume High to
The Control		 All the second of /li>
y mainh y may	a in linear na hair na 1940. Tanggarang Pal	The state of the second state of the second
HIMB _{MAN} III I		A first of a great section of the
te Aur ^e n ik Mag		
Particular of the second	tang diggerang non-byde ta tang dig	in the state of the state of the second state
	The program will move to a liver to a control of the control of th	er en en groupe en gebeugere de beroeg forder en de groupe de la groupe de la desprée de la constant de la groupe de la constant de la constant de la constant de

ADA JOB INTERVIEW CHECKLIST FOR SUPERVISORS

Please Do...

- Ask if the person fully understands the job. Describe the job site (location, physical surrounding, etc.). Stick to the facts.
- Ask if the person can perform all job functions. If not, is the person unable
 to do an "essential function" or a nonessential one? If the person believes
 there may be problems related to a disability, rely on his/her personal
 experience and ask if there is another way to accomplish the function or
 the job. Would special equipment help?
- Cover the things you want done on the job. Focus on the end product, not simply the way it is done now or has been done in the past. Discuss the quality, quantity and timeliness of work that you will expect.
- Suggest a tour of the work site if that would be helpful. Be aware of common areas that the person may be interested in but may feel awkward asking about, such as the bathroom locations, etc.
- State clearly your requirements for regular and reliable attendance.
- Document the interview with enough details to be able to explain what happened and who said what to whom and then call the company President for advice and assistance.

and the second of the comment of the control of the

tika di Dargar dan dingganasaran kanangan kanan dina gara langgan dina kanan kanan kanan janggan Jawasa ara kanan kanan kanga dan Dadi ang Malikata da ka

(Case) In the proof of the proof of the property of the proof of th

April appropriate the second of the control of the control of the second of the second of the second of the control of the second of the secon

ing section of the first secti

er begregeren en kantal beste besker bereit Barrier bestekingen i eine en franke i er eine er er

ADA JOB INTERVIEW CHECKLIST FOR SUPERVISORS

Please Do Not...

- Ask the person if he/she has a disability that will prevent him/her from performing the job.
- Discuss the existence, nature or severity of a person's physical or mental impairment even when characteristics such as missing limbs are apparent.
- Ask about a person's health (mental or physical) or that of a family member, or if he/she will need to take leave for personal treatment or the health care of someone in the family.
- Discuss the progress of an illness even if the person volunteers information about a medical condition, its remission or treatment.
- Ask if a person has had a drug or alcohol problem.
- Ask about a person's workers' compensation history.
- Commit to a reasonable accommodation on the spot. (First, it must be discussed with the President)
- Discuss irrelevant things, e.g., the person's age, dependents and other personal matters. Instead, talk about the job only and the person's qualifications for that specific job.

KANDA KANDA KANDA LA LABADA KANDA

े निर्माण है। इस राजार के स्थान क्रिकेट प्राथम के रहिता है जा कुलियक करते हैं। इस प्रकृतिक है कि हुन है। जाना केवल साम के साम के लिए

ong Augli, kanangan sa mangan sa kanang katawa Bujasalip manganan bahasa na mangan bahasa sa sa katawa sa kata Mangang menanggi mengganan mangan sa mangan Bahasa menanggi menggan menggan sa menggan sa menggan menggan meng

- And the second of the second o
 - and the second s

1967年中央大学、大学教育、古代、大学、大学、大学、

- e de de la la completa de la comple La completa de la comp

Performance Evaluation

Name:	Evaluation Date:	Date of Hire:
Supervisor:		and the same of th

To be completed by immediate supervisor. Copies will be retained by the employee being reviewed and his/her supervisor. Original is returned to Brooklyn Office.

SECTION 1 - PERFORMANCE REVIEW

Employees are evaluated on each of the factors listed below.

Please use space on back for comments if the rating circled is D or U and specify which factor you are commenting on.

		CIRCLE ONE
Client Service	The extent to which the employee provides prompt, high-quality service to clients.	OPCDU
Communication	Creates effective working relationships by maintaining strong communications with supervisors and co-workers.	ÓPCDU
Teamwork	Works with co-workers to ensure that work is completed on-time, meeting quality standards and client expectations.	OPCDU
Achievement	Ability and willingness to achieve company and individual goals by exhibiting a commitment to exceptional service and learning from experience,	OPCDU
Flexibility/Innovation	Adapts well to changing work demands, exhibits creative thinking, grasps new procedures and responsibilities.	OPCDU
Technical Excellence	Apply and develop landscaping and role specific skills.	OPCDU

SECTION 2 - OVERALL PERFORMANCE RATING

Varying degrees of importance should be placed on those factors measuring performance in a given job. The overall performance rating represents a composite of your opinion, judgement and impressions of this person's performance.

Circle the Bolded word below that best describes the employee

Outstanding	Results significantly surpass expectations. Superior contribution to the success of the company and client satisfaction.
Proficient	Results are very good. Significant contribution to the success of the company and client satisfaction.
Competent	Results are good. Performance is consistent with expectations. No important areas of failure or lack of accomplishment

en a la companya da c

.

andra de la composição de Composição de la composiç

And the second of the second o

Performance of the contract of the second of the contract of the contract of the second of the second of the contract of the c

表示的是不是在1860年代的基础。1970年的1970年代

医二甲酚 医乳腺性脓肿性皮肤炎 医囊髓 化二甲二甲二甲甲基

ingger and english for the stopping of the first open programmer and the stopping of the first of the first of the stopping of

en de la lación de la companya de l La companya de la co

and the second of the second o

and the second of the second o

and the second of the constitution of the second of the

Control of the Contro

"读出来是'我生,有来事物的,实现的是'文字'等的程。

and the control of t The control of
The second of th

and a great of the control of the state of t

and the second of the production of the production of the second of the

Developing

Results do not consistently meet expectations. May lack experience but has the capacity to improve the overall level of performance within a reasonable period of time.

Unacceptable Performance does not meet expectations.

SECTION 3 - KEY DEVELOPMENT	TAREAS
Identify 2 - 3 key developmental areas the employee should focus of provide formal or informal training in these areas.	n over the next year. Develop a plan to
Employee's Comments:	
	A LE THE STREET HE STREET
,	
SECTION 4 - APPROVALS/CONCU	RRENCES
This report has been discussed with me. I understand that my indicate agreement; I can make my disagreement, if any, know immediate supervisor.	signature does not necessarily n by a written communication to my
Employee Signature:	Date:
Reviewer Signature:	Date: www

of the control of the control of the second property of the control of the contro



Employee Handbook





Welcome to the Dragonetti Landscapers Team!

As a new employee; we would like to tell you a little about the company. Dragonetti Landscaping is actively engaged in interior and exterior landscaping, restoration-alteration and modernization work. Our work encompasses a wide range of activity, from minor to major landscape renovation and restoration.

As a full service company; we also offer such services as: complete lawn and garden maintenance, sod, trees, shrubs, sidewalk trees, exotic rock gardens, tree removal & care, pruning, spraying, lawn irrigation systems, repairs and installation and commercial snow removal.

Our exceptional team of hard working employees has enabled us to earn a strong reputation as a quality landscape contractor that is committed to satisfying clients thoroughly. To maintain that reputation moving forward, every employee must place an emphasis on quality workmanship and stay committed to exceeding the expectations of our clients.

This handbook will acquaint you with many of the policies, practices and benefits which are in place at Dragonetti Landscapers. It will be a handy reference in answering various questions you may have, so please take the time to read it.

On a day to day basis, your supervisor is an important resource when you have a question or a concern and he or she will be glad to talk to you and will work to make you feel like part of the team.

Sincerely,

Nick Dragonetti President



outing the complete the test of the purely wight in the contraction

A distribution of the property of the control of the control of the property of the property of the control of th

gregorianistics of the program is a subsequence of the composition of the term Michigan Composition of the c

engalant nga mangang ang kanang ngang mangan tang ting panggan ang pang biling biling katiling ting ngapan ngang panggang ngapang mangan panggan nganggan ngapan ngapan ngapan ngapan ngapan ngapang ngapan ngapan ngapan ngapanggan ngapanggan ngapan ngapan ngapan ngapan ngapan ngapanggan ngapan ngapang ngapan ngapan ngapan

15 6115

TABLE OF CONTENTS

Commitment to Client Satisfaction
Employee Relations Commitment
Supervisor / Manager1
Talk to Your Supervisor
Attitude1
EMPLOYMENT POLICIES and PROCEDURES
Equal Employment Opportunity2
Employment at Will2
Introductory Period2
Americans With Disabilities Act Policy Statement2
Immigration and Employment Eligibility3
Drug and Alcohol Rules3
Smoking Policy
Code of Conduct4
Anti-Harassment Policy5-6
Employee Grievance Procedure6
Open Door Policy7
Attendance and Punctuality7
Leaving Early7
Personal Property7
Counseling and Discipline8
COMPENSATION
Employee Status9
Non-Exempt Position9
Exempt Position9
Your Pay9
Employment Status9
Lunch and Breaks9
EMPLOYEE BENEFITS
Vacation10
Personal / Sick Leave10
Bereavement Leave
Jury Duty10
Military Reserves or National Guard Leave of Absence10

Carrier Carrier of a carrier

The state of the second of the second

en de la composition della com

BORDADE BERRY

and the control of the control of the second of the control of the second of the secon

Social Security Coverage	10
Workers Compensation Insurance	11
Unemployment Compensation Insurance	11
NYS Temporary Disability	11
Health Insurance	11
COBRA	11
HIPPA	11
EMPLOYEE HEALTH and SAFETY	
"Safety First" Rule	12
General Safety Rules	12
Material Safety Data Sheets (MSDS)	12
Improper Health and Safety Practices	12
Equipment Maintenance and Use	13
Use of Cell Phones and Devices	13
LEAVING THE COMPANY	
Voluntary Resignation	14
Resignation Without Notice	14
Final Paycheck	14
Return of Property	14

Tation to water a period

tion of the second of the seco

COMMITMENT TO CLIENT SATISFACTION

Keeping our clients satisfied is the key to our success and gives us an edge in a very challenging business. We take this commitment very seriously and every company employee affects client satisfaction. The company expects each employee to make a positive contribution in helping Dragonetti Landscapers meet its commitment to client satisfaction.

EMPLOYEE RELATIONS COMMITMENT

The company strives to create a climate that promotes open, two-way communication, the respect of individuals, adherence to high ethical standards, and a strong commitment to achieving results.

We strive to respond to the reasonable concerns of our employees, while protecting the company's competitiveness, assets, and reputation.

Our success as a company is founded on the skills and efforts of our employees. Our policy is to deal with our employees fairly and honestly, and to respect and recognize each employee as an individual.

SUPERVISOR / MANAGER

Throughout this handbook you will see the term "supervisor" referred to in many sections. The person that you report to could have the title of **supervisor** or **manager** and therefore for the purposes of this handbook the two titles are interchangeable.

TALK TO YOUR SUPERVISOR

If you have any questions about your job, an operational issue, or you experience any problems in performing your work, speak with your supervisor as soon as possible as many problems or concerns in the workplace can be resolved this way. You are encouraged to seek out advice from your supervisor whenever you need it.

ATTITUDE

No other factor has a greater impact on your ability to work with your team members and perform your work than your own attitude. Your feelings toward yourself and your job are instantly recognized by others, and these feelings have a direct effect on your communications with them and the quality of your work.

Your attitude has a direct effect on your choice of words and the way you communicate. Build a good rapport with co-workers and clients by being aware of your attitude and implementing good communication skills.

Always remember this simple rule: treat all of your co-workers as you would want them to treat you.

an dhear a' chadh an saidh iann a' dhean gair

A proposition of the control of the co

inger gestellte en de state en bestellte betekning in de state in de state in de state in de state en de state De state en de state in de state en de state in de state en de De state en de

a New 1996 of great and the street complex flowers and leading to the electric entries and the complex of the c

in 1995, in Equation 1, in 1995, a Contract from the management of the contract of the contrac

医多种感染素 医乳管 医乳光 医

igna translation in a second standard and give the Alexage Residence configuración de la company de la company Alexage translation de company de la company translation de configuración de company de la company de la compa Alexage translation de la company de la compan

estate in the experience of the control of the second paper of the control of the paper of the second of the control of the co

ारका स्थापन के लिए हैं के नाम है है है के नाम के पास कर के स्थापन के कहा है आहे. में उनके कहा है के स्थापन के तिया है के में के कि है है है है है है के पास के पास के पास है के अपने के लिए के सम्बद्धित के स्थापन के स्थापन में अपने के कि कि है के कि के मेर्किया के कहा है है कि अपने के स्थापन के लिए के अपने के स्थापन के स्थापन के स् से अपने सुने के समाम के

en elle transporte de la libre de la transporte de la libre de la transporte de la libre d

That will done the wife lower manager of the property of the property of the property of the second

EMPLOYMENT POLICIES AND PROCEDURES

EQUAL EMPLOYMENT OPPORTUNITY

Dragonetti Landscapers is an Equal Opportunity Employer. We believe that our continued success depends on the full participation of all qualified persons, regardless of age, sex, marital status, sexual orientation, race, color, religion, national origin, citizenship, veteran's status, creed, disability or any other characteristic protected by federal, state or local law.

It is our policy to recruit, hire, train, develop and promote the best people available based solely upon job-related qualifications.

This policy applies to everyone. Additionally all matters related to employment – recruiting, hiring, training, compensation, benefits, promotions, transfers and treatment on the job – be free of discrimination and harassment.

EMPLOYMENT AT WILL

The policies and procedures presented in this guidebook are in no way intended to be a contract of employment or a guarantee of continued employment for any specific period of time. No verbal communication or written document will provide such a contract, assurance, or guarantee unless specified in writing and signed by the President of the company. The company reserves the right to modify, amend, depart from, or rescind these policies and procedures.

We recognize that you have voluntarily joined Dragonetti Landscapers, your employment is "at will", and that you are free to discontinue your employment at any time and for any reason. The company reserves a similar right. Therefore, both you and the company have the right to terminate your employment at any time, with or without advance notice and with or without cause.

INTRODUCTORY PERIOD

The first 3 months of employment is considered an introductory period. During this time your manager will monitor your performance, attendance, attitude, and conduct to determine compatibility with the requirements of the position. Should any of these areas not meet company standards, you may be released from employment. Employees who successfully complete their introductory period continue to be employed at will.

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The company is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the company.

a kitaban menghalan kepadakan berangan kepada kepada

医心体性脑膜管 一种精致感染。

and the Artifician appropriate from the control being the second and a particular graph of the control of the c

. The Artist of the transport of the section of the

A Third per year level

Den in North para en la final de la transition de la final de la transition de la final de

Cathold Following Cambon of the property of the appropriate and general property of the control of the contr

* TENNETE BEFORE RESERVED TO SUPERIOR AND A SUPERIOR

IMMIGRATION AND EMPLOYMENT ELIGIBILITY

In compliance with the Immigration Reform and Control Act of 1986, we will hire only those individuals who are authorized to work in the United States. All individuals will be required to submit documentary proof of their identity and employment authorization. Employees will also be required to sign under oath, Department of Homeland Security Form I-9. Form I-9 requires you to attest that you are authorized to work in the job you are hired for and that the documents you submit are genuine. If you are authorized to work in this country for a limited period of time, before the expiration of that period, you will be required to submit proof of your employment authorization to remain employed by the company.

DRUG AND ALCOHOL RULES

The company is committed to provide a workplace that is free from the effects of drug and alcohol abuse. It is the responsibility of both the company and its employees to maintain a safe and healthy environment. Therefore, all employees are strictly prohibited from participating in any alcohol or substance abuse, and/or the unlawful manufacture, distribution, possession, sale, or use of a controlled substance is prohibited in the workplace or while engaged in business off premises. Employees who are found to be in violation of this policy will be subject to disciplinary action up to and including termination.

Only those controlled substances lawfully prescribed by a licensed physician are permissible to be used by an employee while at work and they must be used as prescribed. If use of a prescribed substance may impair your functions, such as, but not limited to, the ability to stay alert, or to work safely, you must notify your Manager prior to beginning work.

SMOKING POLICY

As per New York State Law, Dragonetti Landscapers is a smoke free workplace.

Supervisors will inform employees of applicable Smoking Policy at each worksite location.

and the first of the Alastin of Educate Manner Agency (18

\$\$0.75 PARES ALVESTONIA

residente de la comparta de la comp de la comparta de l de la comparta del comparta del la com

ATTER RELIGION OF

ne de la composition La composition de la

the control of the control of the property of the control of the c

and the second of the company with the contract of the contrac

CODE OF CONDUCT

The company is committed to observing all Federal and State laws while maintaining the highest ethical standards. This commitment is critical to our company, our employees, and our clients, and has helped us achieve a reputation for quality, honesty and integrity.

To function effectively, every organization must develop policies and procedures to protect its clients and to ensure that co-workers' and the company's rights are respected. Our company is no exception. Conduct which is disruptive, unproductive, immoral, unethical or illegal will not be tolerated.

Violation of our code of conduct will lead to disciplinary action, which, based on the circumstances of the individual case, could result in corrective action up to and including discharge. The following list outlines some, but <u>not</u> all, of the examples of misconduct or undesirable behavior which will not be tolerated.

- a. Insubordination.
- b. Spreading rumors and or malicious gossip.
- c. Unauthorized use, possession or distribution of intoxicants or drugs on company premises; or, reporting to work while under the influence of intoxicants or drugs.
- d. Fighting or threatening bodily harm to co-workers, clients, or vendors.
- e. Willful or careless destruction or damage to property of the company, another employee, client or vendor.
- f. Harassing co-workers or clients; or, disrupting the work environment.
- g. Unauthorized use or taking of the company's property or any other person's property.
- h. Dishonesty.
- i. Shouting, hostility, profanity, or offensive gestures.
- i. Carrying or possessing weapons of any kind on company and client property.
- k. Disregarding or violating company policies or procedures.
- I. Horseplay; or violation of safety rules.
- m. Falsifying reports or company records (Including Time Cards).
- n. Inefficiency or lack of effort on the job.
- o. Sleeping on the job.
- Excessive absenteeism or tardiness; or unexcused absence or tardiness or leaving the job without permission.
- q. Smoking in "No Smoking" areas.

The company may consider an employee's job performance, any prior violation(s) of our work rules, and other relevant circumstances in determining what disciplinary actions to take. It is up to the employee's manager to decide whether corrective action, up to and including discharge, is appropriate.

www.a - M. Yili

ner i de la 1986 de la compositione de la composition de la composition de la grande de la composition de la c Surfacione de la composition del la composition de la composition de la composition de la composition del la composition de la composit

The expectation of the property of the expectation
(ii) Principle of the manifolding and back operating the principle of t

- t dawbyyy y
- in 1988 og en 1910 og 1998 og 1910 og 1 Digger for en i 1910 og Digger for i 1910 og 1
 - CARROLL OF THE SECTION OF THE SECTIO
- - Brown in Area than a large take the major and a second in a company of
- September 1988 and the state of - The same of the same
 - and the properties and properties of the original species and the
- and the second of the second o
 - 化电影 化多型铸铁 化二氯基基酚 化多类 人名英格兰人姓氏
 - - 化铁铁 医多二氏 化氯化铁 医二氯甲基二氯甲基二甲基二甲基二甲基
 - Care and the second second second
- and the first of the first state of the property of the first state of the first of the first state of the f

Miller of the confidence for the problem of the pro

Dragonetti Landscapers

ANTI-HARASSMENT POLICY

Harassment in the work place is not only against the policies of the company, but it is also against the law. The company strives to maintain a work environment that is free of discrimination, intimidation, hostility, or other offenses that might interfere with work performance. The treatment of all employees and applicants for the employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status or sexual orientation in all employment decisions, including but not limited to recruitment, hiring compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading transfer, lay-off and termination, and all other terms and conditions of employment. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any supervisor, co-worker, vendor or client.

What is Harassment?

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as color, disability, gender, national origin, race, religion, or other legally protected status. We will not tolerate harassing conduct that affects job benefits, that interfere unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Harassment can take many forms, including, but not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence.

Sexual Harassment

Harassment is not necessarily sexual in nature. However, sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on gender constitute sexual harassment when:

- submission to the conduct is an explicit or implicit term or condition of employment;
- submission to or rejection of the conduct is used as the basis for an employment decision; or
- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body. Sexually harassing conduct may also include any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of his or her position or creates an intimidating, hostile, or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

机工程 网络大维克 改善的 建铁矿

inggaaring to be also as a con-

Karaman Kabupatèn Ka

A transported to the second of the first of the first of the first part of the first of the first part of the contract of the first part o

- garante de la composition della composition dell
- J. L. Carlos Street, Phys. C 1997, C 1997, C 2008, Apr. C 1997, C
- The first of the many training and the state of the state

Conserved the Conserved Section of the Section of the Conserved Section (Conserved Section Sec

Responsibility

All employees have a responsibility for keeping the work environment free of harassment. The individual who makes unwelcome advances, threatens, or in any way harasses another employee may be personally financially liable for such actions and their consequences.

Reporting

If you feel that you have experienced or witnessed unlawful harassment, you are to immediately notify either your supervisor, any member of the management team or the President of the company.

All reports will be promptly investigated with due regard for the privacy of everyone involved and appropriate remedial action will be taken. The company forbids retaliation against anyone for reporting suspected unlawful harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. To the fullest practicable extent, the company will keep complaints and the terms of their resolution confidential.

Any employee found to have unlawfully harassed a fellow employee or subordinate will be subject to severe disciplinary action and may be terminated.

Dragonetti Landscapers is a <u>HARASSMENT FREE WORKPLACE</u>

EMPLOYEE GRIEVANCE PROCEDURE

STEP 1: If for any reason; you believe that you are being treated unfairly you are encouraged to discuss your problem with your immediate supervisor, as soon as possible. The supervisor, after listening and investigating the problem will provide you with an answer in a timely fashion. If for any reason you do not wish to take your problem to your immediate supervisor, or he/she has not satisfactorily resolved your problem, you should proceed to Step 2.

STEP 2: Contact the Operations Manager in the Brooklyn Office to discuss the problem. If in the judgment of the Operations Manager; your supervisor's input is required, he/she will do so in confidence; to the fullest extent possible. Once a thorough investigation has been completed; you will receive a timely response. If you are not satisfied with the response, you may proceed to Step 3.

STEP 3: Contact the President of the company to inform him of the situation. He will investigate your grievance and after a careful assessment of the facts; a resolution will be made. The decision of the President will be deemed final.

1000

in the Main of the control of the Armeric of the Ar

The Arthurson A

popular de la comparta La comparta de comparta de la comparta de la comparta del comparta de la comparta del la comparta de la comparta dell

All Albert and the control of the Charles of the Species of the complete of the sequence of the control of the

NOTE CHARLES OF CHARLES OF A PROPERTY OF A

gar eller gry etter gry etter geller etter gry etter grotte grotte gry etter grotte gr

(a) The first section of the control of the section of the sect

and the south of the desire of the south of the south as the south of
OPEN "DOOR" POLICY

We want your association with the company to be a productive and satisfying experience. We invite and encourage a free and continuous exchange of information and welcome your questions and suggestions.

We feel that the most important means of communication is between employees and their managers. Managers are responsible for keeping their team members informed about issues that affect them and their jobs, and for keeping communication lines open and effective. In turn, each employee is responsible for informing his or her manager of work-related issues. Your questions and concerns are important and deserve an answer.

ATTENDANCE and PUNCTUALITY

To maintain a productive work environment, the company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness result in a burden on other employees and on the company's overall operations. Employees who are unable to be at work on time or are unable to work as scheduled, must notify the company as soon as possible in advance of their start-time, by calling 718-451-1300 or your Supervisor's cell phone (you will receive his or her number when you begin working on-site). Please note that a voicemail will <u>not</u> be considered sufficient notice — you must still call your supervisor as soon as you are able to.

If your absence extends beyond one day, you are expected to call in each day and to indicate your expected date of return to work. The company may require you to provide a doctor's note.

To better serve our clients and your co-workers you are expected to be at work, at your designated start time.

Excessive tardiness and poor attendance may lead to disciplinary action up to and including termination of employment.

LEAVING EARLY

Any employee leaving the job-site other than for company business must have prior permission and must clock out when leaving and in upon return.

PERSONAL PROPERTY

Everyone is required to respect the personal property of their fellow workers. The company assumes no responsibility for loss or damage to any personal property, including cash, of an employee.

PERSONNEL RECORDS

It is important that your personnel records be kept up-to-date. Please notify your manager of any changes (including change of name, address, telephone number, marital status, insurance beneficiary, or the addition of a child to your family) so a Employee Change Form can be completed and processed.

. The second of the second The second of the

克拉克,不可以自由自身的自由的。这

and the control of the first section of the section

and the state of the property of the control of the control of the state of the state of the state of the state The state of the state

tina della contra della stata a con esperante dell'archie e per per per esperante della segmenta. En el esperante della segmenta della segmenta della segmenta della segmenta della segmenta della segmenta della

化多次基金 医多种多元基金

ina minina makalah menguntu dia mengrapa menjalah kilandaran kepadi dia kebasa di Kalambara di Kamaran kepada kebasa di Kamaran bermalah mengrapakan dia kebasa di Kamaran di Kamaran Kamaran Ka

en de la composition La composition de la La composition de la

형안한다다 크리는데, 보이지는

COUNSELING and DISCIPLINE

The company expects that basic standards of conduct will promote a high quality work environment and ensure responsible behavior. Every employee must, at a minimum, perform adequately in their job, follow the rules established by their supervisor, follow the policies of the company and the law, act with honesty and integrity and respect the rights of others in the work environment. Any discipline that is imposed is intended to correct or modify an individual's conduct, to deter such conduct on the part of others and to protect the rights of the company and everyone working at, or associated with, the company.

Your supervisor should notify you if your job performance is inadequate, explaining the job requirements, the deficiencies, and the expectations for improvement. Also, any act that interferes with the rights or proper interests of the company, its management, employees, or clients may subject the employee to disciplinary action. Discipline may take the form of verbal or written warnings, suspension with or without pay, or termination of employment. An employee may also be suspended without pay during any investigation of possible misconduct. All disciplinary action is administered with consideration given to the seriousness and frequency of the offense, the employee's past record (including work history and earlier disciplinary record) and the circumstances surrounding the particular issue. Because of the individual nature of each situation, the company reserves the right to impose discipline appropriate to the circumstances.

CONTRACTOR OF STREET

greene parties and the control of th

COMPENSATION

EMPLOYEE STATUS

All employees are classified as either **non-exempt** or **exempt** in accordance with the Fair Labor Standards Act.

Non-Exempt Position

Positions, which are subject to the overtime requirement of the above. Federal Law, are termed "non-exempt". Employees filling such positions are required to complete their timecard each day. You will be instructed on timekeeping procedures on your first day of work. Non-Exempt employees are paid overtime pay for work performed in excess of forty hours in any one work-week.

Exempt Position

Positions which are to be exempt from overtime provisions of the above Federal Law are designed as "exempt". Although the company maintains attendance records to track vacations, sick days etc., employees filling such positions are not required to keep time reports and are not paid overtime for work performed in excess of forty hours in any one work-week. Exempt employees have a regular schedule of at least 40 hours per week that they are expected to work.

YOUR PAY

When do I get p	When	do	1	aet	pa	id?
-----------------	------	----	---	-----	----	-----

Dat	inhanka ar	a dietributad	on a	Maakh	hoeie	AUANI	• • •
L a	VUHOUND all	e distributed	Ulla	AACCUTÀ	vasis,	CVCIY	······································

Can I enroll in Direct Deposit?

EMPLOYMENT STATUS

Full-Time Employees regularly work 40 hours per week.

Part-Time Employees regularly work less than 40 hours per week.

LUNCH and BREAKS

Your hours worked will determine if and when you will have a regular lunch (unpaid) and break (paid) schedule. If your manager assigns you a regular Lunch and Break schedule, you <u>must</u> follow it. We appreciate and of course, welcome extra effort; however it is essential that you do **not** perform any work during your lunch or break time.

State of the problem of the problem of a problem of a subsection of the problem of the problem.
The problem of the problem of the problem of the problem of the problem.

o dina Mendalah sahija dan

The first of a first transfer of the first season of the companies of a subtence of the control of the contr

Andrew Programment of the second of the seco

The management of the section of the

The again target of a local and

BANK IS HORMAN

. Hijina sanghawa sa kalenda katangan kwati sa s

and the control of th

of the first operation of the first operation to a subject of the first of the firs

EMPLOYEE BENEFITS

VACATION

Employees become eligible for vacation after 1 year of service.

Full-Time Employees:

Length of Service Plan:

40 Hours Vacation after 1 year of employment

80 Hours Vacation after 2 years of employment

- In scheduling vacations, management tries to accommodate employee preferences, but requests during busy periods or peak vacation times might require alternate plans. In making any decisions regarding vacation request conflicts, management must weigh the company's business needs; the timeliness of the requests and the employee's respective seniority.
- To request leave, ask your manager for a Leave Form and return the completed form to him/her, you will be advised about the status of your request as quickly as possible.
- Hours must be used within Vacation year, no carryover is allowed.
- Part-Time employees are not eligible for vacation hours.

PERSONAL / SICK LEAVE

The FMLA applies to all private sector employees who employ 50 or more employees for at least 20 work weeks in the current or proceeding calendar year and who are engaged in or effect commerce including joint employers and successors of covered employers.

Employee Eligibility:

To be eligible for FMLA benefits, an employee must:

- work for a covered employer;
- have worked for the employer for at least a total of 12 months;
- have worked at least 1,250 hours over the prior 12 months; and,
- work at a location where at least 50 employees are employed by the employer within
 75 miles.

4...

the tendent was region of the first tennes as weaking To

racety, Agriculture of the

Province of the second of

Profit all the first of the control
Alternative recognition of the control of the contr

In the property of the content of the content of the content of the property of the content of the

e a la popular de maria de la aporta e para internada que a la para que los personas en aprecionadas de la par La companya per productiva de meses de la la participación de estreta de la contrata de la formación de la par

- Burner Between datum segale menteber between datas in desiri
 - ing the treation of English restriction of States of

A second of the control of the control of the property of the control of the c

Company to the particle of the company of

on the second of the control of the first and the second of the first second of the second of the second of the

and the second of the contract
on the contribution of the contribution of the subgraph of the section of the state of the contribution of the

41 3

·

Leave Entitlement:

A covered employer must grant an eligible employee up to a total of 12 work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- or to take a medical leave when the employee is unable to work because of a serious health condition.

JOB BENEFITS AND PROTECTION

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan". Upon return from FMLA leave, an employee unless designated as a "Key" employee who is salaried among the highest ten percent of employees within 75 miles of the worksite, must be restored to his or her original or equivalent position with equivalent pay, benefits and other employment terms and conditions. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Notice and Medical Certification:

Employees seeking to use FMLA leave may be required to provide:

- 30 day advance notice of the need to take FMLA leave when the need is foreseeable;
- Medical certifications supporting the need leave due to a serious health condition affecting the employee or an immediate family member;
- Second or third medical opinions and periodic recertification at the employer's expense.
- Periodic reports during FMLA leave on the employee's status and intent to return to work.
- A fitness for duty certification to return to work.

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or related to FMLA

- ्रण तक प्रमाण के प्राप्त कराव कर प्राप्त प्राप्त के अधिक एक आवाक है जिस्सा के किया है है। से प्राप्त के के किया के किया के अपने के अधिक के किया के किया के अधिक के किया के किया के किया के किया के किया

 - and the first state of the contract of the con
 - the contact of the contact and the second of the contact of the co
 - 医加利氏性 魔经遗嘱的现在分词 计记录器

A probability of the second probability of the second probability of the second probability of the second of the second probability of the second

This was the Breekinger of Court House and A Mill wave his one field in a supplier

480年中夏4000年 至4000年 1200年 1

- en eta esperante en la companio de Companio de la compa
 - olemen jaroj in in tre olim 1905 km Propilane Propilane se un in trons in trons in transition of the second se Expression
- - i fikkip produktio při palitaci terma (dah sa kazaka k
- Burnaya Barasa yaka Bara Barasa yaka Bara Barasa yaka da kata bara
 - 化对抗磷钾钠医抗原物 医动物性病 法人员的诉讼 计数据 医多数心脏 经工厂 经股份 医二二二甲基二二苯
- nana magagarna da sa kalamata (b. mada na kalamata na kalamata) na kamana na kamana kalamata kalamata kalamata Di filozofia na kalamata kalamata kalamata na kalamata kalamata kalamata na kalamata na kalamata kalamata kala

BEREAVENENT LEAVE

Full-time employees with at least 2 years of service may receive up to 2 days of paid leave to attend services for the death of a member of the immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother or sister). This leave should be taken in the period immediately following the death and must be approved by your supervisor.

JURY DUTY

An employee serving on jury duty will be paid the first \$40.00 of their daily wage for the first three days of jury service. A copy of the summons must be provided to your manager to be eligible for leave for jury duty.

MILITARY RESERVES or NATIONAL GUARD LEAVE OF ABSENCE

Employees who serve in U.S. military organizations and state national guards may take the necessary time off to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. Employees have the option of taking the leave without pay or applying any personal leave and unused earned vacation time to the leave.

SOCIAL SECURITY COVERAGE

Every pay period, you and the company will contribute a percentage of your wages into the Social Security system, including Medicaid. This money provides certain important benefits for each employee. The benefits offered by Social Security include disability payments and medical insurance for you if you become totally disabled for any reason prior to normal retirement; survivor benefits to your spouse and minor children if you die; and also retirement benefits and health insurance for you and your spouse when you reach retirement age. Information about available Social Security benefits may be obtained from your nearest Social Security office.

WORKERS COMPENSATION INSURANCE

Dragonetti Landscapers maintains workers compensation insurance on each employee. This insurance provides important benefits to an employee who sustains an on-the-job injury while doing work for the company. All required forms will be filed for you upon prompt notice of any on-the-job injury. Certain strict time limits apply on these claims, so it is very important to give prompt notice of any injuries to your manager.

UNEMPLOYMENT COMPENSATION INSURANCE

All costs are paid by the company into the state unemployment insurance fund to provide unemployment insurance for its employees. This fund is designed to pay for unemployment benefits in cases where the employee is out of work through no fault of his/her own.

NYS TEMPORARY DISABILITY

Temporary disability insurance is mandated by New York State. This insurance provides low-cost disability protection for non-work related illness or injuries that prevent you from working. You must file a claim to determine if you are eligible to receive disability payments.

and the second of the second o

Barrier Carlos Control Company

그 마을 만든 것이 어느라면 하면 하는 것이 하나 그 이 하나요?

indra i se estretario de esta per la colorio de la respectación de la referencia de la companya de la colorio d El colorio de la colorio d El colorio de la colorio d El colorio de la colorio del colorio de la colorio de la colorio del colorio de la colorio de la colorio del
医大脑性 医氯化 医电子 经国际股份 医电影 医电影 医二氏虫虫虫

Consequence of the control of the cont

(2) 特殊(新)、特殊的數數數

(i) A problem of the control of the stage of the control of the

HEALTH INSURANCE

The company has several health plan options that are available to eligible employees. Since plans are reviewed annually and subject to revisions, newly hired employees will receive a list of the plans available, the premium costs and an outline on the eligibility requirements. Employee's who are considered eligible for coverage but elect not to enroll, must sign a Waiver of Benefits Form.

COBRA

The company adheres to all the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as they apply to our employees. Should employees lose their health care coverage under our health care plan as the result of a qualifying event, employees, covered spouses and dependent children will be given the opportunity to purchase coverage as group members for the legally specified period of time following the loss of coverage.

HIPAA HEALTH INFORMATION PRIVACY POLICY

The company sponsors a group healthcare plan that is subject to the Health Insurance Portability and Accountability Act (HIPAA). On the basis of that law, privacy regulations now apply to certain protected health information.

The company generally only performs enrollment, changes in enrollment, and payroll deductions, and to the extent it obtains HIPAA-protected health information (PHI), it will maintain that information in confidence. Specifically, health insurance information will not be used or disclosed for employment-related actions and decisions.

EMPLOYEE HEALTH and SAFETY

Purpose:

The company has a long-standing philosophy of taking pride in its practices to ensure the safety, health and well-being of all of our employees. This policy serves to outline our commitment to this philosophy and provide guidance to all employees on the standards the company expects them to adhere to.

"Safety First" Rule

No one should perform any task that they sincerely believe will create a serious safety hazard to themselves or others. If you are directed to perform a task which you believe in good faith creates a serious safety risk, you must inform a supervisor of your concerns and if the problem is not corrected, you must report the matter immediately to the President of the company.

Participate William and a

um productive de la completa del completa de la completa del completa de la completa del la completa de la completa de la com

SHEW

2000年2月1日日本日日表生日本製造工程を担めている。

ingger off of the exploration of the exploration of people increased in region in the second of the second of the exploration o

tion of the first of the engine of the control of the property of the property of the property of the first of the control of

TO ELECTION AND A TERM TO ELECTION TO ELECTION AND A TERM TO ELECTION A TERM TO ELE

.

en la mallera de la mallera de granda da grandaga de la casaña que el desado casaña de sestima de ⁶⁰ La mallera de granda de la malgaste da mala da parte de la casaña da Cara afferma paraba de sestima de casaña La mallera de granda de la mala de la proposa de desado de grandas productos de granda de la casaña de la mall La mala de granda de la mala de la mala de la mallera de la productiva de la productiva de la mala del mala de la mala del mala de la mala de la mala del mala de la mala del mala del

with the Marchaelan

ing iki kepang terpang kerakatang mengang beranggan pengangan mengang terbang mengang belang beranggan pengang Digit mengang pengang mengang pengang Digit mengang penganggang digit mengang pengang pengang pengang penganggang pengang pengang pengang pengang p Digit mengang penganggang digit mengang pengang pengang pengang penganggang penganggang pengang pengang pengang

General Safety Rules

Our employees perform a wide range of functions. Although some safety rules apply only to specific positions, all employees are expected to comply with the following rules:

- Use common sense in performing your duties.
- Report unsafe conditions to your supervisor or another member of the management team.
- Do not use any equipment, vehicles or materials when overly tired, nauseated, feverish or under the influence of any substance that may affect your judgment.
- Wear seat belts when operating any company or rented vehicle or driving your own personal vehicle while on company business.
- Store all sharp objects properly when not in use.
- · Report frayed electrical cords.
- Immediately report any work injury/illness to your supervisor.

Material Safety Data Sheets (MSDS)

The company will keep Material Safety Data Sheets (MSDS) on hazardous substances and materials on its premises in the Brooklyn Office.

Improper Health and Safety Practices

All employees are expected to abide by safe work practices and adhere to general rules to ensure their safety as well as the safety of coworkers.

Infractions of company health and safety practices will be dealt with in accordance with the company's policies on discipline and will be based on the following factors:

- · Severity of the infraction.
- Whether the infraction endangered only the employee, coworkers or clients.
- Whether the infraction was a first or repeat violation.

angita di kasa kate dal

e le como les les legaciones legaciones de la completa de la completa de la completa de la completa de la comp La completa de la comp

of the first of the first of the first state of the court

Therefore I the second of the

and the common of the common of the second of the common o

en en transporter de transporter de la communitation de la communitation de la communitation de la communitati La communitation de la communi

AND A DESCRIPTION OF THE PROOF THE PROPERTY OF

THE STATE OF THE SECOND

and the self resided in the Time of the section of the

and the state of the company of the state of t The state of the state

ore at elementario de la compartición de presenta de la compartición de la compartición de la compartición de Como transferio de la compartición
the the Romania Colored

en egyetek kerinta di tarak artika eren digitar kerina da di sama da bergila di Azela di Bergila di selembir. Bergilar di kanangan kerinta di kanangan di kanangan di kanangan di kanangan di kanangan di kanangan di kanang

Equipment Maintenance and Use

Equipment is expensive and may be difficult to replace. When using equipment, employees are expected to exercise care and follow all operating instructions, safety standards and guidelines. You should notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination of employment. Likewise, violation of company safety rules is considered a serious matter and also will result in disciplinary action (up to, and including, discharge).

USE of CELL PHONES & ELECTRONIC DEVICES

The use of cell phones and devices such as iPods by any employee, during working hours is a serious safety hazard to everyone and therefore the use of either is strictly prohibited. You may use such devices during your break and lunch periods. If you are found to be using or possess a cell phone or any other restricted electronic device while working, disciplinary action will be taken. Repeated warnings will result in additional disciplinary actions being taken up to and including discharge. Cell phones may be used in cases of emergencies or business necessity only.

LEAVING THE COMPANY

VOLUNTARY RESIGNATION

In the event an employee resigns, a minimum of ten working days (two weeks) advance notice is expected. The requirement of giving ten working days notice is for the purpose of making an orderly transition of duties.

RESIGNATION WITHOUT NOTICE

An employee who is absent without giving notification to or obtaining prior approval from a Manager for 2 consecutive days on which the employee was scheduled to work is considered as having abandoned his/her position and is, therefore, classified as a voluntary resignation.

FINAL PAYCHECK

Upon termination of employment, employees will receive their final pay at the next regular pay period following termination.

RETURN OF PROPERTY

Employees are responsible for all property, materials or written information issued to them or in their possession or control. All employees, on or before their last day of work must return all company property in their possession.

nacy of the second of the seco

granding of the property of the control of the property of the control of the con

34 of Representation of the second continuous sections of the second
· 医精神病 医乳 医乳 机双角 医二氏试验 计二级数 1.25

CHERO N. Araki. -

The District of Ministry

Barran en la grafia per la marca de la servició de la composa despera de esta libraria de la militaria de la m Barran de la grafia de la magrafia de la grafia de la medica espera de la definidad de la composa de la compos De la grafia de la grafia de la composa de la grafia de la

en apprendiction of the second of the great profession and the control of the second of the control of the cont

granda galak di garang magamatan ng granda a mininggaran tina kalak di katalisa. Pagamatan magamatan galak magamatan kalak mangamatan a kalak mangamatan kalak di katalisa ng katalisa kalak ma

ing paggagan ang tanggan ang kanang mga paggang paggang ang paggang ang paggang ang paggang ang paggan ang pag Paggang paggan Banggang paggang paggan

Dragonetti Landscapers

Employee Handbook Acknowledgement

I have received and read a copy of the Employee Handbook that outlines the goals, policies, practices, benefits and expectations of Dragonetti Landscapers, as well as my responsibilities as an employee.

I have familiarized myself with the contents of this handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in the Handbook. I understand this book is not intended to cover every situation that may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits and expectations of the company. I am also aware that the company reserves the right to change any policies or the benefits offered at anytime.

I understand that this Employee Handbook is not a contract of employment and should not be deemed as such and that I am an employee at will.

(Employee Name - Please Print)	
(Employee Signature)	
, , ,	
(Date)	



的复数电影 医髓炎 医二氏性畸形的 人名英格兰

The standing of the control of the standing of the standing of the control of the control of the standing of the

Section of the Control of the property of the Control of the Co

Dings of the control
and the second s

Employment Application

We consider applicants for all positions on the basis of qualifications and without regard to race, color, religion, sex, national origin, age, marital status, veteran status, disability, sexual orientation or creed use of lawful products during non-work hours and any other legally protected status.

Position(s) Applying For:							
				Date of Applicat			
How did you learn about the							
Advertisement	Friend	Relative	Walk-in	Inquiry		•	
Recruiting Firm	Current Employee		Other:				
			the Control of the Co	A selicital analysis con years cannot be a selected as a s			-
Last Name			First Name		Midd	die Nam	e
Address:		A CONTRACTOR OF THE REAL PROPERTY OF THE PARTY OF THE PAR		***************************************	***************************************		
NumberS	Street	····		_			
City			_Zip Code				
Social Security Number:							
Telephone Number(s) wh							
Home: ()		Cell Pl	hone: ()				
Home: () Work: ()							
Work: ()		May w	e call you at wo	rk? □ Yes	□ No		
		May w	e call you at wo	rk? □ Yes	□ No	······································	
Work: ()	at home:	May w	e call you at wo	rk? □ Yes	□ No		
Work: () Best time to contact you a Are you available to wo	at home: ork: (Please check	May w	e call you at wo	rk? □ Yes	□ No	and the second s	
Nork: () Best time to contact you a Are you available to wo Regular Full-time:	at home: ork: (Please check Please indica	May w all that a Weeke	e call you at wo	rk? □ Yes Afternoons □	□ No		
Work: () Best time to contact you a Are you available to wo Regular Full-time: Regular Part-time:	ork: (Please check	May w all that a Weeke	e call you at wo	rk? □ Yes Afternoons □	□ No Evenings		No
Work: () Best time to contact you a Are you available to wo Regular Full-time: Regular Part-time:	ork: (Please check Please indication with the	May w all that a Weeke	e call you at wo	rk? □ Yes - Afternoons □	□ No Evenings		••••
Work: () Best time to contact you a Are you available to wo Regular Full-time: Regular Part-time: Have you ever submitted Have you ever been emp	Please indication with the cloyed with our compared?	May w all that a Weeks ate: he compa	e call you at wo	Afternoons Yes (c	Evenings late)		No
Nork: () Best time to contact you a Are you available to wo Regular Full-time: Regular Part-time: Have you ever submitted Have you ever been emp	Please indication with the cloyed with our compared?	May w all that a Weeks ate: he compa	e call you at wo	Afternoons Yes (c	Evenings late)		No
Nork: () Best time to contact you a Are you available to wo Regular Full-time: Regular Part-time: Have you ever submitted Have you ever been emp	Please indication with the ployed with our compared?	May w all that a Weeke ate: he compa	apply) ands Mornings any before?	Afternoons Yes (c	Evenings late)		No
Work: () Best time to contact you a Are you available to wo Regular Full-time: Regular Part-time: Have you ever submitted Have you ever been emp	Please indicated an application with the ployed with our compared? sent employer for reference available for work.	May w all that a Weeke ate: he compa any before erences?	e call you at wo	Afternoons Yes (c	Evenings late)		

en e	ang Sangarang di Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangarang di K Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangaran Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangarang di Kabupatèn Sangaran	and the second of the second o	al el propietado el les propietados de la come el plante da de la come	galaced in Social Control of the Con
		and the second of the second o		en de Mondo de A
		a de la companya de	e jesty trak v stali	and the second
	en jaran era	vistorii — viktivis 2		
		and the second s	arte e A	er to a
en i				tin ten
10 (10 (10 (10 (10 (10 (10 (10 (10 (10 (1	en de la companya de La companya de la co	•	A few off
		e tako ili se sa ili salah kecamatan kemelah sa	1,75,74	
.,				191.
		1. 在 1. 数	and the second second	ence, for the second
	eta kwa ji Asek	an jewawani cama	to the terms of the second	
		. The material state of the second of the second		
		i kalenda turba ker Marin Sala		
No.	gradienie – Arteryko II.			V 1. N
No. of the second	ta to en William	The state of the particle of	A NEW YEAR	e e
		gradie Arthre		
	· ·			
		eage of the		er er sy
		and the second		er v
		and the second second	e de la companya de l	
		. I was		

EDUCATION	
-----------	--

	Elementary School	High School	Technical School	College	Other
School Name and Location	enting that manager is go and manager.		W	nado e a de existencia de la substitución.	a Balaga da se sissene e e e e a a a a a a a a a a a a a a
Years Completed	45678	9 10 11 12	1 2	1 2 3 4	1 2 3 4
Diploma Degree		Yes No	Yes No	Yes No	
Major Course(s) of Study					

Please summarize	specialized skills	and training not	listed above:	A DEL MONTH OF MANAGEMENT AND THE PARTY OF T		
						-
					the Millione and	

Have you ever had any job-related training in the United States military?	□ Yes	□ No	
If yes, please give date:			
en nast medig aktuaren distatut berada eksentajarrartiko errakuan beruntuak beruntuak kendelari kan etak etak e Beruntuak	man in Northern Den grande i de kan	en dit tean de trough equ	Tall Title Be

and the control of t And the control of the control

And the control of th

EMPLOYMENT EXPERIENCE: Start with your present or most recent position. If information is already on your resume, fill in only those items not listed on your resume (i.e. reason for leaving, salary, etc.).

1. Employer	Dates	Employed	Work Performed
Address	From	То	
Telephone Number(s)	Ва	se Pay	
Job Title	Start-	Final	and the state of t
Supervisor	-		
Reason for Leaving			
2. Employer	Dates	Employed	Work Performed
Address	From	То	
Telephone Number(s)	Ba	se Pay	
Job Title	Start	Final	
Supervisor			
Reason for Leaving	A.A. METATETTI METATE PROPERTY OF THE METATE AND		
3. Employer	Dates	Employed	Work Performed
Address	From	То	TOTAL CHOMICS
Telephone Number(s)	Bas	se Pay	
Job Title	Start	Final	
Supervisor			
Reason for Leaving			
1. Employer	Dates	Employed	Work Performed
Address	From	То	
Felephone Number(s)	Bas	e Pay	
lob Title	Start	Final	
Supervisor	that is a greather a contra	and the second second of	ne is well included the control of the entire way in the state of the state of
Reason for Leaving			

The decided by the control of the co

REFERENCES	<u>inima a anti-tanin'i analy, a prima anti-tanja</u>
Please give name, address, and telephone number of three business references who are no	ot related to you.
1	
2	
3.	
State any additional information you feel may be helpful to us in considering your applicatio	n
	`
I certify that the answers given herein are true and complete to the best of my knowled investigation of all statements contained in this application for employment as may be at an employment decision.	
I hereby understand and acknowledge that, unless otherwise defined by applicable la relationship with this organization is of an "at will" nature, which means that the Empany time and the Employer may discharge Employee at any time with or without caus understood that this "at will" employment relationship may not be changed by any will by conduct unless such change is specifically acknowledged in writing by an authorical such change is specifically acknowledged in writing by an authorical such change.	oloyee may resign at se. It is further ritten documentation or
organization. In the event of employment, I understand that false or misleading information given in	n my application as
interview(s) may result in discharge. I understand, also, that I am required to abide by regulations of the Employer.	
Signature of Applicant	Date

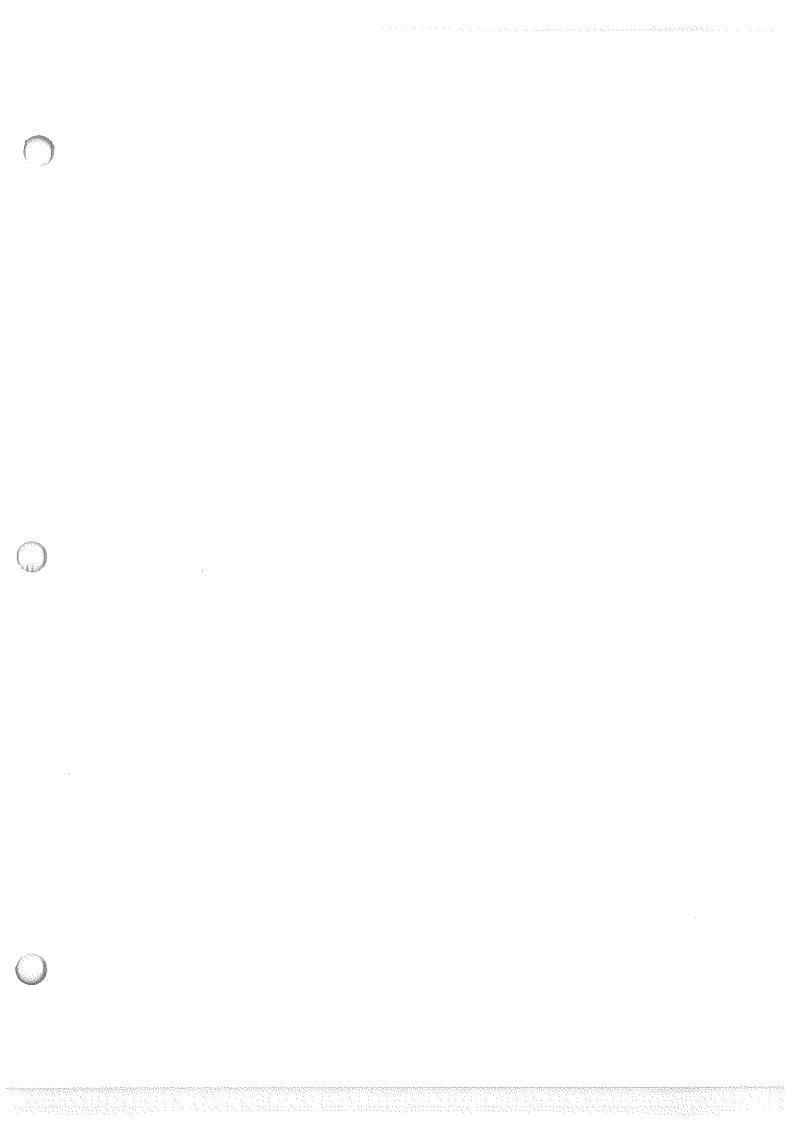


and the control of th

the agreement and the agreement of the a

general de la composition della composition dell

The experimental term of the experimental form of the control of the properties of the experimental form of the control of the experimental form o





INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: HWS17CW1

INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto
CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS)
CITY OF NEW YORK

	Contractor.
Dated	, 20



Department of Design and Construction

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

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045 TELEPHONE (718) 391-1000 WEBSITE www1.nyc.gov/site/ddc/index.page

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: HWS17CW1

INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

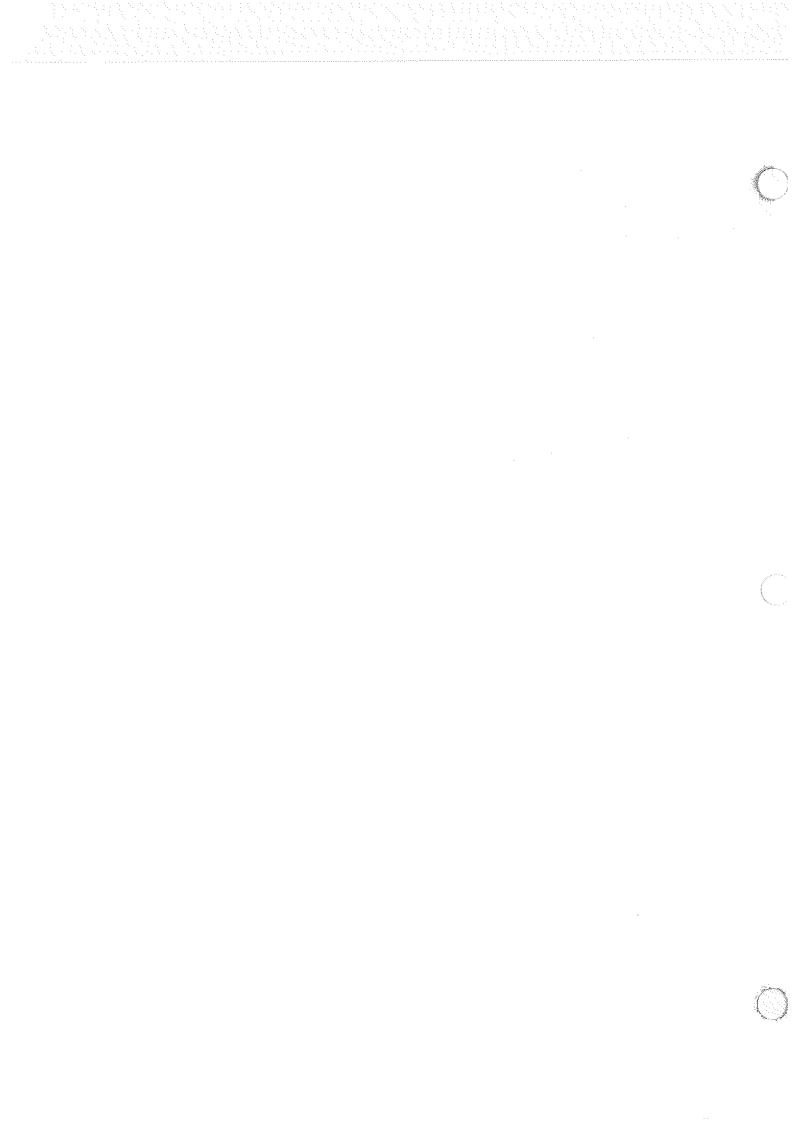
Together With All Work Incidental Thereto
CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS)
CITY OF NEW YORK



FOR THE DEPARTMENT OF TRANSPORTATION PREPARED BY IN-HOUSE DESIGN

JANUARY 25, 2017

7-083





Department of Design and Construction

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

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045 TELEPHONE (718) 391-1000 WEBSITE www1.nyc.gov/site/ddc/index.page

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:



FOR THE DEPARTMENT OF TRANSPORTATION PREPARED BY IN-HOUSE DESIGN

JANUARY 25, 2017



PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1,
 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist
 who is licensed by the New York State Department of Education and who calls in for
 work assignments at will, determines his or her own schedule, has the ability to reject or
 accept any assignment referred to him or her, and is paid an average hourly wage that is
 at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Polices and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

tit per om mikikase avityst marijiha mar markan mit a takkog a taktoria. Eta a salati i tot salatitit

regionale de la companya de la comp

er agenerationer in de la grafique de la discourse de la finite de la communitation de la figure de la Kilonia La grafique de la communitation de la grafique de la finite de la grafique de la grafique de la grafique de la

HIRING AND EMPLOYMENT RIDER:

HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York ("the City") found within the Department of Small Business Services's ("SBS") website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

e an a minor day a la co

a language at the colorest or ever with the

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor's representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

THE STATE OF THE PARTY OF THE P

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.

ndang paggarang malikurang menghili

on the property of the control of t The control of
. Salahan kecamban dan Kabupatèn Salah

A serificial de la companya del companya del companya de la companya del la companya de la company

(NO TEXT ON THIS PAGE)

representation gradition and admits of

Parificial content your memore well at jointee eather angels in our case and a service of the content of the c Basic of the content when you are seen as the content of the

en de formation de la fille La fille de la La fille de la

NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (DEC. 2013) INSURANCE RIDER

The following provisions supersede the corresponding provisions in the December 2013 version of the New York City Standard Construction Contract:

- 1. Section 22.1.1(c) provides as follows:
 - 22.1.1(c) If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the Contractor shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits provided by the Agency in Schedule A. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.
- 2. Section 22.3.3 provides as follows:
 - For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to the Commissioner. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; and (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number). All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

and the first of the first of the ending grant are the Alberta and the end of the grave that he is The first of the first of the first of the first of the end of the

化二磺酚二甲基甲基甲基 化氯氯氯化

o versione de la completa de la proposition de la completa de la completa de la completa de la completa de la c La completa de la co La completa de completa de la completa del completa de la completa del la completa del la completa del la completa del la completa de la completa del a complet

化环烷 医电影 经销售 化二氯化二氯化二氯化甲基 经特别人

NOTICE TO BIDDERS

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

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

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

ARTICLE 22 INSURANCE

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

ARTICLE 26 EXTRA WORK

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

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

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

ARTICLE 70 ELECTRONIC FILING

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

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE 14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

The Commissioner is no longer required to issue a substantial completion determination in addition to the already existing requirement that the Engineer issue a substantial completion determination and reach an agreement on a punch list of remaining work. Now, the Engineer, when issuing the punch list to the Contractor, must also include a proposed schedule for the completion of the punch list. The Contractor may propose an alternative schedule that is subject to the approval of the Engineer. If the Contractor fails to respond to the Engineer's proposed schedule, the Engineer's schedule is deemed accepted.

ARTICLE 15 LIQUIDATED DAMAGES

The contract is revised to match Schedule A to provide that liquidated damages are available only until substantial completion.

ARTICLE 17 SUBCONTRACTS

The requirements for prior approval of subcontractors, and for contractors to be responsible for the actions of their subcontractors, have been tightened. The requirement that the Contractor list subcontractors in the City's Payee Information Portal has been added; the provision was previously attached as a rider.

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

The Payment Guaranty provisions, which apply when the City does not require the Contractor to obtain payment bonds, has been significantly revised to track the requirements of State Finance law 137.

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

The recordkeeping requirement that currently apply to payments for Time & Materials for extra work are expressly made applicable to regular work that is paid for on a T & M basis.

ARTICLE 35 EMPLOYEES

The whistleblower provisions of local law are added to the construction contract. They previously have been attached as a rider.

ARTICLE 38 PAYROLL REPORTS ARTICLE 77 RECORDS RETENTION

Requirements that records be maintained for six years and directions on how such records must be made available.

ARTICLE 42 PARTIAL PAYMENTS

Increased flexibility has been provided for when contractors may submit invoices.

ARTICLE 62 TAX EXEMPTION

The provisions identifying the State tax exemption for municipalities are revised to more clearly describe State law.

POARTY GRADES AT COMPA

l se desperada de la secolo de la propera de la compansa de la compansa de la compansa de la compansa de la co La grava de la compansa de la compa La compansa de la compa

o diferente est afragosa il all'altra parte di perdesa est este sa de la compani.

BEFORE TO EXEMPLE TO THE BEING BY

in de la compara de la com Al compara de la compara d Al compara de la compara de

AND ACTION OF THE SECOND SECTION OF THE SECOND SECO

on a set filita en da los distratas en que el résigna gia a les como en como en en particular en en la como en El filipio de la fermi de la companya de la filipio de la companya de la companya de la companya de la companya

(NO TEXT ON THIS PAGE)

(4) The contraction of the analysis of the contraction of the contr

•	4.33	as Malif	As P	DA A		ja, i	X.) (4.4.)	:-
	griff i	10/11	No sto	v. 1).	, ki 👯	: :	3 3 3 3 1 4	

or the figure of the control of the protection of the control of t

Elektrich die Elektrich in Elektrich von

tors in fact and make have confirmed according to a faile stall contemps.

THE REPORT A STATE OF THE REPORT OF THE

The Part of the American problems of the State of the Part of the American State of the Part of the Part of the American State of th

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURES

INFORMATION FOR BIDDERS

JUNE 2015

(NO TEXT ON THIS PAGE)

VALEGRAM ROLL CARD

MARKET MARKET

à

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

TABLE OF CONTENTS

SECTION 1.	DESCRIPTION AND LOCATION OF WORK	1
SECTION 2.	TIME AND PLACE FOR RECEIPT OF BIDS	1
SECTION 3.	DEFINITIONS	1
SECTION 4.	INVITATION FOR BIDS AND CONTRACT DOCUMENTS	1
SECTION 5.	PRE-BID CONFERENCE	2
SECTION 6.	AGENCY CONTACT	2
SECTION 7.	BIDDER'S OATH	2
SECTION 8.	EXAMINATION AND VIEWING OF SITE,	
	CONSIDERATION OF OTHER SOURCES OF INFORMATION	
	AND CHANGED CONDITIONS	2
SECTION 9.	EXAMINATION OF PROPOSED CONTRACT	3
SECTION 10.	FORM OF BID	3
SECTION 11.	IRREVOCABILITY OF BID	3
SECTION 12.	ACKNOWLEDGMENT OF AMENDMENTS	4
SECTION 13.	BID SAMPLES AND DESCRIPTIVE LITERATURE	4
SECTION 14.	PROPRIETARY INFORMATION/TRADE SECRETS	4
SECTION 15.	PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS	4
SECTION 16.	BID EVALUATION AND AWARD	4
SECTION 17.	LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS	5
SECTION 18.	WITHDRAWAL OF BIDS.	5
SECTION 19.	MISTAKE IN BIDS	5
SECTION 20.	LOW TIE BIDS	6
SECTION 21.	REJECTION OF BIDS	6
SECTION 22.	RIGHT TO APPEAL DETERMINATIONS OF	
	NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND	
	RIGHT TO PROTEST SOLICITATIONS AND AWARD	7
SECTION 23.	AFFIRMATIVE ACTION AND EQUAL	
	EMPLOYMENT OPPORTUNITY	7
SECTION 24.	VENDEX QUESTIONNAIRES	7
SECTION 25.	COMPLAINTS ABOUT THE BID PROCESS	8
SECTION 26.	BID, PERFORMANCE AND PAYMENT SECURITY	8
SECTION 27.	FAILURE TO EXECUTE CONTRACT	9
SECTION 28.	BIDDER RESPONSIBILITIES AND QUALIFICATIONS	9
SECTION 29.	EMPLOYMENT REPORT	10
SECTION 30.	LABOR LAW REQUIREMENTS	10
SECTION 31.	INSURANCE	10
SECTION 32.	LUMP SUM CONTRACTS	11
SECTION 33.	UNIT PRICE CONTRACTS	11
SECTION 34.	EXCISE TAX	11
SECTION 35.	LICENSES AND PERMITS	11
SECTION 36.	MULTIPLE PRIME CONTRACTORS	11
SECTION 37.	LOCALLY BASED ENTERPRISE REQUIREMENTS (LBE)	12
SECTION 38.	BID SUBMISSION REQUIREMENTS	13
SECTION 39.	COMPTROLLER'SCERTIFICATE	14
SECTION 40.	PROCUREMENT POLICY BOARD RULES	14
SECTION 41.	DDC SAFETY REQUIREMENTS	14

i

在中国主教等的主题 电磁键压力

agas en travida abaix a una tribal Mast NO EXPERIENCE A REPORT OF FIRE PROPERTY AND A PROPERTY OF THE

\$10.0 p. 1.50 kg

a territoria de la compania de la c

(NO TEXT ON THIS PAGE)

The control of the co

Not by a two

INFORMATION FOR BIDDERS

1. <u>Description and Location of Work</u>

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-l 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. <u>Invitation For Bids and Contract Documents</u>

- (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) <u>Deposit for Copy of Invitation For Bids Documents</u>: 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) <u>Additional Copies</u>: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

- (A) The bid-shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.
- (B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site

- (A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.
- (B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

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

9. Examination of Proposed Contract

- (A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- (B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.
- (C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

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

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

11. <u>Irrevocability of Bid</u>

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.

<u>Restriction</u>: 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) <u>Mistake Discovered Before Bid Opening</u>: 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) <u>Mistakes Discovered Before Award</u>

- (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) <u>Rejection of All Bids</u>: 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) <u>Submission</u>: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.
- (C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

- (A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:
 - (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
 - (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
 - (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.
- (B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-l 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) <u>Acceptable Types of Security</u>: 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: (I) 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.fins.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) <u>Power of Attorney</u>: 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. <u>Bidder Responsibilities and Qualifications</u>

- (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. <u>Employment Report</u>

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) <u>Records</u>: 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) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: 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. <u>Unit Price Contracts</u>

- (A) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: 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. <u>Multiple Prime Contractors</u>

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,
 - (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 its meets the required percentage.
- (F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.
- (G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.
- 38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

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

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

a a confident was assessed as whom is the Ref.

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

FAILURE TO SUBMIT ITEMS (4) THROUGH (9) MAY RESULT IN THE DISQUALIFICATION OF THE BID.

39. <u>Comptroller's Certificate</u>

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.

al security in Alberta transfer of the section of the comprehensing Military in the first of the contract of the

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

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:

a a series a communicações e exercitados e em como como en em entre en entre en entre entre entre entre entre e

- U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 Protection in Construction, Demolition and Excavation:
- ☐ New York City Construction Codes, Title 28
- □ NYC Department of Transportation Title 34 Chapter 2 Highway Rules
- New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ☐ Manual on Uniform Traffic Control Devices (MUTCD)
- Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

II. PURPOSE

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

III. DEFINITIONS

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

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

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

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

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

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

Daily Safety Job Briefing: Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

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

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

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

Project Site: Those areas indicated in the Contract Documents where the Work is to be performed.

Project Safety Representative: The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor's Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum.

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS - Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

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

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

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

Site Safety Manager: For certain projects, as defined in NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

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

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

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

Work: The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

IV. RESPONSIBILITIES

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

A. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of
 project- related accidents and emergencies, as per DDC's Construction Safety Emergency and
 Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.

- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in
 compliance with the contractor's Site Safety Plan, applicable federal, state or local codes or any
 condition that presents a potential risk of injury to the public or workers or possible damage to
 property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date or as otherwise
 directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the
 Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be
 revised and updated as necessary.
- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented
 formal and informal training and/or other communications. Conduct and document weekly safety
 meetings and daily job briefing sessions for the duration of the project. Documentation to be provided
 to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will
 be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety
 Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and
 Project Safety Manager, shall be available upon request. DDC reserves the right to request that the
 Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any
 time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records
 (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the
 RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the
 project, and available for review. Prior to performing any work on DDC project all employees shall
 have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction
 safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel
 erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise
 provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and

controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.

- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours
 after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or
 evidence related to the accident. Exception: Immediate emergency procedures taken to secure
 structures, temporary construction, operations, or equipment that pose a continued imminent danger or
 facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested information within 15 days.

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

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and

Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and

Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification,

experienced on or near Contractor's worksite within the last three (3) years; and
Criteria 5:

Past safety performance on DDC projects (accidents; status of safety program and site

safety plan submittals; etc.)
Criteria 6: OSHA violation history for the last three (3) years;

Criteria 7: Contractor shall provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program Contractor's corporate training program.
- Hazard Corrective Actions Criteria for safety inspections, identification of safety noncompliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools Hand and Power
- Signs, Signals, and Barricades
- Scaffold Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders

- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

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

- Project Work Scope Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization Contractor's organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education OSHA 10 Hours training, requirements for daily safety briefings
 and weekly safety meetings, any work task specific training, responsible staff for implementation
 of training program for the project.
- Job Hazard Analysis (JHA) Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor's name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation Accident/incident notification procedure of DDC project staff.
 Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation Competent person, license and qualification requirements, type
 of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.

- Welding and Cutting project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan Project specific MPT plan, flagmen training.
- Steel Erection Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances Safety procedures for substances to be used on project.
- Noise Mitigation Plan Completed project specific Noise Mitigation Plan.
- Confined Space Program Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment Type of construction vehicles/heavy equipment to be used on site
- Dust Mitigation Plan Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

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

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

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

VIII. EVALUATION DURING WORK IN PROGRESS

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

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/NYC-COSH/OSHA/EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

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

and Alexandria (1994) et dell'estre de la serva de la capación de la capación de la capación de la capación de Anticología de la Capación de la Alexandria de la capación de la Alexandria de la Capación de la capación de l Alexandria de la Capación de la Cap

Commission of the Commission

DECEMBER 2013

(NO TEXT ON THIS PAGE)

的复数 医多种性皮肤 医皮肤

TABLE OF CONTENTS

CHAPTER I					
THE CONTRA	ACT AND DEFINITIONS				
ARTICLE 1.	THE CONTRACT	1			
ARTICLE 2.	DEFINITIONS	1			
		•			
CHAPTER II					
THE WORK A	ND ITS PERFORMANCE				
ARTICLE 3.	CHARACTER OF THE WORK	4			
ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION					
ARTICLE 5.	COMPLIANCE WITH LAWS	4 5			
ARTICLE 6.	INSPECTION	10			
ARTICLE 7.	PROTECTION OF WORK AND OF PERSONS AND				
	PROPERTY; NOTICES AND INDEMNIFICATION	11			
CHAPTER III					
TIME PROVIS	TONG				
I LIVIE PROVIS	<u>10/18</u>				
ARTICLE 8.	COMMENCEMENT AND PROSECUTION OF THE WORK	12			
ARTICLE 9.	PROGRESS SCHEDULES	12			
ARTICLE 10.	REQUESTS FOR INFORMATION OR APPROVAL	13			
ARTICLE 11.	NOTICE OF CONDITIONS CAUSING DELAY AND	.13			
	DOCUMENTATION OF DAMAGES CAUSED BY DELAY	13			
ARTICLE 12.	COORDINATION WITH OTHER CONTRACTORS	13 17			
ARTICLE 13.	EXTENSION OF TIME FOR PERFORMANCE	18			
ARTICLE 14.	COMPLETION AND FINAL ACCEPTANCE OF THE WORK	21			
ARTICLE 15.	LIQUIDATED DAMAGES	22			
ARTICLE 16.	OCCUPATION OR USE PRIOR TO COMPLETION	22			
•					
CHAPTER IV	· · · · · · · · · · · · · · · · · · ·				
SUBCONTRAC	TS AND ASSIGNMENTS				
ARTICLE 17.	SUBCONTRACTS	شيد			
ARTICLE 17.	ASSIGNMENTS	23			
**************************************	VORTAINIEM 19	25			

TABLE OF CONTENTS

CHAPTER V	ACCECUDITY AND CHADANTY	A NAME OF STREET
CONTRACTOR	YS SECURITY AND GUARANTY	
ARTICLE 19.	SECURITY DEPOSIT	26
ARTICLE 20.	PAYMENT GUARANTEE	26
ARTICLE 21.	RETAINED PERCENTAGE	29
ARTICLE 22.	INSURANCE	29
ARTICLE 23.	MONEY RETAINED AGAINST CLAIMS	35
ARTICLE 24.	MAINTENANCE AND GUARANTY	36
	millioning of the select Advisors	
,	要把证据 · 查班美国 · 第三年的 · 第三年的	1, 5, 4, 33
CHAPTER VI	THE ROOM OF THE PROPERTY OF THE PROPERTY OF	4 3,400
<u>CHANGES, EX</u>	TRA WORK AND DOCUMENTATION OF CLAIM	
·		0.7
ARTICLE 25.	CHANGES	37
ARTICLE 26.	METHODS OF PAYMENT FOR OVERRUNS AND	25
	EXTRA WORK	37 40
ARTICLE 27.	RESOLUTION OF DISPUTES	40
ARTICLE 28.	RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR	44
	WORK ON A TIME & MATERIALS BASIS	44 45
ARTICLE 29.	OMITTED WORK	. 45
ARTICLE 30.	NOTICE AND DOCUMENTATION OF COSTS AND	45
	DAMAGES; PRODUCTION OF FINANCIAL RECORDS	40
	是因此是整个数据,不是自由的数据的证据。如何被引作。于1000年至	ast altiM
CITTA DODINO STEE	经国际基础基础 医克里特斯 网络西哥斯德尔克克 计划注意等的	
CHAPTER VII	HE RESIDENT ENGINEER, THE ENGINEER	
	T AND THE COMMISSIONER	
OR ARCHITEC	1 AND THE COMMISSIONER	100
ARTICLE 31.	THE RESIDENT ENGINEER	46
ARTICLE 31.	THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	47
ARTICLE 32.	THE COMMISSIONER	47
ARTICLE 34.	NO ESTOPPEL	48
ARTICEE 54.	NO ESTOTABLE	
		isis aligida
CHAPTER VIII	· · · · · · · · · · · · · · · · · · ·	
LABOR PROVI	SIONS	
ARTICLE 35.	EMPLOYEES	48
ARTICLE 36.	NO DISCRIMINATION	50
ARTICLE 37.	LABOR LAW REQUIREMENTS	52
ARTICLE 38.	PAYROLL REPORTS	57
ARTICLE 39.	DUST HAZARDS	58

TABLE OF CONTENTS

CHAPTER IX						
PARTIAL AN	<u>D FINAL PAYMENTS</u>					
4 70 TOTAL TO 40						
ARTICLE 40.	CONTRACT PRICE	58				
ARTICLE 41.	BID BREAKDOWN ON LUMP SUM	58 58				
ARTICLE 42. PARTIAL PAYMENTS						
ARTICLE 43.	PROMPT PAYMENT	59 59				
ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT						
ARTICLE 45.						
ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT						
ARTICLE 47.	APPROVAL BY PUBLIC DESIGN COMMISSION	62				
CHADTED W						
CHAPTER X	33.4 CL 15.373.71 4 17.78 703					
CUNTRACTO	R'S DEFAULT					
ARTICLE 48.	COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR					
	IN DEFAULT	62				
ARTICLE 49.	EXERCISE OF THE RIGHT TO DECLARE DEFAULT	64				
ARTICLE 50.	QUITTING THE SITE	64 -				
ARTICLE 51.	COMPLETION OF THE WORK	64				
ARTICLE 52.	PARTIAL DEFAULT	64				
ARTICLE 53.	PERFORMANCE OF UNCOMPLETED WORK	65				
ARTICLE 54.	OTHER REMEDIES	65				
OT A DOTTED TO						
CHAPTER XI	OTIG BROKEGOVA					
MISCELLANE	OUS PROVISIONS					
ARTICLE 55.	CONTRACTOR'S WARRANTIES	66				
ARTICLE 56.	CLAIMS AND ACTIONS THEREON	66				
ARTICLE 57.	INFRINGEMENT	66				
ARTICLE 58.	NO CLAIM AGAINST OFFICERS, AGENTS OR					
	EMPLOYEES	67				
ARTICLE 59.	SERVICE OF NOTICES	67				
ARTICLE 60.	UNLAWFUL PROVISIONS DEEMED STRICKEN					
A TORRESCIE WE CO	FROM CONTRACT	67				
ARTICLE 61.	ALL LEGAL PROVISIONS DEEMED INCLUDED	67				
ARTICLE 62.	TAX EXEMPTION	67				
ARTICLE 63.	INVESTIGATION(S) CLAUSE	69				
ARTICLE 64.	TERMINATION BY THE CITY CHOICE OF LAW CONSTRUCTION HUDIONICTION	71				
ARTICLE 65.	CHOICE OF LAW, CONSENT TO JURISDICTION					
	AND VENUE	73				

TABLE OF CONTENTS

CHAPTER XI (CONT'D) MISCELLANEOUS PROVISIONS

		A STATE OF THE STA	a a company a substituti di salah	and the state of the
ARTICLE 66.	PARTICIPATION IN A	N INTERNATIONAL BOYCO	rr 74	
ARTICLE 67.	LOCALLY BASED ENT	TERPRISE PROGRAM	74	
ARTICLE 68.	ANTITRUST	A Partie A	75	
ARTICLE 69.	MACBRIDE PRINCIPI		75	
ARTICLE 70		NYC DEVELOPMENT HUB		
ARTICLE 71.	PROHIBITION OF TRO	OPICAL HARDWOODS	77 (14 6 32 34
ARTICLE 72.	CONFLICTS OF INTE	REST STATE OF THE		THE EAST
ARTICLE 73.	MERGER CLAUSE	15 m	78	.* •
ARTICLE 74.	STATEMENT OF WOR		78	
ARTICLE 75.	COMPENSATION TO	BE PAID TO CONTRACTOR	78	
ARTICLE 76:	ELECTRONIC FUNDS	TRANSFER	78	
ARTICLE 77:	RECORDS RETENTIO	· • ·	79	
ARTICLE 78:		MINORITY-OWNED AND WO		
	BUSINESS ENTERPRI	SES IN CITY PROCUREMENT	r 79	
		1 1		
SIGNATURES	्र संस्थात कृष्टिका के विश्वास	in the second	4845515555 87	
	GMENT BY CORPORATI		88	
	GMENT BY PARTNERSH		88	
	GMENT BY INDIVIDUAL		88	*
	GMENT BY COMMISSIO		89	**
	GWENT BI COMMISSIO	// (<u> </u>	
AUTHORITY		e e e e e e e e e e e e e e e e e e e	90	
	ER'S CERTIFICATE	· 通常的自然不同等的自然的等等不同。	90	
MAYOR'S CER			91	
PERFORMANO	····		92	
PERFORMANO		•	96	
PAYMENT BO	ND		100	S. SAN HELEVAN
	•			化电子电阻 化氯化二氯化二氯化二氯化二氯化

ERROR MARKE.

化对抗性 经经济的 医囊膜 医皮肤 医皮肤 化

WITNESSETH:

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

CHAPTER I THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

- 1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:
 - 1.1.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;
 - 1.1.2 The Contract Drawings and Specifications;
 - 1.1.3 The General Conditions and Special Conditions, if any;
 - 1.1.4 The Contract;
 - 1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;
 - 1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.
- 1.2 Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner of the Agency that is entering into this Contract, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

- 2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:
 - 2.1.1 "Addendum" or "Addenda" shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.
 - 2.1.2 "Agency" shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.
 - 2.1.3 "Agency Chief Contracting Officer" (ACCO) shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

- 2.1.4 "Allowance" shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, e.g., lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.
- 2.1.5 "City" shall mean the City of New York.
- 2.1.6 "City Chief Procurement Officer" (CCPO) shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.
- 2.1.7 "Commissioner" shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.
- 2.1.8 "Comptroller" shall mean the Comptroller of the City of New York.
- 2.1.9 "Contract" or "Contract Documents" shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.
- 2.1.10 "Contract Drawings" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.
- 2.1.11 "Contract Work" shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.
- 2.1.12 "Contractor" shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.
- 2.1.13 "Days" shall mean calendar days, except where otherwise specified.
- 2.1.14 "Engineer" or "Architect" or "Project Manager" shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.
- 2.1.15 "Engineering Audit Officer" (EAO) shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.
- 2.1.16 "Extra Work" shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.
- 2.1.17 "Federal-Aid Contract" shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

- 2.1.18 "Final Acceptance" shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- 2.1.19 "Final Approved Punch List" shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.20 "Law" or "Laws" shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.
- 2.1.21 "Materialman" shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.
- 2.1.22 "Means and Methods of Construction" shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.23"Notice to Proceed" or "Order to Work" shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.
- 2.1.24 "Other Contractor(s)" shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.
- 2.1.25 "Payroll Taxes" shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.26 "Project" shall mean the public improvement to which this Contract relates.
- 2.1.27 "Procurement Policy Board" (PPB) shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- 2.1.28 "Required Quantity" in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.
- 2.1.29 "Resident Engineer" shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.
- 2.1.30 "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
- 2.1.31 "Small Tools" shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

- 2.1.32 "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.
- 2.1.33 "Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.
- 2.1.34 "Substantial Completion" shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the Final Approved Punch List.
- 2.1.35 "Work" shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

- 4.1 Unless otherwise expressly provided in the Contract Drawings, Specifications, and Addenda, the Means and Methods of Construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to reject the Means and Methods of Construction proposed by the Contractor which in the opinion of the Engineer:
 - 4.1.1 Will constitute or create a hazard to the Work, or to persons or property; or
 - 4.1.2 Will not produce finished Work in accordance with the terms of the Contract; or
 - 4.1.3 Will be detrimental to the overall progress of the **Project**.
- 4.2 The Engineer's approval of the Contractor's Means and Methods of Construction, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

- 5.1 The Contractor shall comply with all Laws applicable to this Contract and to the Work to be done hereunder.
- 5.2 Procurement Policy Board Rules: This Contract is subject to the Rules of the PPB ("PPB Rules") in effect at the time of the bid opening for this Contract. In the event of a conflict between the PPB Rules and a provision of this Contract, the PPB Rules shall take precedence.
 - 5.3 Noise Control Code provisions.
 - 5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the City ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the City Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the City Department of Environmental Protection.
 - 5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 et seq. In accordance with such provisions, the Contractor, if the Contractor is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each Site, in which the Contractor shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the Contractor cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the City Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No Contract Work may take place at a Site unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the Contractor shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.
- 5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the Contractor specifically agrees as follows:
 - 5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:
 - 5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a City Agency, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.
 - 5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.
 - 5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

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

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

- 5.4.2(a) All Contractors shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this Contract.
- 5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), Contractors may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the City Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of Agencies and Contractors. Any such determination shall expire after six (6) months unless renewed.
- 5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the City Agency letting this Contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this Contract, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) Days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the City Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

- 5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the City Agency letting this Contract.
- 5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

- 5.4.3(a) All Contractors shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this Contract. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, Contractors shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The Contractor shall fully document all steps in the best available technology selection process and shall furnish such documentation to the City Agency or the DEP Commissioner upon request. The Contractor shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.
- 5.4.3(b) No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.
- 5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.
- 5.4.3(d) The Contractor shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:
 - 5.4.3(d)(i) Where the City Agency makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.
 - 5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.
 - 5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the Contractor shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

- 5.4.3(d)(iv) The Contractor shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the ACCO of the City Agency letting this Contract. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) Days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the City Agency renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.
- 5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.
- 5.4.4 Section 24-163 of the Administrative Code. The Contractor shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

- 5.4.5(a) The Contractor's compliance with Article 5.4 may be independently monitored. If it is determined that the Contractor has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the City shall be reimbursed by the Contractor.
 - 5.4.5(b) Any Contractor who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such Contractor for failure to comply with Article 5.4.
 - 5.4.5(c) No Contractor shall make a false claim with respect to the provisions of Article 5.4 to a City Agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

5.4.6 Reporting

- 5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the Contractor shall report to the City Agency the following information:
 - 5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
 - 5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;
 - 5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

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

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

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

- 5.4.6(b) The Contractor shall submit the information required by Article 5.4.6(a) at the completion of Work under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover Work performed during the preceding fiscal year (July 1 June 30).
- 5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:
 - 5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:
 - 5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.
 - 5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.
 - 5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.
 - 5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

- 5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).
- 5.5.2 Requirements. Contractors and Subcontractors are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.
- 5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor**, and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.
- 5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the Work, the Contractor and any Subcontractor shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.
- 5.8 Environmentally Preferable Purchasing. The Contractor shall ensure that products purchased or leased by the Contractor or any Subcontractor for the Work that are not specified by the City or are submitted as equivalents to a product specified by the City comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

- 6.1 During the progress of the Work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the City every reasonable, safe, and proper facility for inspecting all Work done or being done at the Site and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.
- 6.2 The Contractor's obligation hereunder shall include the uncovering or taking down of finished Work and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if Work thus exposed proves satisfactory, and if the Contractor has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article 26. If the Work thus exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.
- 6.3 Inspection and approval by the Commissioner, the Engineer, Project Manager, or Resident Engineer, of finished Work or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such Work may have been previously approved and paid for. Such corrective Work is Contract Work and shall not be deemed Extra Work.

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

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

- 7.1 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such Work at the Contractor's sole cost and expense, as directed by the Resident Engineer. The obligation to deliver finished Work in strict accordance with the Contract prior to Final Acceptance shall be absolute and shall not be affected by the Resident Engineer's approval of, or failure to prohibit, the Means and Methods of Construction used by the Contractor.
- 7.2 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's, and/or its Subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the Site suitable and sufficient protection such as lights, barricades, and enclosures.
- 7.3 The Contractor shall comply with the notification requirements set forth below in the event of any loss, damage or injury to Work, persons or property, or any accidents arising out of the operations of the Contractor and/or its Subcontractors under this Contract.
 - 7.3.1 The Contractor shall make a full and complete report in writing to the Resident Engineer within three (3) Days after the occurrence.
 - 7.3.2 The Contractor shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the City and/or the Engineer, Architect, or Project Manager are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."
 - 7.3.2(a) Whenever such notice is sent under a policy on which the City is an Additional Insured, the Contractor shall provide copies of the notice to the Comptroller, the Commissioner and the City Corporation Counsel. The copy to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street Room 1222, New York, New York, 10007. The copy to the Commissioner shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the City Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- 7.3.2(b) If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.
- 7.4 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold the City, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Contractor and/or its Subcontractors in the performance of this Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of this Contract or of the Law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.
 - 7.4.1 Indemnification under Article 7.4 or any other provision of the Contract shall operate whether or not Contractor or its Subcontractors have placed and maintained the insurance specified under Article 22.
- 7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

- 9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and
- 9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and
- 9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and
- 9.1.4 The estimated amount in dollars the Contractor will claim on a monthly basis.
- 9.2 The proposed schedule shall be revised as directed by the Engineer, until finally approved by the Engineer, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the Contractor.
- 9.3 If the Contractor shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional Means and Methods of Construction, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the Contract shall not create any liability for the City if the approved progress schedule is not met.
- 9.4 The Contractor will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

- 10.1 From time to time as the Work progresses and in the sequence indicated by the approved progress schedule, the Contractor shall submit to the Engineer a specific request in writing for each item of information or approval required by the Contractor. These requests shall state the latest date upon which the information or approval is actually required by the Contractor, and shall be submitted in a reasonable time in advance thereof to provide the Engineer a sufficient time to act upon such submissions, or any necessary re-submissions thereof.
- 10.2 The Contractor shall not have any right to an extension of time on account of delays due to the Contractor's failure to submit requests for the required information or the required approval in accordance with the above requirements.

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

- 11.1 After the commencement of any condition which is causing or may cause a delay in completion of the Work, including conditions for which the Contractor may be entitled to an extension of time, the following notifications and submittals are required:
 - 11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

- 11.1.2 If the Contractor shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. On failure of the Contractor to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action arising under or by reason of this Contract shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.
- 11.1.3Within 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
 - 11.7.3.1Profit, or loss of anticipated or unanticipated profit;
 - 11.7.3.2Consequential 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 CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT 17 DDC

December 2013

the City for any damages relating to or arising out of any directions issued by the Engineer pursuant to this Article 12 (including but not limited to the failure of any Other Contractor to comply or promptly comply with such directions), or the failure of the Engineer to issue any directions, or the failure of any Other Contractor to coordinate its work, or the default in performance of any Other Contractor.

- 12.4 The Contractor shall indemnify and hold the City harmless from any and all claims or judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly; and the Comptroller shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the Contractor's failure to comply with the Engineer's directions promptly. Insofar as the facts and Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.
- 12.5 Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the City for the performance of work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such Other Contractor, the Contractor shall have no claim against the City for such damage, but shall have a right to recover such damage from the Other Contractor under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such Other Contractors:
 - 12.5.1 Should any Other Contractor having or who shall hereafter have a contract with the City for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such Other Contractor for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the City shall be allowed the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the City harmless from all such claims. Insofar as the facts and Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.
- 12.6 The City's right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by Contract or by Law.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

- 13.1 If performance by the Contractor is delayed for a reason set forth in Article 13.3, the Contractor may be allowed a reasonable extension of time in conformance with this Article 13 and the PPB Rules.
- 13.2 Any extension of time may be granted only by the ACCO or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the Contractor.
- 13.3 Grounds for Extension: If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the Work caused solely:
 - 13.3.1 By the acts or omissions of the City, its officials, agents or employees; or

- 13.3.2 By the act or omissions of Other Contractors on this Project; or
- 13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).
- 13.3.4 The Contractor shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the ACCO or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of Articles 9 and 10.
- 13.4 The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work as determined by the ACCO or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.
- 13.5 The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.
- 13.6 The ACCO or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.
- 13.7 Permitting the Contractor to continue with the Work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.
 - 13.8 Application for Extension of Time:
 - 13.8.1 Before the Contractor's time extension request will be considered, the Contractor shall notify the ACCO of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the ACCO identifying:
 - 13.8.1(a) The Contractor; the registration number; and Project description;
 - 13.8.1(b) Liquidated damage assessment rate, as specified in the Contract;
 - 13.8.1(c) Original total bid price;
 - 13.8.1(d) The original Contract start date and completion date;
 - 13.8.1(e) Any previous time extensions granted (number and duration); and
 - 13.8.1(f) The extension of time requested.
 - 13.8.2 In addition, the application for extension of time shall set forth in detail:
 - 13.8.2(a) The nature of each alleged cause of delay in completing the Work;

- 13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;
- 13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and
- 13.8.2(d) A statement indicating the Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

- 13.9.1 For time extensions for partial payments, a written determination shall be made by the ACCO who may, for good and sufficient cause, extend the time for the performance of the Contract as follows:
 - 13.9.1(a) If the Work is to be completed within six (6) months, the time for performance may be extended for sixty (60) Days;
 - 13.9.1(b) If the Work is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) Days may be granted;
 - 13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or
 - 13.9.1(d) If exceptional circumstances exist, the ACCO may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the ACCO shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.
- 13.9.2 For extensions of time for Substantial Completion and final completion payments, the Engineer, in consultation with the ACCO, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this Contract). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the Agency contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.
- 13.9.3 Approval Mechanism for Time Extensions for Substantial Completion or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the ACCO of the Agency, the City Corporation Counsel, and the Comptroller, or their authorized representatives.

- 13.9.4 Neither the granting of any application for an extension of time to the Contractor or any Other Contractor on this Project nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the Contractor or its attorneys in any action or proceeding.
- 13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

- 14.1 Date for **Substantial Completion:** The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.
- 14.2 Determining the Date of Substantial Completion: The Work will be deemed to be substantially complete when the two conditions set forth below have been met.
 - 14.2.1 Inspection: The Engineer has inspected the Work and has made a written determination that it is substantially complete.
 - 14.2.2 Approval of Final Approved Punch List and Date for Final Acceptance: Following inspection of the Work, the Engineer shall furnish the Contractor with a final punch list, specifying all items of Work to be completed and proposing dates for the completion of each specified item of Work. The Contractor shall then submit in writing to the Engineer within ten (10) Days of the Engineer furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of Work. If the Contractor proposes alternative dates, then, within a reasonable time after receipt, the Engineer, in a written notification to the Contractor, shall approve the Contractor's completion dates or, if they are unable to agree, the Engineer shall establish dates for the completion of each item of Work. If the Contractor neither accepts the dates nor proposes alternative dates within ten (10) Days, the schedule proposed by the Engineer shall be deemed accepted. The latest completion date specified shall be the date for Final Acceptance of the Work.
- 14.3 Date of Substantial Completion. The date of approval of the Final Approved Punch List, shall be the date of Substantial Completion. The date of approval of the Final Approved Punch List shall be either (a) if the Contractor approves the final punch list and proposed dates for completion furnished by the Engineer, the date of the Contractor's approval; or (b) if the Contractor neither accepts the dates nor proposes alternative dates, ten (10) Days after the Engineer furnishes the Contractor with a final punch list and proposed dates for completion; or (c) if the Contractor proposes alternative dates, the date that the Engineer sends written notification to the Contractor either approving the Contractor's proposed alternative dates or establishing dates for the completion for each item of Work.
- 14.4 Determining the Date of Final Acceptance: The Work will be accepted as final and complete as of the date of the Engineer's inspection if, upon such inspection, the Engineer finds that all items on the Final Approved Punch List are complete and no further Work remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

- 14.5 Request for Inspection: Inspection of the Work by the Engineer for the purpose of Substantial Completion or Final Acceptance shall be made within ten (10) Days after receipt of the Contractor's written request therefor.
- 14.6 Request for Re-inspection: If upon inspection for the purpose of Substantial Completion or Final Acceptance, the Engineer determines that there are items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection. If upon re-inspection, the Engineer determines that the Work is substantially complete or finally accepted, the date of such re-inspection shall be the date of Substantial Completion or Final Acceptance. Re-inspection by the Engineer shall be made within ten (10) Days after receipt of the Contractor's written request therefor.
- 14.7 Initiation of Inspection by the Engineer: If the Contractor does not request inspection or reinspection 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. For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of Subcontractor's Work, start and end date of the subcontract and identification of the Subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each Subcontractor within 30 days of making the payment. If any of the required information changes throughout the Term of the Contract, Contractor will be required to revise the information in the system.

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

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

- 17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.
- 17.5 The Commissioner will notify the Contractor in writing whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Contractor may submit another proposed Subcontractor unless the Contractor decides to do the Work. No Subcontractor shall be permitted to enter or perform any work on the Site unless approved.
- 17.6 Before entering into any subcontract hereunder, the Contractor shall provide the proposed Subcontractor with a complete copy of this document and inform the proposed Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Work to be performed and the materials to be furnished under such subcontract, and every such Subcontractor shall expressly stipulate that all labor performed and materials furnished by the Subcontractor shall strictly comply with the requirements of this Contract.
- 17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.
- 17.8 The Commissioner's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractor and of such Subcontractor's officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- 17.9 If the Subcontractor fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the Contractor's failure to make payments where required) to perform the Work in accordance with the terms and conditions of this Contract, the Contractor shall promptly notify the Commissioner and replace such Subcontractor with a newly approved Subcontractor in accordance with this Article 17.
- 17.10 The Contractor shall be responsible for ensuring that all Subcontractors performing Work at the Site maintain all insurance required by Law.
- 17.11 The Contractor shall promptly, upon request, file with the Engineer a conformed copy of the subcontract and its cost. The subcontract shall provide the following:
 - 17.11.1 Payment to Subcontractors: The agreement between the Contractor and its Subcontractor shall contain the same terms and conditions as to method of payment for Work, labor, and materials, and as to retained percentages, as are contained in this Contract.
 - 17.11.2 Prevailing Rate of Wages: The agreement between the Contractor and its Subcontractor shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.
 - 17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the Contractor and a Subcontractor in excess of fifty thousand (\$50,000) dollars shall include a provision that the Subcontractor shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 et seq.).

- 17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the Work.
- 17.12 The Commissioner may deduct from the amounts certified under this Contract to be due to the Contractor, the sum or sums due and owing from the Contractor to the Subcontractors according to the terms of the said subcontracts, and in case of dispute between the Contractor and its Subcontractor, or Subcontractors, as to the amount due and owing, the Commissioner may deduct and withhold from the amounts certified under this Contract to be due to the Contractor such sum or sums as may be claimed by such Subcontractor, or Subcontractors, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.
- 17.13 On contracts where performance bonds and payment bonds are executed, the Contractor shall include on each requisition for payment the following data: Subcontractor's name, value of the subcontract, total amount previously paid to Subcontractor for Work previously requisitioned, and the amount, including retainage, to be paid to the Subcontractor for Work included in the requisition.
- 17.14 On Contracts where performance bonds and payment bonds are not executed, the Contractor shall include with each requisition for payment submitted hereunder, a signed statement from each and every Subcontractor and/or Materialman for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the Subcontractor and/or Materialman for whom payment is requested and shall (i) verify that such Subcontractor and/or Materialman has been paid in full for all Work performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

- 18.1 The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this Contract, unless the previous written consent of the Commissioner shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.
- 18.2 Such assignment, transfer, conveyance or other disposition of this Contract shall not be valid until filed in the office of the Commissioner and the Comptroller, with the written consent of the Commissioner endorsed thereon or attached thereto.
- 18.3 Failure to obtain the previous written consent of the Commissioner to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this Contract. The City shall thereupon be relieved and discharged from any further liability to the Contractor, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the Contract, except so much as may be required to pay the Contractor's employees.
- 18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.
- 18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

- 19.1 If performance and payment bonds are required, the City shall retain the bid security to ensure that the successful bidder executes the Contract and furnishes the required payment and performance security within ten (10) Days after notice of the award of the Contract. If the successful bidder fails to execute the Contract and furnish the required payment and performance security, the City shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the Contract and furnishes the required payment and performance security, the City shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the Contract by the City.
- 19.2 If performance and payment bonds are not required, the bid security shall be retained by the City as security for the Contractor's faithful performance of the Contract. If partial payments are provided, the bid security will be returned to the Contractor after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this Contract. If partial payments are not provided, the bid security will be released when final payment is certified by the City for payment.
- 19.3 If the Contractor is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the Comptroller may deem necessary, may be retained and then applied by the Comptroller:
 - 19.3.1 To compensate the City for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or
 - 19.3.2 To indemnify the City against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

- 20.1 On Contracts where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.
- 20.2 In the event the terms of this Contract do not require the Contractor to provide a payment bond or where the Contract does not requite 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.
 - 20.4.2In 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 CITY OF NEW YORK

 28 STANDARD CONSTRUCTION CONTRACT

 December 2013

to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

- 21.1 If this Contract requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, five (5%) percent of the value of Work certified for payment in each partial payment voucher.
- 21.2 If this Contract does not require one hundred (100%) percent performance and payment security and if the price for which this Contract was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, five (5%) percent of the value of Work certified for payment in each partial payment voucher.
- 21.3 If this Contract does not require one hundred (100%) percent performance and payment security and if the price for which this Contract was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, up to ten (10%) percent of the value of Work certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

- 22.1 Types of Insurance: The Contractor shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the Contractor is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required Work (including punch list work as certified in writing by the Resident Engineer), except for insurance required pursuant to Article 22.1.4, which may terminate upon Substantial Completion of the Contract. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.
 - 22.1.1 Commercial General Liability Insurance: The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this Contract.

- 22.1.1(a) Such Commercial General Liability Insurance shall name the City as an Additional Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.
- 22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.
- 22.1.1(c) If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the Contractor shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.
- 22.1.1(d) If any of the Work includes repair of a waterborne vessel owned by or to be delivered to the City, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the City.
- 22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The Contractor shall provide, and shall cause its Subcontractors to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract (except for those employees, if any, for which the Laws require insurance only pursuant to Article 22.1.3).
- 22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.
- 22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through Substantial Completion of the Work in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the Commissioner, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.
 - 22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

- 22.1.4(b) Such insurance may be provided through an Installation Floater, at the Contractor's option, if it otherwise conforms with the requirements of this Article 22.1.4.
- 22.1.5 Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
- 22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.
 - 22.1.6(a) Coverage for the City as Additional Insured shall specifically include the City's officials and employees and be at least as broad as provided to the Contractor for this Project.
 - 22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Hull and Machinery Insurance with coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

- 22.1.8 The Contractor shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.
- 22.2 General Requirements for Insurance Coverage and Policies:
 - 22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Corporation Counsel.
 - 22.2.2 The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
 - 22.2.3 In his/her sole discretion, the Commissioner may, subject to the approval of the Comptroller and the City Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.
 - 22.2.4 The City's limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
 - 22.2.5 The Contractor may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
 - 22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

22.3 Proof of Insurance:

- 22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the Contractor shall file proof of insurance in accordance with this Article 22.3 within ten (10) Days of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the Commissioner or ten (10) Days prior to the commencement of the portion of the Work covered by such policy, whichever is earlier.
- 22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.
- 22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to the Commissioner. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the Contract by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.
- 22.3.4 Documentation confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Contract. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.
- 22.3.5 The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

- 22.4.2 The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.
- 22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner. Upon quitting the Site, except as otherwise directed by the Commissioner, the Contractor shall leave all plant, materials, equipment, tools, and supplies on the Site. Contract time shall continue to run during such periods and no extensions of time will be granted. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.
- 22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.
- 22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.
- 22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the Contractor shall at all times fully cooperate with the City with regard to such potential or actual claim.
- 22.5 Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an Additional Insured thereunder, the Contractor shall ensure that the Subcontractor name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.
- 22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

- 22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the Contractor waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its employees, agents, or Subcontractors.
- 22.8 In the event the Contractor utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the Contractor shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.
- 22.9 Materiality/Non-Waiver: The Contractor's failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this Contract or to do anything else required by this Article 22 shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.
- 22.10 Pursuant to General Municipal Law Section 108, this Contract shall be void and of no effect unless Contractor maintains Workers' Compensation Insurance for the term of this Contract to the extent required and in compliance with the New York State Workers' Compensation Law.
- 22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the Contractor of any liability under this Contract, nor shall it preclude the City from exercising any rights or taking such other actions available to it under any other provisions of this Contract or Law.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

- 23.1 If any claim shall be made by any person or entity (including Other Contractors with the City on this Project) against the City or against the Contractor and the City for any of the following:
 - (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the City, which in the opinion of the Comptroller may not be paid by an insurance company (for any reason whatsoever); or
 - (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
 - (c) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with this Contract,

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

23.2 If an action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Comptroller

shall pay such judgment or admitted claim out of the monies retained by the Comptroller under the provisions of this Article 23, and return the balance, if any, without interest, to the Contractor.

ARTICLE 24. MAINTENANCE AND GUARANTY

- 24.1 The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.
- 24.2 As security for the faithful performance of its obligations hereunder, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the Comptroller, or obligations of the City, which the Comptroller may approve as of equal value with the sum so required.
- 24.3 In lieu of the above, the Contractor may make such security payment to the City by authorizing the Commissioner in writing to deduct the amount from the Substantial Completion payment which shall be deemed the deposit required above.
- 24.4 If the Contractor has faithfully performed all of its obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) Days after the expiration of one (1) year from the date of Substantial Completion and acceptance of the Work or within thirty (30) Days after the expiration of the guarantee period fixed in the Specifications. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.
- 24.5 Notice by the Commissioner to the Contractor to repair, replace, rebuild or restore such defective or damaged Work shall be timely, pursuant to this article, if given not later than ten (10) Days subsequent to the expiration of the one (1) year period or other periods provided for herein.
- 24.6 If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged Work promptly after receiving such notice, the Commissioner shall have the right to have the Work done by others in the same manner as provided for in the completion of a defaulted Contract, under Article 51.
- 24.7 If the security payment so deposited is insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.
- 24.8 The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective Work when performed by one other than the Contractor, shall be binding and conclusive upon the Contractor as to the amount thereof.
- 24.9 The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City and shall deliver same to the Commissioner. All of the City's rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the City to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

- 25.1 Changes may be made to this Contract only as duly authorized in writing by the Commissioner in accordance with the Law and this Contract. All such changes, modifications, and amendments will become a part of the Contract. Work so ordered shall be performed by the Contractor.
- 25.2 Contract changes will be made only for Work necessary to complete the Work included in the original scope of the Contract and/or for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work in the Contract.
- 25.3 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:
 - 25.3.1 By applicable unit prices specified in the Contract; and/or
 - 25.3.2 By agreement of a fixed price; and/or
 - 25.3.3 By time and material records; and/or
 - 25.3.4 In any other manner approved by the CCPO.
- 25.4 All payments for change orders are subject to pre-audit by the Engineering Audit Officer and may be post-audited by the Comptroller and/or the Agency.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

- 26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the Contractor is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.
 - 26.1.1For 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.
 - 26.1.2If 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) x (HP rating) x (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) x (HP rating) x (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 CITY OF NEW YORK

 39 STANDARD CONSTRUCTION CONTRACT

 December 2013

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 CITY OF NEW YORK

 42 STANDARD CONSTRUCTION CONTRACT December 2013

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.

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 CITY OF NEW YORK

 44 STANDARD CONSTRUCTION CONTRACT

 December 2013

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 CITY OF NEW YORK

 48 STANDARD CONSTRUCTION CONTRACT DECEmber 2013

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

CITY OF NEW YORK

December 2013

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

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

55

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 CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT 56 DDC

December 2013

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 CITY OF NEW YORK

61 STANDARD CONSTRUCTION CONTRACT

December 2013

DDC

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
 - 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 prepaid 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 CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT DDC

December 2013

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 CITY OF NEW YORK

 75

 TANDARD CONSTRUCTION CONTRACT

 December 2013

- (\$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 asses, 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 in default and/or terminate this Contract for cause and procure supplies, services or Work from another source in the manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirement Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the Agency for the uncompleted term of Contractor's Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights and remedies the Agency has pursuant to this Contract or by operation of Law.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The Contractor shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this Contract except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered _______.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of:

| hree Million + hree unared eight for and Dollars, (\$3,380,741,00), 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.

| Seven hundred forty-seven dollars

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 CITY OF NEW YORK

78 STANDARD CONSTRUCTION CONTRACT
DDC

December 2013

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

<u>PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD</u> 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.
- THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.
- 5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.
- 6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

- 7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.
- 8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.
- 9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.
- 10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.
- (b) To apply for a full or partial waiver of the Participation Goals, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at 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;
- 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.

- 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.
- 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.

the and the contract of the co

For the first of the control of the

againe de la companya de la company La companya de la co La companya de la co

ranging the arrest time of the more research was respectively for the results

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.

Contractor.	
	THE CITY OF NEW YORK
	By:Commissioner
	CONTRACTOR: Dragonetti Brothers Landscaping, Muivery, Florist In By: (Member of Firm or Officer of Corporation)
	Title: freshert
Where Contractor is a Corporation, add): Attest:	
Secretary	
	(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION State of New York County of Queens On this 2011 day of Vccc 144, 2017, before me personally came Mich to me known who, being by me duly sworn did depose and say that he resides at _ 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 Notary Public of Registration #01AY5014042 Qualified in Queens County Commission Expires July 15, 2 ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP State of ______ County of _____ ss: On this ______, _____, 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 County of ss: On this _____, ___, 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.

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT
December 2013

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York	County of	Rugens	ss:			
On this 11th day of 11th to me known, and known to The City of New York, the pand acknowledged to me the	ber, AND, before the Deputy Coperson described:	ore me personally ommissioner of th as such in and wh	ne Departm ho as such	ent of De executed	the foregoing instrume	ent
mentioned.				7		
	Nota	ry Public de Com	imissioner	of Deeds		

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

AUTHORITY

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

DATED DATED

APPROPRIATION COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to
Three million three hundred eighty thrusand
soven hymered farty reven dollars
Dollars (\$ <u>3,380,747.00</u>)
is chargeable to the fund of the Department of Design and Construction entitled Code
Department of Design and Construction
I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.
Jan &
Deputy Commissioner
COMPTROLLER'S CERTIFICATE
The City of New York
Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:
\$
Comptroller

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

Performance Bond #1 (Pages 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 wo, DRAGONETTI BROTHERS LANDSCAPING.	NURSERY & FLORIST, INC.
129 Louisiana Avenue	
Brooklyn, NY 11207	
hereinafter referred to as the "Principal," and, INTERNATIONAL FIDELITY INSURANCE CO.	
Newark Center	
Newark, NJ 07102	
noreinafter referred to as the "Surety" ("Sureties") are held a YORK, hereinafter referred to as the "City" or to its successors and the successors of **One Million Six Hundred Ninety Thousand Three H	and assigns in the penal sum
\$ 1,690,373.50 Dollars, lawful money of said sum of money well and truly to be made, we, and each administrators, successors and assigns, jointly and severally, firm	f the United States for the payment of whice of us, bind ourselves, our heirs, executorinly by these presents.
VHEREAS, the Principal is about to enter, or has entered, into	a Contract in writing with the City for
FMS ID: HWS17CW1 - E-PIN: 85017B0081001 - DDC I	
Installation of Sidewalks, Adjacent Curbs and Pedestrian Various Locations - Citywide (Brooklyn & Queens)	ns Ramps as Necessary in
a copy of which Contract is annexed to and hereby made a par full; NOW, THEREFORE, the conditions of this obligated representatives or assigns, shall well and faithfully perform transforms, additions and alterations thereto that may hereaft	on are such that if the Principal, his or it the said Contract and all modifications

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT
December 2013

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 rull 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 demages 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 Surery (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

18tn	day c	of Deci	SHIDCI	· ·	20_1 /	·····		
(Scal)				•				
DRAGON	ETTI BROTH	ERS LA	NDSCAPIN	i g∕ Nursery	Y & FLOR	IST, INC	(L.S.)	÷
				/// P	rincipal		,(
•			-	出工				
			Ву:					
(Seal)					urety			
			INTER	NATIONALE	DELITE	INSURAN	VEE CO	ō. ``
				107			مراه	A PERSONAL PROPERTY OF THE PERSONAL PROPERTY O
:			By:		-/6			
N			Cari	W. Bull, Atto				-
(Scal)				. 3	urety			
• 			Ву:				·	
:	•							
(Seal)				. Š	urety		ř	
			Ву:			-		1
•			, , , , , , , , , , , , , , , , , , ,					
(Seal)				S	urety			
,			_	•				
			Ву:		·	·····		
(Seal)			,	-8	urety			
(544)					**************************************			
			Ву:		-			
•								
Bond Premium Rate	Scaled	·						
Bond Premium Cost	\$21,235.00			·				
						Egist Martine	4	
f the Contractor (Prin	icipal) is a paitii	ership, ti	ie bond snou	ld be signed by	cach of the	: individual	is who a	ire .

parmers.

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.

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT December 2013

Performance Boud #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 PERFORMANCE BOND #1 (Page 4) EDGMENT OF PRINCIPAL IF A CORPORATION before me personally to me known, who, being by me duly sworp did depose and say that he/she resides that he/she is the Mc Slow 2236 65/04 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. JOHN GALANTE NOTARY PUBLIC STATE OF NEW YORK Aprary Public or Commissioner of Deeds. 01GA6143600 NERSEMESSAU COUNTY ACKNOWLEDGMENT OF PRINCIPAL IF A County of State of day of __ before me personally On this to me known, who, being by me duly sworn did dispose and say that he/she resides that he/shc is , 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 County of State of On this to me known, who, being by me duly sworn did depose and say that he/she resides , 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 Bach executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT
December 2013

95

Acknowledgment of Surety

State of	New Jersey			
County of_	Hudson	ss.:)		
On this_	18th day of	December	2017	before me personally
came	Carl W. Bull	to me known, who	, being by me duly	sworn, did depose and
say that be i	sanAttorney	-In-Fact		of
INTE	RNATIONAL FIDELITY	INSURANCE COMPANY		the corporation
carporation instrument	that the scal affixed to and affixed the said	ated the within instrument; the within instrument is such a seal as Attorney-in-Fact by a this office under the Standing	corporate seal, and authority of the Bo	I that he signed the said ard of Directors of said

Notary: <u>Mulara yett</u>

BARBARA 2011
NOTARY PUBLIC NEW JERSEY
10 NO. 2210804
QUALIFIED IN PAGE 19/0 COUNTY
COMMISSION ENDRESS 10/27/18

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2016

ASSETS	**** ****
Bonds (Amortized Value)	\$116,553,232
Common Stocks (Market Value)	35,026,858
Mortgage Loans on Real Estate	364,497
Cash Bank Deposits & Short Term Investments	27,210,274
Unpaid Premiums & Assumed Balances	9,398,922
Reinsurance Recoverable from Reinsurers	(563,771)
Electronic Data Processing Equipment	339,714
Investment Income Due and Accrued	643,984
Not Deferred Tax Assets	4,099,217
Receivables from Parent, Subsidiaries & Affiliates	96,331
Other Assets	21,246,462
TOTAL ASSETS	<u>\$214.415.720</u>
LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net as to Reinsurance Ceded and	\$2,684,535
Incurred But Not Reported Losses)	353,354
Reinsurance Pavable on Paid Losses and Loss Adjustment expenses	3,582,623
I nee Adjustment Expenses	1,129,001
Commissions Payable, Contingent Commissions & Other Similar Charges	5,107,108
Other Expenses (Excluding Taxes, Licenses and Fees)	386,783
Taxes, Licenses & Fees (Excluding Federal Income Tax)	155,610
Current Federal & Foreign Income Taxes	34,001,398
Unearned Premiums	234.182
Dividends Declared & Unpaid - Stockholders	868,437
Dividends Declared & Unpaid: Policyholders	2,367,376
Ceded Reinsurance Premiums Payable	1,031
Funds Held by Company under Reinsurance Treaties	
Amounts Withheld by Company for Account of Others	67,451,019
Providen for Reinsurance	43,665
Payable to Parent Subsidiaries and Affiliates	56,120
Other Lightifies	6,884,658
TOTAL LIABILITIES	\$125,306,898
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
	16,000,000
Surplus Notes Unassigned Funds (Surplus)	72,212,700
Unassigned Funds (Surplus) Less: Treasury Stock at cost (21,744 shares common) (value incl. \$45.)	978,480
Surplus as Regards Policyholders	\$89,108,820
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$214.415.720

1. Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2016, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22nd day of February, 2017.

INTERNATIONAL FIDELITY INSURANCE COMPANY



0716400

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CARL W. BULL, WILLIAM T. GUILFOYLE

West New York, NJ.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016

STATE OF NEW JERSEY County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and

Vice President (Allegheny Casualty Company)



, before me came the individual who executed the preceding instrument, to me personally known, and, On this 31st day of December, 2016 being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

> Cathy Cruz a Notary Public of New Jersey My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 18, 2017

Maria A. Branco B56614 Lucy-McNiece & Bull Agency, Inc. Maria H. Branco, Assistant Secretary

Payment Bond (Pages 100 to 103); Use for any contract for which a Payment Bond is required. PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,
DRAGONETTI BROTHERS LANDSCAPING, NURSERY & FLORIST, INC.
129 Louisiana Avenue
Brooklyn, New York 11207
hereinafter referred to as the "Principal", and
INTERNATIONAL FIDELITY INSURANCE CO.
1 Newark Center
Newark, New Jersey 07102
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of
One Million Six Hundred Ninety Thousand Three Hundred Seventy-Three and 50/100
(\$1,690,373.50) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
FMS ID: HWS17CW1 - E-PIN: 85017B0081001 - DDC PIN: 8502017HW0037C
Installation of Sidewalks, Adjacent Curbs and Pedestrian Ramps as Necessary in Various Location
Citywide (Brooklyn & Queens)
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;
NOW, THEREPORE, 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

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT December 2013

DDC

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 place in this bond.

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

CITY OF NEW YORK

DDC

STANDARD CONSTRUCTION CONTRACT
December 2013

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

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Prince and seals, and such of them as are corporation these presents to be signed by their proper offi	s have caused th	eir corporate seals to be hereu	
(Seal) DRAGONETTI BROTHERS LA	ANDSCAPING, I	NURSERY & FLORISTLING Principal	
(Seal)	By:	ONAL PIDELITY INSURANGE Survey Bull, Attorney In-Fact	CE CO.
(Seal)	- Carl W.	Surety	
(Seal)	Ву:	Surety	
(Seal)	Ву:		
	Ву:	Surety	
If the Contractor (Principal) is a partnership, to partners.	he bond should	be signed by each of the indiv	riduals who are
If the Contractor (Principal) is a corporation, duly authorized officer, agent, or attorney-in-fa	the bond should act.	be signed in its correct corpo	rate name by a
There should be executed an appropriate num of counterparts of the Contract.	ber of counterpa	rts of the bond corresponding	to the number
CITY OF NEW YORK DDC	102	STANDARD CONSTRUCTIO December 201	

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

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT			
State of New York	County of	H().	_ ss:
On this 18th day of Decer to me known, who, being by	mber, 2017, befor y me duly sworn did d	e me personall epose and say that he is the	that he resides at 7732 Lesser ST
corporation; that one of the the directors of said corpora	seals affixed to said	instrument is	such seal; that it was so affixed by order of
JOHN GALANTE NOTARY PUBLIC STATE OF NEV 01GA6143600 NASSAU COUNTY 4-10-20	KIN.	Mala ublic or Comm	nissioner of Deeds
ACKNOWLEDGMENT (OF PRINCIPAL, IF	A PARTNER	SHIP
State of	County of		_ ss:
o me known, and known to	me to be one of the me described in and	embers of the who execut	y appeared
•	•		nissioner of Deeds
ACKNOWLEDGMENT O)F PRINCIPAL, IF	AN INDIVID	UAL
State of	County of	<u> </u>	_ ss:
On this day of to me known, and known to and acknowledged that he ex	me to be the person	e me personall described in a	y appeared
	Notary P	ublic or Comm	nissioner of Deeds
parties; (b) appropriate duly s executed by agent, offices	certified copy of Pow r or other representati Surety under which I ive was issued, and (o ly.	er of Attorney ve of Principa Power of Atto	ropriate acknowledgments of the respective or other certificate of authority where bond l or Surety; (c) a duly certified extract from mey or other certificate of authority of its by of latest published financial statement of
A	ffix Acknowledgmen		ation of Sureties.
CITY OF NEW YORK	-		STANDARD CONSTRUCTION CONTRACT December 2013

Acknowledgment of Surety

State of	New Jerse	у				
County of_	Hudson		ss.:			
On this	18th	day of	December		2017	before me personally
CRITIC	Carl W. B	ull	to me knov	an, who, being by m	e duly	sworn, did depose and
eary that he is	80	Attorney-In-Fa				of
-		FIDELITY INS	URANCE COMPAN	Υ		the corporation
carporation: instrument	that the scal and affixed	affixed to the	within instrument as Attorney-in-F	is such corporate se	al, and the Bo	corporate seal of said that he signed the said and of Directors of said ore.

BARBARA ZITT NOTARY PUGLIC NEW JERSEY ID NO. 2219864 QUALIFIED III PASSAIC COUNTY

COMMISSION DECIRES 10/27/18

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2016

ACCUTIC	
ASSETS	4417 EE3 933
Bonds (Amortized Value)	\$116,553,232
Common Stocks (Market Value)	35,026,858
Mortgage Loans on Real Estate	364,497
Cash, Bank Deposits & Short Term Investments	27,210,274
Unpaid Premiums & Assumed Balances	9,398,922
Reinsurance Recoverable from Reinsurers	(563,771)
Electronic Data Processing Equipment	339,714
Investment Income Due and Accrued	643,984
Net Deferred Tax Assets	4,099,217
Receivables from Parent, Subsidiaries & Affiliates	96,331
Other Assets	21,246,462
TOTAL ASSETS	\$214,415,720
LIABILITIES, SURPLUS & OTHER FUNDS	
I (The second of the secon	
Losses (Reported Losses Net as to Reinsurance Ceded and	\$2,684,535
Incurred But Not Reported Losses)	353,354
Keinsurance Payable on Paid Losses and Loss Adjustment Expenses	3,582,623
Loss Adjustment Expenses	1,129,001
Commissions Payable, Contingent Commissions & Other Similar Charges	5,107,108
Other Expenses (Excluding Taxes, Licenses and Fees)	386,783
Taxes, Licenses & Fees (Excluding Federal Income Tax)	155,610
Current Federal & Foreign Income Taxes	34.001.398
Unearned Premiums	234,182
Dividends Declared & Unpaid - Stockholders	868.437
Dividends Declared & Unpaid: Policyholders	2,367,376
Ceded Reinsurance Premiums Payable	1,031
Funds Held by Company under Reinsurance Treaties	
Amounts Withheld by Company for Account of Others	67,451,019
Provision for Reinsurance	43,665
Payable to Parent, Subsidiaries and Affiliates	56,120
Other Liabilities	6,884,658
TOTAL LIABILITIES	\$125,306,898
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	72,212,700
Less: Treasury Stock at cost (21,744 shares common) (value incl. \$45.)	978.480
CESS: 11 COURT & COOK ST. COST (\$1)/ 22 DESTINATION (************************************	**************************************
Surplus as Regards Policyholders	\$89.108.820
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$214,415,720

I. Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2016, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22nd day of February, 2017.

INTERNATIONAL FIDELITY INSURANCE COMPANY



0716400

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CARL W. BULL, WILLIAM T. GUILFOYLE

West New York, NJ.

· *

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016

SEAL 1904 CO

STATE OF NEW JERSEY County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey My Commission Expires April 16, 2019

CERTIFICATION

i, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 18, 2017

Maria H. Branco, Assistant Secretary

B56614 Lucy-McNiece & Bull Agency, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

certificate holder in lieu of such endorsement(s).	ndorsement. A statement on this certificate does not confer r	, subject to ights to the			
PRODUCER	CONTACT Charles Maniell				
Admiral Insurance Brokerage Corp.	CONTACT Charles Maniglia PHONE (719) CA1 0500				
6833 Shore Road	(A/C, No, Ext): (718) 241-8500 (A/C, No): (718) 241-8520				
	ADDRESS: cmaniglia@useadmiral.com				
Brooklyn NY 11220	INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURED	INSURER A: Scottsdale Insurance Company	41297			
Dragonetti Brothers Inndosenia v	INSURER B. National Union Fire Ins of 19445				
Dragonetti Brothers Landscaping Nursery & Florist 129 Louisiana Avenue	INSURER C:State Farm	25178			
FAMTSTONE VACUUE	INSURERD:Indian Harbor Insurance Co.	36940			
77	INSURER E:				
	INSURER F:				
VENUI IONIDER:1/"TO ALL	REVISION NUMBER:				
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REPUBLICED THE INSURED HEREIN IS SUBJECT TO ALL THE TERMS,					
NSR TYPE OF INSURANCE INSD WYD POLICY NUMBER	POLICY EFF POLICY EXP				
X COMMERCIAL GENERAL LIABILITY	(MM/DD/YYYY) (MM/DD/YYYY) LIMITS				
A CLAIMS-MADE X OCCUR	EACH OCCURRENCE \$ DAMAGE TO RENTED	1,000,000			
X Contractual Liability NCS0001039	PREMISES (Ea occurrence) \$	100,000			
	2/15/2017 2/15/2018 MED EVE (ATTICLE)				

MED EXP (Any one person) PERSONAL & ADV INJURY 1,000,000 \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 \$ POLICY X PRO-PRODUCTS - COMP/OP AGG 2,000,000 | s OTHER: 5 **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT (Ea accident) 1,000,000 ANY AUTO C BODILY INJURY (Per person) S ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS 0923873F1732A 2/18/2017 2/18/2018 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB 5,000,000 x CLAIMS-MADE AGGREGATE \$ 5,000,000 DED X RETENTION \$ EBU 096059490 5.000 2/15/2017 2/15/2018 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A E.L. EACH ACCIDENT (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT RAILROAD PROT. LIAB. US00075785LI16A 6/15/2016 6/15/2018 EACH OCCURRENCE 2,000,000 **AGGREGATE** 6,000,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) WE: FMS ID: HWS17CW1, E- PIN #85017B0081001, DDC PIN #8502017HW0037C - INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS CITYWIDE (BROOKLYN & QUEENS). ADDITIONAL INSUREDS: CITY OF NEW YORK INCLUDING ITS OFFICIALS AND EMPLOYEES. INCLUDES 30 DAY PRIOR IOTICE OF CANCELLATION OR MATERIAL CHANGE, WAIVER OF SUBROGATION AND PRIMARY AND NON-CONTRIBUTORY BASIS.

ERTIFICATE HOLDER	CANCELLATION		
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION 30-30 THOMSON AVENUE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
LONG ISLAND CITY, NY 11101	AUTHORIZED REPRESENTATIVE		
	Mary Urrico/MARYU Many Hrrico		
	@ 4000 co.()		

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^ 113204720
THE FLANDERS GROUP
2850 CLOVER STREET
PITTSFORD NY 14534



Scan to Validate

POLICYHOLDER

DRAGONETTI BROTHERS LANDSCAPING NURSERY & FLORIST INC 129 LOUISIANA AVE BROOKLYN NY 11207 CERTIFICATE HOLDER

NYC DEPT OF DESIGN & CONSTRUCT 30-30 THOMSON AVENUE FMS ID: HWS17CW1 LONG ISLAND CITY NY 11101

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2228 483-0	111429	04/01/2017 TO 04/01/2018	12/15/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2228 483-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

THIS POLICY IS CANCELLED EFFECTIVE 12/30/2017.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING



CERTIFICATE OF INSURANCE COVERAGE under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be	completed by Dis	ability and	Paid Family Leave Benefits Carrier or Licensed Insura	ance Agent of that Carrier
				**
		•	street address only)	1b. Business Telephone Number Of Insured
129 LOUISL	ANA AVENUE	LANDS	CAPING NURSERY & FLORIST INC	(718) 649-2560
Work Location	N, NY 11207 Of Insured (Only 1 , i.e., a Wrap-Up F	required If	coverage Is specifically limited To certain locations In	1c. Federal Employer Identification Number of Insured Or Social Security Number
				11-3204720
2. Name and Ad	dress of the Entity tity Being Listed a	Requesting	g Proof	3a. Name of Insurance Carrier
NYC DEPA	RTMENT OF D	ESIGN &	CONSTRUCTION	WESCO INSURANCE COMPANY
30-30 THOMPSON AVENUE FMS ID: HWS17CW1 LONG ISLAND CITY, NY 11101			3b. Policy Number of entity listed in box "1a.":	
DOTTO ADDIT		11101		0239427
				3c. Policy effective period:
				12/15/2017 to 12/31/2018
Under penalty of named insured h	perjury, I certify as NYS Disability	that I am an and/or Paic	authorized representative or licensed agent of the insurance is a second family Leave Benefits insurance coverage as described about	ce carrier referenced above and that the cove.
Date Signed	12/15/2017	Ву	Kathlain hatha	
		(Signa	ture of insurance carrier's authorized representative or NYS Licensed Insu	urance Agent of that insurance carrier)
-	umber <u>800-535-2</u>		Title Vice Presiden	
IMPORTANT:	Insurance Agent of If Box 4B, 4C or and Paid Family I	of that carri SB is check Leave Bene	ked, and this form is signed by the insurance carrier's authorer, this certificate is COMPLETE. Mail it directly to the cert ed, this certificate is NOT COMPLETE for purposes of Sectifs Law. It must be mailed for completion to the Workers' ton, NY 13902-5200.	rificate holder. ction 220, Subd. 8 of the NYS Disability
PART 2. To be	e completed by	the NYS	Workers' Compensation Board (Only if Box 4C	or 5B of Part 1 has been checked)
			State of New York Workers' Compensation Board	
According to info and Paid Family	ormation maintaine Leave Benefits La	ed by the N w with resp	YS Workers' Compensation Board, the above-named emplect to all of his/her employees.	oyer has complied with the NYS Disability
Date Signed		Ву		
		***************************************	(Signature of Authorized NYS Workers' Compensation Bo	oard Employee)
Telephone N	ımber		Title	
			o write NVS disability and maid family leave her for in-	

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 09-17

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave Benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Project ID.: HWS17CW1

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Admiral Insurance Brokerage Corp.
[Name of broker or agent (typewritten)]
2 (31man)]
C022.01
6833 Shore Road, Brooklyn, NY 11220
[Address of broker or agent (typewritten)]
murrico@useadmiral.com
[Email address of broker or agent (typewritten)]
and the Boat (c) powitton)]
(D) == 0 +
(P) 718-241-8500 (F) 718-241-8502
[Phone number/Fax number of broker or agent (typewritten)]
[Signature of authorized official, broker, or agent]
the second of th
<u>Mary Urrico - Broker</u>
[Name and title of authorized official, broker, or agent (typewritten)]
L. Va
State of NEW Jolk County of KINGS Ss.:
ss.:
County of
Sworn to before me this
day of December, 20 //
Sworn to before me this / day of becaused 20/7
NOTARY PUBLIC FOR THE STATE OF N/ Y
TODAY TO THE STATE OF TO Y
,

ROSALIE M. CIAIO
Notary Public, State of New York
No. 01C16123129
Qualified in Kings County
Commission Expires February 28, 20

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>co</u>	DE	CLASSIFICATION
15 15		Rigger Sign Erector
16 16 16	11 002	Gardener Tree Pruner Tree Remover
16 16 16 16 16 16	11 012 11 013 11 014	Asphalt Raker (Highway & Paving) Tamper (Highway & Paving) Curbsetter (Highway & Paving) Formsetter (Highway & Paving) Rammerman (Highway & Paving) Laborer (Highway & Paving) ALL OTHER TITLES (Highway & Paving)
16 16 16 16 16 16	23 001 23 002 23 003 23 004 23 005 23 006 23 007	Laborer Operating Engineer (Heavy Construction-Maintenance) Junior Operating Engineer Junior Operating Engineer Junior Operating Engineer Fireman (Heavy Construction) Oiler (Heavy Construction)
16 16 16 16 16	23 051 23 052 23 053 23 057 23 058 23 059	Surveyor-Heavy Construction Surveyor-Heavy Construction-Instrument Man Surveyor-Heavy Construction-Rodman Surveyor-Land Surveying-Party Chief Surveyor-Land Surveying-Instrument Man Surveyor-Land Surveying-Rodman

CODE	CLASSIFICATION
16 23 061 16 23 062 16 23 063	Operating Engineer-Road & Heavy Construction Operating Engineer-Paving Operating Engineer-Concrete
16 23 071 16 23 072 16 23 073 16 23 074	Teamster-Heavy Equipment Trailer Driver Teamster-Dump Truck Driver Teamster-Flat Bed Trailer Driver (3-Axle) Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers Caraca
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001 17 41 002 17 41 004	Bricklayer Mason Tender Cement Mason
17 42 002	Metallic Lather
17 51 001 17 51 002	Carpenter 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 17 99 002 17 99 005	Ornamental Iron Worker Sandblaster 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.

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site www.comptroller.nyc.gov.

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

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.

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

a terrata saga gasahapada makaka basadi Januada, adan gasah dan berata da dalah daga berdakan da

and the color of the contracting provides and the contraction of the c

TABLE OF CONTENTS

CLASSIFICATION	PAGE
ASBESTOS HANDLER	
BLASTER	
BOILERMAKER	
BRICKLAYER	8
CARPENTER - BUILDING COMMERCIAL	
CARPENTER - HEAVY CONSTRUCTION WORK	
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST	11
CEMENT & CONCRETE WORKER	
CEMENT MASON	
CORE DRILLER	14
DERRICKPERSON AND RIGGER	15
DIVER	16
DOCKBUILDER - PILE DRIVER	
DRIVER: TRUCK (TEAMSTER)	
ELECTRICIAN	
ELECTRICIAN - ALARM TECHNICIAN	
ELECTRICIAN-STREET LIGHTING WORKER	
ELEVATOR CONSTRUCTOR	
ELEVATOR REPAIR & MAINTENANCE	
ENGINEER	
ENGINEER - CITY SURVEYOR AND CONSULTANT	
ENGINEER - FIELD (BUILDING CONSTRUCTION)	
ENGINEER - FIELD (HEAVY CONSTRUCTION)	
ENGINEER - FIELD (STEEL ERECTION)	
ENGINEER - OPERATING	36
FLOOR COVERER	44
GLAZIER	45
GLAZIER - REPAIR & MAINTENANCE	46
HEAT AND FROST INSULATOR	47
HOUSE WRECKER	
IRON WORKER - ORNAMENTAL	49
IRON WORKER - STRUCTURAL	50
LABORER	50

PUBLISH DATE: 7/1/2016

LANDSCAPING	***************************************	1945 	*******	. 51
MARBLE MECHANIC			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	53
MASON TENDER	*************************	***************************************	*******************************	54
MASON TENDER (INTERIOR DEMO	OLITION WORKER)			. 55
METALLIC LATHER	********************************	***************************************		. 56
MILLWRIGHT	**********************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	**********************	57
MOSAIC MECHANIC				. 58
PAINTER	**********************		************************	. 59
PAINTER - METAL POLISHER	***************************************		**********************	. 60
PAINTER - STRIPER	***************************************			61
PAINTER - STRUCTURAL STEEL	***************************************	148841	**************************************	. 62
PAPERHANGER			************************	. 63
PAVER AND ROADBUILDER	***************************************	***************************************	************	. 64
PLASTERER			*************	65
PLASTERER - TENDER				
PLUMBER				
PLUMBER (MECHNICAL EQUIPME	•			
PLUMBER (RESIDENTIAL RATES I				
PLUMBER: PUMP & TANK				
POINTER, WATERPROOFER, CAU				
ROOFER			D30KHK30Kb66BMBK89 XKK 83 X8b602E	. 71
SHEET METAL WORKER	***********************	*************************************		. 72
SHEET METAL WORKER - SPECIA				
SHIPYARD WORKER				
SIGN ERECTOR		**************************************	######################################	.75
STEAMFITTER				
STEAMFITTER - REFRIGERATION				
STONE MASON - SETTER				
TAPER				
TELECOMMUNICATION WORKER.	, , , , , , , , , , , , , , , , , , ,	######################################	, , , , , , , , , , , , , , , , , , ,	. 81
TILE FINISHER	***********************	/- 	29.20 ************************************	. 83
TILE LAYER - SETTER	*************************	F30*F4001400F480811141428415384153334894290866	**************	. 83
TIMBERPERSON				
TUNNEL WORKER	> B = > 5	(2) 		
WEI DER		· ·		87

ASBESTOS HANDLER

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

Asbestos Handler

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$16.45

Overtime

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

Time and one half the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day Good Friday Memorial Day Independence Day Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.93

Supplemental Benefit Rate per Hour: \$46.24

Blaster (Hydraulic)

Effective Period: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 5 of 87

Wage Rate per Hour: \$45.78

Supplemental Benefit Rate per Hour: \$46.24

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.12

Supplemental Benefit Rate per Hour: \$46.24

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.31

Supplemental Benefit Rate per Hour: \$46.24

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.23

Supplemental Benefit Rate per Hour: \$46.24

Blaster - Powder Carriers

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$34.20

Supplemental Benefit Rate per Hour: \$46.24

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.88

Supplemental Benefit Rate per Hour: \$46.24

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.10

Supplemental Benefit Rate per Hour: \$46.24

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$17.80

Supplemental Benefit Rate per Hour: \$46.24

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first two hours of overtime Monday through Friday, the first ten hours, the first ten hours of work on Saturday and for Make-up Time. Double time for all hours over ten Monday through Saturday (except make-up hours) and for all hours worked on Sunday and Holidays.

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 $\frac{1}{2}$ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 $\frac{1}{2}$) hours, but will be paid for eight (8) hours, since only one-half ($\frac{1}{2}$) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$53.36

Supplemental Benefit Rate per Hour: \$42.33

Supplemental Note: For time and one half overtime - \$62.88 For double overtime - \$83.42

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: \$55.23

Supplemental Benefit Rate per Hour: \$42.96

Supplemental Note: For time and one half overtime - \$63.82 For double overtime - \$84.68

THE REPORT OF THE PROPERTY OF

Overtime Description

For Repair and Maintenance work: Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday. For New Construction work: and properties and the control of the and the control of the control of the property of the control of t 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 1/2) 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.

and the second that the second control of th

and the second of the second o

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.59

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 8 of 87

Supplemental Benefit Rate per Hour: \$30.00

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$46.28

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

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 9 of 87

CHARLEST HE STORM WATER TO AND FREE THE SECOND

da ta iliga dalah kab<mark>ilang</mark> da sada dalah sada da tabung dalah

is the light program the light will be the second of the s

Memorial Day Independence Day Labor Day Columbus Day Presidential Election Day Thanksgiving Day Day after Thanksgiving Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK

(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.63

Supplemental Benefit Rate per Hour: \$48.65

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$44.80

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$23.00

Supplemental Note: \$25.75 on Saturdays; \$28.50 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$32.00

Supplemental Benefit Rate per Hour: \$16.00

Supplemental Note: \$17.25 on Saturdays; \$18.50 on Sundays & Holidays

Overtime Description

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

Overtime

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

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

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

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.72

Supplemental Benefit Rate per Hour: \$38.96

Supplemental Note: For time and one half overtime - \$48.21; For double overtime - \$57.46

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) (BCA)

Countries and the state of the country become a

tangan Perundagan dalam di Keramatan Perundah dalam berandah dalam berandah dalam berandah dalam berandah dalam

CORE DRILLER

Core Driller

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$37.82

Supplemental Benefit Rate per Hour: \$24.00

Core Driller Helper

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.17

Supplemental Benefit Rate per Hour: \$24.00

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.15

Supplemental Benefit Rate per Hour: \$24.00

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.14

Supplemental Benefit Rate per Hour: \$24.00

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.12

Supplemental Benefit Rate per Hour: \$24.00

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

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 14 of 87

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 (7½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.48

Supplemental Benefit Rate per Hour: \$50.00

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and

Queens. \$51.42 - 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)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 15 of 87

tendere de Bark. Det film de de elemente de Arribert et grippe d'une desse des grippe des parties de fi La selement Michelle de de Maria des des productions de la desse de l'Arribert de profesion de la color de la d La la destact de Maria de de la compositat de la Maria de la desse de la color de la color de la color de la d

White a basis. Proposed in a previous for the consequences.
 On the consequences.

i je zagodijanje i prepirali sigure sa. 19. september 19. sama postava september 19. september 19.

TO SERVE OF THE WAS LIKE BY BEING A

化自动表面

DIVER

Diver (Marine)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$65.38

Supplemental Benefit Rate per Hour: \$48.65

<u>Diver Tender (Marine)</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46,44

Supplemental Benefit Rate per Hour: \$48.65

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Dav

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.63

Supplemental Benefit Rate per Hour: \$48.65

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

<u> Driver - Dump Truck</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.15

Supplemental Benefit Rate per Hour: \$43.39

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.44; at double time rate - \$24.58

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 17 of 87

Driver - Tractor Trailer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.46

Supplemental Benefit Rate per Hour: \$43.65

Supplemental Note: Over 40 hours worked: at time and one half rate - \$16.65; at double time rate - \$22.20

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.03

Supplemental Benefit Rate per Hour: \$43.65

Supplemental Note: Over 40 hours worked: at time and one half rate - \$16.65; at double time rate - \$22.20

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

The Charles with the committee will be an finite and finite and finite and the committee of
Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day Thanksgiving Day Day after Thanksgiving

Christmas Day

Paid Holidays

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

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 18 of 87

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.30

Supplemental Benefit Rate per Hour: \$40.02

Supplemental Note: Over 40 hours worked: time and one half rate \$13.90, double time rate \$18.53

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

(Local #282)

ELECTRICIAN

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

的复数 化油油 医抗毒性病 计自动转换 医动物性皮肤

Bank Bang and Secretarian Region (1985) with the second

Bondon Bondo de de consecuencia de la compansión de la compansión de la compansión de la compansión de la comp

Principal est, easing North

Contraction and sold

Electrician "A" (Regular Day)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$54.35

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$55.24

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$84.00

Supplemental Benefit Rate per Hour: \$57.86

Electrician "A" (Day Shift)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$54.35

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$55.24

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$84.00

Supplemental Benefit Rate per Hour: \$57.86

Electrician "A" (Swing Shift)

Effective Period: 7/1/2016 - 5/10/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 20 of 87

Wage Rate per Hour: \$63.36

Supplemental Benefit Rate per Hour: \$59.01

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$65.71

Supplemental Benefit Rate per Hour: \$61.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$95.04

Supplemental Benefit Rate per Hour: \$62.98

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$98.57

Supplemental Benefit Rate per Hour: \$66.05

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$70.97

Supplemental Benefit Rate per Hour: \$65.05

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$73.60

Supplemental Benefit Rate per Hour: \$68.33

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$106.46

Supplemental Benefit Rate per Hour: \$69.50

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$110.40

Supplemental Benefit Rate per Hour: \$72.95

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

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 21 of 87

a 1 Book issees on speakagase

ation of promotion and conwith Artist and agency assessing

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 \$25.14 and effective 5/11/17 \$25.67.

Electrician "M" (First 8 hours)

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

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$21.85

First and Second Year "M" Wage Rate Per Hour: \$23.50 First and Second Year "M" Supplemental Rate: \$19.54

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$28.50

Supplemental Benefit Rate per Hour: \$22.10

First and Second Year "M" Wage Rate Per Hour: \$24.00 First and Second Year "M" Supplemental Rate: \$19.80

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: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$23.60

First and Second Year "M" Wage Rate Per Hour: \$35.25 First and Second Year "M" Supplemental Rate: \$21.01

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 22 of 87

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$42.75

Supplemental Benefit Rate per Hour: \$23.89

First and Second Year "M" Wage Rate Per Hour: \$36.00 First and Second Year "M" Supplemental Rate: \$21.30

Overtime

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Paid Holidays

Christmas Day

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

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

Alarm Technician

Effective Period: 7/1/2016 - 3/9/2017 Wage Rate per Hour: \$32.00

Supplemental Benefit Rate per Hour: \$15.47

Supplemental Note: \$13.97 only after 8 hours worked in a day

Effective Period: 3/10/2017 - 6/30/2017

Wage Rate per Hour: \$32.40

Supplemental Benefit Rate per Hour: \$16.10

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 23 of 87

Supplemental Note: \$14.60 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.

e in naturali skie i kulte nedja i i kultika kondete en e kondeka i kultur.

a produce de la companie de la comp

Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Paid Holidays

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

Shift Rates

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

Vacation

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

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$53.69

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$56.26

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: \$40.93

Supplemental Benefit Rate per Hour: \$40.12

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: \$41.54

Supplemental Benefit Rate per Hour: \$41.02

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: \$35.05

Supplemental Benefit Rate per Hour: \$36.11

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: \$35.58

Supplemental Benefit Rate per Hour: \$36.89

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 hours

period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2016 - 3/16/2017 Wage Rate per Hour: \$60.96

Supplemental Benefit Rate per Hour: \$32.65

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate per Hour: \$62.64

Supplemental Benefit Rate per Hour: \$34.25

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.

ત્રીકોએ ત્રાપ્ત કહ્યું, ભારત સાથકોં પ્રાથમિક કરાય કરાય કરવાના પાય ત્રાપ્ત કહ્યું, કર્યા ત્રાપ્ત કરાયા કર્યા કર્યા છે.

Overtime

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

Paid Holidays

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

Vacation

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

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate per Hour: \$47.91

Supplemental Benefit Rate per Hour: \$32.51

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate per Hour: \$49.14

Supplemental Benefit Rate per Hour: \$34.11

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

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

Veteran's Day Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

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

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 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).

THE SECTION OF THE PARTY OF THE PARTY.

જ તમ્મું, મોકામાં કરો તમારો અસમકા તાલ નાતાનો

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$65.94

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$105.50

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, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monoralls, 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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$63.98

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$102.37

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$60.69

Supplemental Benefit Rate per Hour: \$35.41

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$97.10

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.68

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$101.89

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$83.66

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$133.86

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.01

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$67.22

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.11

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$68.98

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 29 of 87

Wage Rate per Hour: \$57.42

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$91.87

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

NEORGE CANALANTA ANALAS ANTO ANT

But were the factor of the state of the control

医复合管囊 医酚醛医尿 医马克雷氏病

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.70

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$63.52

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$61.13

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$97.81

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$57.21

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$91.54

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.54

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$69.66

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.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 30 of 87

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

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$58.30

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.28

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 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.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 31 of 87

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.42

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63,67 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.16

Supplemental Benefit Rate per Hour: \$35,41 Supplemental Note: \$63.67 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). to province of the first province of a province of the province of galaxies that the province of the contract
Paid Holidays

New Year's Day Lincoln's Birthday President's Day Memorial Day Independence Day Labor Dav 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

ta ili. Autori ili ali 1818 ili ali aliandi di bibbani ata

Millians of history production

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 32 of 87

Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.18

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$31.47

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.24

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

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

Christmas Day

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

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)

(Construction of Building Projects, Concrete Superstructures, etc.)

Problem Supplies

in i dell'Alla experte dell'edelle experte Alla III dell'Alla experte dell'edelle

Field Engineer - BC Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$60.10

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

<u>Field Engineer - BC Instrument Person</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.69

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.20

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 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

Thunksgiving Da

Christmas Day

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

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 34 of 87

Field Engineer - HC Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$68.09

Supplemental Benefit Rate per Hour: \$33,54

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.98

Supplemental Benefit Rate per Hour: \$33.54

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.93

Supplemental Benefit Rate per Hour: \$33.54

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

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

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

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 35 of 87

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.64

Supplemental Benefit Rate per Hour: \$33.04

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.59

Supplemental Benefit Rate per Hour: \$33.04

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.20

Supplemental Benefit Rate per Hour: \$33.04

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 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 Dav

Thanksgiving Day

Christmas Dav

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

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 36 of 87

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

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$73.90

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$118.24

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$76.51

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$122.42

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$78.96

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$126.34

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$77.07

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$123.31

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$75.55

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$120.88

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 37 of 87

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

on was and in the original control of the secretarion

Design to the second second second

la de**si**tore, especial

NASAR BERMERANA

ti di particolori di

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$71.78

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$114.85

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$57.96

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$92.74

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.98

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$56.70

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$68.25

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$109.20

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$62.73

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$100.37

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 38 of 87

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$48.73

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$77.97

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$72.53

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$116.05

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$70.24

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$112.38

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$67.16

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$107.46

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.27

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 39 of 87

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$72.43

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.

aranining, this balance and you have t

ni vitige semi i var visti semenki krime e kazavi

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$64.13

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$102.61

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$64.63

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$103.41

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$92.76

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$148.42

Operating Engineer - Paving I

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

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$71.78

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$114.85

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$69.91

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$111.86

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$59.14

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$94,62

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$76.73

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.62

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$61.31

Supplemental Benefit Rate per Hour: \$31,10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$79.54

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 41 of 87

Shift Wage Rate: \$127.26

Operating Engineer - Steel Erection II

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$76.43

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$122.29

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.34

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$72.54

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.17

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$69.07

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

i seus de la como de la Cardina de la Ca Manggas de la segui de la Cardina de la C

general na operation<mark>e.</mark> Tregenage foar en resultagisk o

· 1000 ·

7年時,襄山 医原外沟 医海绵氏性肠丛神经丛

kan maja dapatak kimesi dangan kempad

The first of the same of the contract of the c

the species of

a ar a disease is the said in
and the first on the second relation

of America against the color of the same of

Annication (Special Special Sp

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.12

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$47.26

PUBLISH DATE: 7/1/2016 CEFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 42 of 87

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$71.85

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$76.12

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$70,13

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$69.39

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.17

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

For New House Car projects Wage Rate per Hour \$44.02

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.

Bur Miller Ball toylers

grada i da Seleka e aga e balangké

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)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

Overtime

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

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

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

Shift Rates

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

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

<u>Glazier</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.45

Supplemental Benefit Rate per Hour: \$37.84

Supplemental Note: Supplemental Benefit Overtime Rate: \$46.84

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 Dav Thanksgiving Day Day after Thanksgiving Christmas Day

Paid Holidays

None

Shift Rates

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

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$127,628. 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. 我们的自己的自己的。 第二章

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$23.78

Supplemental Benefit Rate per Hour: \$20.14

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

> **PUBLISH DATE: 7/1/2016** EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 46 of 87

Memorial Day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$57.78

Supplemental Benefit Rate per Hour: \$38.96

Overtime Description

Double time shall be paid for supplemental benefits during overtime work. 8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.33

Supplemental Benefit Rate per Hour: \$27.77

House Wrecker - Tier B

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$25.56

Supplemental Benefit Rate per Hour: \$20.45

Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day

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

Paid Holidays

None

PUBLISH DATE: 7/1/2016 FFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 48 of 87

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.75

Supplemental Benefit Rate per Hour: \$49.57

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in

effect.

Overtime Description

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

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.50

Supplemental Benefit Rate per Hour: \$69.74

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

Paid Holidays

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

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.00

Supplemental Benefit Rate per Hour: \$38.63

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
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

and the first of the first and the first of
the play resign of the part of the property of the contract of the contract of

化双氯化物 医睫毛体 经货物

Landscaper (Above 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$14.55

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.00

Supplemental Benefit Rate per Hour: \$14.55

Landscaper (up to 3 years experience)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$14.55

Groundperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$14.55

Tree Remover / Pruner

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.00

Supplemental Benefit Rate per Hour: \$14.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$14.55

Watering - Plant Maintainer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$14.55

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

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

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

<u>Marble Setter</u>

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$52.32

Supplemental Benefit Rate per Hour: \$37.64

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: \$52.74

Supplemental Benefit Rate per Hour: \$38.67

Marble Finisher

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$41.11

Supplemental Benefit Rate per Hour: \$35.91

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: \$41.46

Supplemental Benefit Rate per Hour: \$36.64

Marble Polisher

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$37.49

Supplemental Benefit Rate per Hour: \$27.80

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 53 of 87

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: \$37.93

Supplemental Benefit Rate per Hour: \$28.33

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

Paid Holidays

Christmas Day

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$37.55

Supplemental Benefit Rate per Hour: \$29.04

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.

17 有民 经独立编算编售编码

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.19

Supplemental Benefit Rate per Hour: \$22.95

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$25.38

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 55 of 87

Supplemental Benefit Rate per Hour: \$17.27

Overtime

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.53

Supplemental Benefit Rate per Hour: \$42.67

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
Memorial Day
Independence Day
Labor Day
Columbus Day

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 56 of 87

Thanksgiving Day Christmas Day

Paid Holidays

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

Shift Rates

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.50

Supplemental Benefit Rate per Hour: \$52.41

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.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 57 of 87

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$46.52

Supplemental Benefit Rate per Hour: \$39.84

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.86 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.91

Supplemental Benefit Rate per Hour: \$39.83

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.85

per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.91

Supplemental Benefit Rate per Hour: \$39.83

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.85 per hour.

. Die ferbeite der Appetiert Mehreite der Geschliche Ge

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day Washington's Birthday Good Friday Independence Day Labor Day Columbus Day

Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.62 Supplemental Note: \$31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$44.10

Supplemental Benefit Rate per Hour: \$27.02 Supplemental Note: \$ 31.65 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$45.50

Supplemental Benefit Rate per Hour: \$26.62 Supplemental Note: \$ 31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$47.10

Supplemental Benefit Rate per Hour: \$27.02 Supplemental Note: \$ 31.65 on overtime

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s). New Year's Day President's Day Memorial Day

Independence Day Labor Day Columbus Day Thanksgiving Day Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$28.88

Supplemental Benefit Rate per Hour: \$6.96

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$29.83

Supplemental Benefit Rate per Hour: \$6.96

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.38

Supplemental Benefit Rate per Hour: \$6.96

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to amaximumof eight (8) hours per week, may be worked on Saturday at the straight time rate.

AND THE THE PERSON WAS A SECOND OF THE PERSON OF

医毛囊 化二二氯磺胺化二氢烷酸

aran a tevr siriyyi at Atropan i sakatil

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.

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

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 60 of 87

Paid Holidays

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

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$12.32

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

<u>Lineperson (thermoplastic)</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39,00

Supplemental Benefit Rate per Hour: \$12.32

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day Good Friday Memorial Day Independence Day Labor Day

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 61 of 87

Columbus Day Presidential Election Day Thanksgiving Day Day after Thanksgiving Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.00

Supplemental Benefit Rate per Hour: \$36.08

Painter - Power Tool

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$36.08

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 62 of 87

Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.58

Supplemental Benefit Rate per Hour: \$30.73

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$45.35

Supplemental Benefit Rate per Hour: \$38.95

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$41.48

Supplemental Benefit Rate per Hour: \$38.95

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$45.95

Supplemental Benefit Rate per Hour: \$38.95

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$45.35

Supplemental Benefit Rate per Hour: \$38.95

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: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 64 of 87

Wage Rate per Hour: \$42.06

Supplemental Benefit Rate per Hour: \$38,95

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

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). **Memorial Day** Independence Day Labor Day Columbus 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 paying work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.93

Supplemental Benefit Rate per Hour: \$28.10

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.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 65 of 87

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

Paid Holidays

None

Shift Rates

Christmas Day

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 ($\frac{1}{2}$) hour to eat with this time being included in the seven (7) hours of work.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$37.55

Supplemental Benefit Rate per Hour: \$29.04

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$65.67

Supplemental Benefit Rate per Hour: \$29.28

Supplemental Note: Overtime supplemental benefit rate per hour: \$58.28

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.56

Supplemental Benefit Rate per Hour: \$23.40

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

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

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

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2016 - 6/30/2017
Wage Rate per Hour: \$39.42

Supplemental Benefit Rate per Hour: \$14.19

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 68 of 87

Day after Thanksgiving Christmas Day

Paid Holidays

None

(Plumbers Local #1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.47

Supplemental Benefit Rate per Hour: \$21.26

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.

(Plumbers Local #1)

PLUMBER: PUMP & TANK Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.52

Supplemental Benefit Rate per Hour: \$22.91

Overtime and the second of the

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

Paid Holidays

None

Shift Rates

Christmas Day

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

VisigN4 (Pit North

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

<u>Journeyperson</u>

PUBLISH DATE: 7/1/2016 FFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 70 of 87

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$50.04

Supplemental Benefit Rate per Hour: \$26.15

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40,70

Supplemental Benefit Rate per Hour: \$30.17

Overtime

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

Overtime Holidays

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 71 of 87

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

New Year's Day

President's Day

Memorial Day
Independence Day
Labor Day

Presidential Election Day Thanksgiving Day Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

s in the training for a parameter that the first of the parameter of

ा क्षेत्र के के के जान कुछ कर अधिक बहुत के

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$47.70

Supplemental Benefit Rate per Hour: \$46.45

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.16

Supplemental Benefit Rate per Hour: \$46.45

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

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.

PUBLISH DATE: 7/1/2016 FFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 72 of 87

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

Paid Holidays

None

Shift Rates

Christmas Day

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.25

Supplemental Benefit Rate per Hour: \$24.41

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.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 73 of 87

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

Paid Holidays

Christmas Day

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$28.33

Supplemental Benefit Rate per Hour: \$3.04

Shipyard Mechanic - Second Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.18

Supplemental Benefit Rate per Hour: \$2.80

<u>Shipyard Laborer - First Class</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$20.45

Supplemental Benefit Rate per Hour: \$2,74

Shipyard Laborer - Second Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$14.36

Supplemental Benefit Rate per Hour: \$2.50

Shipyard Dockhand - First Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.70

Supplemental Benefit Rate per Hour: \$2.82

Shipyard Dockhand - Second Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.01

Supplemental Benefit Rate per Hour: \$2.57

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

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

Based on Survey Data

SIGN ERECTOR (Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.85

Supplemental Benefit Rate per Hour: \$48.57

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 75 of 87

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

Paid Holidays

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

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.50

Supplemental Benefit Rate per Hour: \$54.29

Supplemental Note: Overtime supplemental benefit rate: \$107.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twentyfour hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.18

Supplemental Benefit Rate per Hour: \$44.08

Overtime

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

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 76 of 87

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.

<u>Steamfitter II</u>

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.50

Supplemental Benefit Rate per Hour: \$54.29

Supplemental Note: Overtime supplemental benefit rate: \$107.84

Steamfitter - Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.18

Supplemental Benefit Rate per Hour: \$44.08

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

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 77 of 87

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

Paid Holidays

Day after Thanksgiving

None

Shift Rates

Christmas Day

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$15.06

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.46

Supplemental Benefit Rate per Hour: \$13.53

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 78 of 87

Children and and and grains

Wage Rate per Hour: \$26.89

Supplemental Benefit Rate per Hour: \$12.26

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$23.08

Supplemental Benefit Rate per Hour: \$11.31

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$19.14

Complemental Descriptions 646

Supplemental Benefit Rate per Hour: \$10.43

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$9.46

Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day Independence Day Labor Day Veteran's Day Thanksgiving Day Christmas Day

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

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 79 of 87

e, protection in the engine person of the con-

en meg timbril in dan kelang kulakat dikebangi di Men

en de la responsación de la companyación de la comp

New Johnson (1900) of Burn and Charles (

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

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.08

Supplemental Benefit Rate per Hour: \$38.10

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 80 of 87

TAPER

Drywall Taper

Effective Period: 7/1/2016 - 12/27/2016

Wage Rate per Hour: \$47.32

Supplemental Benefit Rate per Hour: \$22.68

Effective Period: 12/28/2016 - 6/30/2017

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$22.68

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s). New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER

(Voice Installation Only)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 81 of 87

Telecommunication Worker

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.35

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island

gerika, para sara galekhanika eta saja sebiliketa direbi sebili. Tasak kasif sara saga pendanjaran da madanja tabah sebili.

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

Paid Holidays

Thanksgiving Day Christmas Day

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

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 82 of 87

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.69

Supplemental Benefit Rate per Hour: \$30.58

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 (11/4) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 83 of 87

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.68

Supplemental Benefit Rate per Hour: \$34.48

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 (1%) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

<u>Timberperson</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.99

Supplemental Benefit Rate per Hour: \$48.26

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

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

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 84 of 87

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day

Thanksgiving Day Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$60.97

Supplemental Benefit Rate per Hour: \$50.72

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$58.86

Supplemental Benefit Rate per Hour: \$49.03

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$57.78

Supplemental Benefit Rate per Hour: \$48.16

<u>Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)</u>

Effective Period: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 85 of 87

Wage Rate per Hour: \$56.74

Supplemental Benefit Rate per Hour: \$47.25

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$56.74

Supplemental Benefit Rate per Hour: \$47.25

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.69

Supplemental Benefit Rate per Hour: \$44.69

Blasters (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$58.19

Supplemental Benefit Rate per Hour: \$48.68

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.69

Supplemental Benefit Rate per Hour: \$46.61

All Others (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.45

Supplemental Benefit Rate per Hour: \$43.13

Microtunneling (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.55

Supplemental Benefit Rate per Hour: \$37.29

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday. For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

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

(Local #147)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

(NO TEXT THIS PAGE)

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLERBOILERMAKER	
BRICKLAYER	
CARPENTER	5
CEMENT MASON	6
CEMENT AND CONCRETE WORKER	
DERRICKPERSON & RIGGER (STONE)	8
DOCKBUILDER/PILE DRIVER	8
ELECTRICIAN	
ELEVATOR CONSTRUCTOR	
ELEVATOR REPAIR & MAINTENANCE	
ENGINEER	14
ENGINEER - OPERATING	
FLOOR COVERER	15
GLAZIER	16
HEAT & FROST INSULATOR	
HOUSE WRECKER	
IRON WORKER - ORNAMENTAL	18
IRON WORKER - STRUCTURAL	<i></i>
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMO	N) 19
MARBLE MECHANICS	20
MASON TENDERMETALLIC LATHER	21
METALLIC LATHER	
MILLWRIGHT	22
PAVER AND ROADBUILDER	23
PAINTER	24
PAINTER - METAL POLISHER	25
PAINTER - STRUCTURAL STEEL	25
PLASTERER	26
PAINTER - STRUCTURAL STEEL PLASTERER PLASTERER - TENDER	27
PLUMBER	27
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	
ROOFER	29
SHEET METAL WORKER	
SIGN ERECTOR	31
STEAMFITTER	
STONE MASON - SETTER	
TAPER	
TILE LAYER - SETTER	
TIMBERPERSON	

ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 78% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.45

<u> Asbestos Handler (Second 1000 Hours)</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 83% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 89% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.45

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.43

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$30.84

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2016 - 6/30/2017

A GREAT AND AND THE STATE OF TH

ere kompetet die metalligkeit han eine gegand

and the Establish of the Angle of Antoleon The Angle of the Angle of Angle of the A

新 禁門的 医电影的医 医高速性衰竭 法抵抗重要的

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$32.13

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$32.57

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$33.82

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$34.29

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$35.53

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$36.03

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 85% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$37.23

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$37.76

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$38.93

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$39.51

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$40.63

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$41.22

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 4 of 36

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.35

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18,35

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.35

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18,35

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.35

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18,35

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31,34

t et ei ei ei ein mei en griedenig gri

ing sa mang mang mang kalandah di mang mengang mengang mengang mengang mengang mengang mengang mengang mengang Menganggang mengang me

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

Carpenter (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34 Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

Carpenter (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34 Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

Carpenter (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34 Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 6 of 36

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.25

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$21.08

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$21.90

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: \$17.00

Supplemental Benefit Rate Per Hour: \$10.75

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: \$22.10

Supplemental Benefit Rate Per Hour: \$15.13

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: \$27.20

Supplemental Benefit Rate Per Hour: \$15.63

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

<u>Derrickperson & Rigger (stone) - Third Year</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$32.52

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$32.52

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$32,52

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$32.52

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$12.12
Overtime Supplemental Rate Per Hour: \$13.01

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$12.37
Overtime Supplemental Rate Per Hour: \$13.29

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.58

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$12.88

Overtime Supplemental Rate Per Hour: \$13.87

Electrician (Second Term: 0-6 Months)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 9 of 36

E North of a full brack, it has no respect

医克克特氏 是一直放射 化二二二烷 人名英格兰 医外外丛 经

医强温性 医乳化性 医经外胚 医电压性

经过的证据 建基础 医电影 医多种性神经病

la Barana ja keesti talla bala kataloggija ahi

不能 经收益 化自动强度电流 计电影电话 医抗性病性病

Effective Period: 7/1/2016 - 5/10/2017 Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.16

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$16.00

Supplemental Benefit Rate per Hour: \$13.39
Overtime Supplemental Rate Per Hour: \$14.44

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$13.64
Overtime Supplemental Rate Per Hour: \$14.73

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$13.90 Overtime Supplemental Rate Per Hour: \$15.02

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$17.50

Supplemental Benefit Rate per Hour: \$14.15 Overtime Supplemental Rate Per Hour: \$15.31

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$18.00

Supplemental Benefit Rate per Hour: \$14.41
Overtime Supplemental Rate Per Hour: \$15.59

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.66
Overtime Supplemental Rate Per Hour: \$15.88

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$19.00

Supplemental Benefit Rate per Hour: \$14.92
Overtime Supplemental Rate Per Hour: \$16.17

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$19.50

Supplemental Benefit Rate per Hour: \$15.17
Overtime Supplemental Rate Per Hour: \$16.45

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$20.00

Supplemental Benefit Rate per Hour: \$15.43
Overtime Supplemental Rate Per Hour: \$16.75

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$21.50

Supplemental Benefit Rate per Hour: \$16.19
Overtime Supplemental Rate Per Hour: \$17.60

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$16.44
Overtime Supplemental Rate Per Hour: \$17.89

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$19.54
Overtime Supplemental Rate Per Hour: \$21.01

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$24.00

Supplemental Benefit Rate per Hour: \$19.80
Overtime Supplemental Rate Per Hour: \$21.30

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$21.85
Overtime Supplemental Rate Per Hour: \$23.60

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$28.50

Supplemental Benefit Rate per Hour: \$22.10 Overtime Supplemental Rate Per Hour: \$23.89

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

nagaragaska kalendari alikura aliga asala jira dibi

THE PER HE HAVE ALL PRINCIPLES

officiality by agenting and the fire

The wall proposed in the first of

TRUET CHARLES IN HER AND TH

The Alle Section of providence of

医环性畸形 美麗 集体 网络格拉斯

But property states as up to the contraction of the section in the

TELE CONTRACTOR TARREST A SEASON DE LA SECULIA DE LA SECUL

Marie 1996 of the street colors with the

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.24

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.72

Elevator (Constructor) - Second Year

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.67

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.15

Elevator (Constructor) - Third Year

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.52

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.03

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.37

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.91

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$28.33

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$29.80

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$28.74

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$30.23

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$29.58

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.09

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$30.42

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.95

(Local #1)

"你就是我们,我没有什么我们的**这个**,我就是一个什么

Note that the second of the second of

North a service and part to a complete

particle carries of gradient for a respective

e against george agus agus a lithre agus le bhaile agus le bhíol an airtig

general in proceedings of the second

and the second of the second of the second

ार प्रशास करिया । अवस्था मुख्यो, अल्लाम् क्रिया प्राप्त करिया सन्दर्भ सामग्रीका अने स्थापना
नेत्री । वस्तरी । भूतिकाले स्थानकी भागवा । वस्ति । व

લે કહ્યું કે કાર્યા છે. તેના કાર્યાય કર્યું કહ્યું છે. જે ક્ષેત્રિકાર કાર્યા છે તેનુ કે સ્ટાઇક જે જિલ્લા પ્રાથમ

er e zilet vyele sahalar e eyeb ili eset

का पूजा है है है है जो की दें है जिस कर बाहर के बहुर है।

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$24.28

Supplemental Benefit Rate per Hour: \$23.41

Engineer - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.35

Supplemental Benefit Rate per Hour: \$23.41

Engineer - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.38

Supplemental Benefit Rate per Hour: \$23.41

Engineer - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.41

Supplemental Benefit Rate per Hour: \$23.41

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20,85

Operating Engineer - Second Year

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 14 of 36

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.85

Operating Engineer - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.85

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$31,14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$14.14

Glazier (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$23.77

Glazier (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.73

Glazier (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.14

(Local #1281)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 16 of 36

reacteriza caracteria

🗸 e parki nga padipera denak pi

al ne Margari di Ingresifa na preseda ya kaperali

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.17

Supplemental Benefit Rate per Hour: \$17.99

<u> House Wrecker - Second Year</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.32

Supplemental Benefit Rate per Hour: \$17.99

House Wrecker - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.97

Supplemental Benefit Rate per Hour: \$17.99

House Wrecker - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.53

Supplemental Benefit Rate per Hour: \$17.99

(Mason Tenders District Council)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 17 of 36

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.90

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$39.06

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$40.23

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$42.57

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$44.90

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

<u> Iron Worker (Structural) - 1st Six Months</u>

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 18 of 36

The course of the second second sec

en englereta ji bajir in iliye e iliy bibibib

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$25.85

Supplemental Benefit Rate per Hour: \$48.35

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.45

Supplemental Benefit Rate per Hour: \$48.35

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.05

Supplemental Benefit Rate per Hour: \$48.35

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

<u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First</u> 1000 hours

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

<u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

<u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 19 of 36

医骨骨 医皮肤管 化双氯基酚 化二甲基

Long the profession of seat of

<u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.10

Mason Tender - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19,10

Mason Tender - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$19.15

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 21 of 36

Mason Tender - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$19.15

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.21

Supplemental Benefit Rate per Hour: \$17.95

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 22 of 36

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$28.33

Supplemental Benefit Rate per Hour: \$34.28

Millwright (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.48

Supplemental Benefit Rate per Hour: \$37.88

Millwright (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$42.13

Millwright (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$48.93

Supplemental Benefit Rate per Hour: \$48.69

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.55

Supplemental Benefit Rate per Hour: \$18,20

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$29.19

Supplemental Benefit Rate per Hour: \$18.20

(Local #1010)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 23 of 36

ring given no com a supplier

The Trees of the proper states \$4

t de Niderange, englishing bee

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$12.38

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$17.64

Supplemental Benefit Rate per Hour: \$12.78

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$21.25

Supplemental Benefit Rate per Hour: \$16.23

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$22.05

Supplemental Benefit Rate per Hour: \$16.63

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$25.50

Supplemental Benefit Rate per Hour: \$19.14

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$26.46

Supplemental Benefit Rate per Hour: \$19.54

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$24.52

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$35.28

Supplemental Benefit Rate per Hour: \$24.92

(District Council of Painters)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 24 of 36

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$11.75

Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 25 of 36

ere e light bligger i Barrie Albe

भाग में अध्यक्ष अध्यक्षित्र म

visit Alfreda Silan eranig ters

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.91

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.39

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.36

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.44

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.61

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$22.69

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 26 of 36

(Local #530)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.10

Plasterer Tender - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.10

Plasterer Tender - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$19.15

Plasterer Tender - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$19.15

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 27 of 36

원생물 하는 보통을 모르는 것이다.

The state of the s

李子孝 (1984年) 18 (1984年) 1985年 (1984年) 1984年 (1984年)

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.07

Supplemental Benefit Rate per Hour: \$13.21

Plumber - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.17

Supplemental Benefit Rate per Hour: \$13.21

Plumber - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$29.02

Supplemental Benefit Rate per Hour: \$13.21

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.42

Supplemental Benefit Rate per Hour: \$13.21

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.49

Supplemental Benefit Rate per Hour: \$13.21

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.52

Supplemental Benefit Rate per Hour: \$12.10

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.89

Supplemental Benefit Rate per Hour: \$16.75

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.98

Supplemental Benefit Rate per Hour: \$19.50

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.80

Supplemental Benefit Rate per Hour: \$20.35

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 29 of 36

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 25% of Journeyperson's rate

Supplemental Rate Per Hour: \$6.35

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$17.12

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$23.54

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.70

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 FFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 30 of 36

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.11

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.96

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.15

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$13.95

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.83

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$17.72

Sign Erector - Second Year: 2nd Six Months

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 31 of 36

医二氏试验检检验 医多氏管囊膜切除

有点 化重热 政府 化自己电路 经现在记录运输 经总统股份 经额额

But the second wind a second

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.60

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.23

<u> Sign Erector - Third Year: 2nd Six Months</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.24

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.98

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.06

Sign Erector - Fifth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.15

Sign Erector - Sixth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.22

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate,

Steamfitter - Fifth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 33 of 36

o transfer of free free garde

and the region of the first and the contract of the state
rang merang berahal merebakan kelajah dibingga S

Effective Period: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 100% of Journeyperson's rate Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 34 of 36

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

<u>Tile Layer - Setter - Second 750 Hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

<u> Timberperson - First Year</u>

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 35 of 36

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

Timberperson - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

Timberperson - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

Timberperson - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

(Local #1536)

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- · Building Services,
- . Day Care Services.
- Food Services.
- Head Start Services.
- · Homecare Services.
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York City Administrative Code section 6-109. The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

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 <u>not</u> 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 that 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

opasiones o plansificación estre especial para la completa de la completa de la completa de la completa de la c La completa de la co

make gradustration of the contraction of the second contraction which is been also also the first of a second contraction of the contraction of th

TABLE OF CONTENTS

CLASSIFICATION	PAGE
BUILDING CLEANER AND MAINTAINER (OFFICE)	4
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)	4
CLEANER (PARKING GARAGE)	
DAY CARE SERVICES	
FOOD SERVICE EMPLOYEES	
HEAD START SERVICES	5
HOMECARE SERVICES	6
LANDSCAPING AND GROUNDSKEEPING WORKER	6
SECURITY GUARD (ARMED)	6
SECURITY GUARD (UNARMED)	6
SERVICES TO PERSONS WITH CEREBRAL PALSY	7
TEMPORARY OFFICE SERVICES	7
WINDOW CLEANER	

BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the La	abor Law Section 23	30 Schedule.		
	Kiris Sir		in a minar	8 - 18 <u>-</u> 1
BUILDING CLEANER AND MAINTA	INER (RESI	DENTIAL		
For the above building service classification, see the La	abor Law Section 2	30 Schedule.		
				CLAN CAMPAGE ST
CLEANER (PARKING GARAGE)				s gal y gyes. Davas al Cir
For the above building service classification, see the La	abor Law Section 2	30 Schedule.	e Maria de la composición del composición de la	gan i
DAY CARE SERVICES	The Arms of the			
Day Care Services				- राज्यसम्बद्धाः
'Day Care Services' means provision of day care service administered under contract with the city's Administrational be covered, including family-based day care progressions.	ion for Children's S	Services. No ot	her day care	programs
Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$10.00 Supplemental Benefit Rate per Hour: \$1.50				
(NYC Administrative Code §6-109)				

FOOD SERVICE EMPLOYEES

Cook

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.81

Supplemental Benefit Rate per Hour: \$1.75

Cafeteria Attendant

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$12.81

Supplemental Benefit Rate per Hour: \$1.75

Counter Attendant

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$12.24

Supplemental Benefit Rate per Hour: \$1.75

Kitchen Helper / Dishwasher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$11.94

Supplemental Benefit Rate per Hour: \$1.75

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)

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 5 of 8

HOMECARE 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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

LANDSCAPING AND GROUNDSKEEPING WORKER

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 6 of 8

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: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$34.97

Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$11,50

Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.07

Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$19.07

Supplemental Benefit Rate per Hour: None

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 7 of 8

Data Entry Operator

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.70

Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$15.78

Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$20.22

Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$20.32

Supplemental Benefit Rate per Hour: None

Overtime

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

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



THE CITY OF NEW YORK OFFICE OF THE COMPTROLLER 1 CENTRE STREET ROOM 1120 NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622 FAX NUMBER: (212) 669-8499

ALAN G. HEVESI COMPTROLLER

MEMORANDUM

November 6, 2000

To

Agency Chief Contracting Officers

From:

Leonard A. Mancusi

2 (a) your

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

As always, your cooperation is appreciated.

pay prevailing wages under §6-109 of the Administrative Code.

security guard sub-contractor, advise the contractors of their obligation to

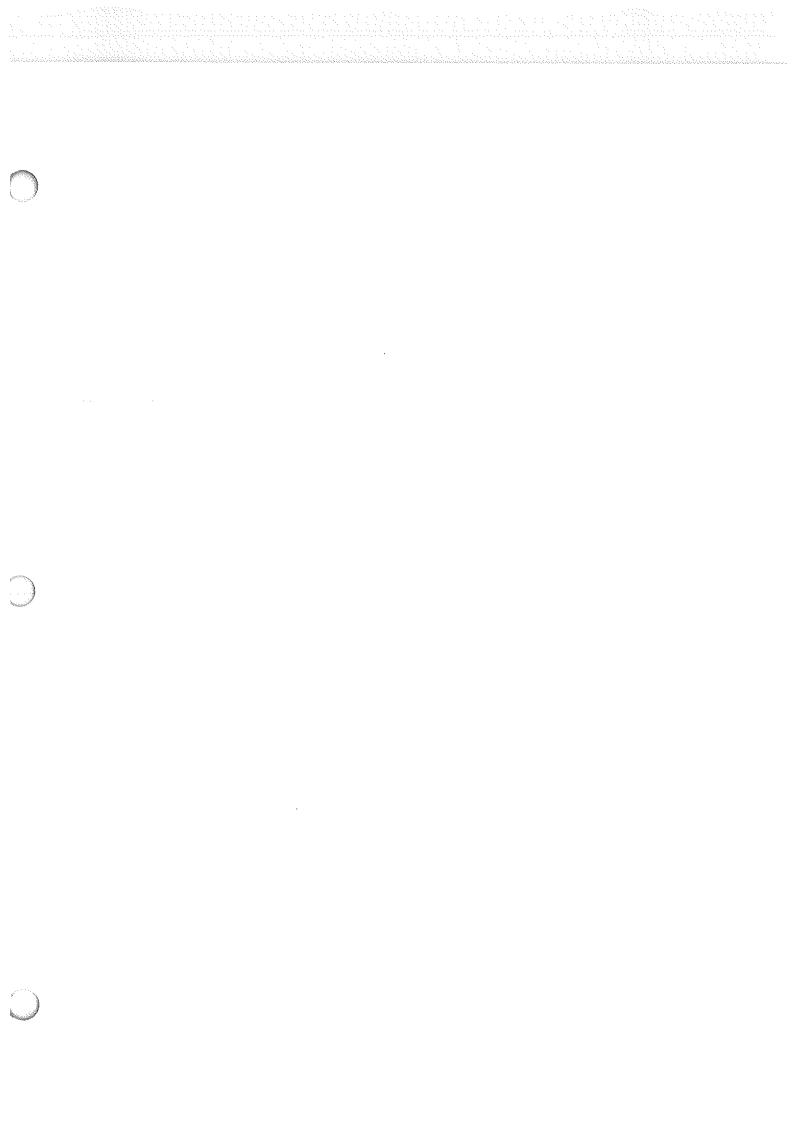
en al esta de la Orago de la calegación de la esta esta en esta de la Constitución de la estado de la estado d

and the company of th

se la transparación del marchia de April de la April d

and Karaman kata kan manana manan kan baharan baharan baharan baharan baharan baharan baharan baharan baharan b

LAM:er





INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: HWS17CW1

INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto
CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS)
CITY OF NEW YORK

Dragonetti Brothers Land Scap	ing Norgey & Flaviot Contractor.	
Dated December 20		
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORIT	Y	KJ. 2/6/17
	Acting Corporation Counsel	, , , , , ,
Dated February 6		~



Department of Design and Construction

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

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045 TELEPHONE (718) 391-1000 WEBSITE www1.nyc.gov/site/ddc/index.page

VOLUME 3 OF 3

SCHEDULE A SPECIFICATIONS AND REVISIONS TO STANDARD SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWS17CW1

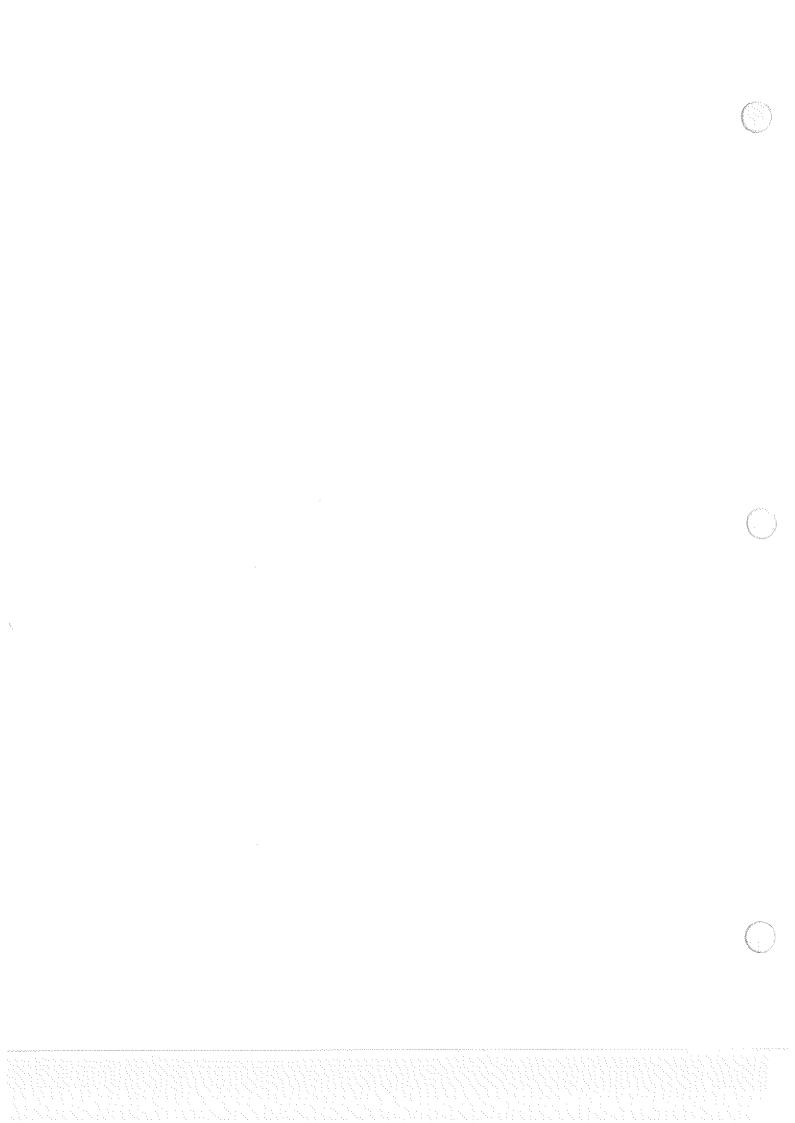
INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto
CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS)
CITY OF NEW YORK



FOR THE DEPARTMENT OF TRANSPORTATION PREPARED BY IN-HOUSE DESIGN

JANUARY 25, 2017



SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at:

http://www1.nyc.gov/site/ddc/resources/publications.page 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, August 1, 2015
- 2. NYCDOT Standard Highway Details of Construction, July 1, 2010

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at: http://www.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec 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. Specifications for furnishing all labor and material necessary and required for the installation, removal or relocation of street lighting equipment in the City of New York, 1992.
- 2. Standard Drawings, Division of Street Lighting
- 3. Specifications for Traffic Signals and Intelligent Transportation Systems Construction and Equipment
- 4. Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at: http://wwwl.nyc.gov/site/ddc/resources/publications.page 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. Nader Soliman, Tel. (718) 391-1179

- 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://wwwl.nyc.gov/site/ddc/resources/publications.page 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, November 2010
- Specifications for Trunk Main Work, July 2014
 Standards for Green Infrastructure, latest version, available only on-line

http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_stand ards.shtml

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

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

Standard Specifications and Drawings for New York City Fire Department Communications facilities are available from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

ong programma na mangalakan kalendara. Mangalah programma na mangalah menjada kalendaran keraja dan beraja dan beraja dan beraja dan beraja dan beraj

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

VOLUME 3 OF 3

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	PAGES
SCHEDULE A	GENERAL CONDITIONS TO CONSTRUCTION CONTRACT	SA-1 to SA-14
R - PAGES	REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS	R-1 to R-60
I - PAGES	NEW SECTIONS	I-1 to I-16
S – PAGES	SPECIAL PROVISIONS	S-1 to S-16
SW - PAGES	SEWER AND WATER MAIN SPECIFICATIONS	SW-1 to SW-4

PROJECT ID: HWS17CW1

1

(NO TEXT ON THIS PAGE)

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE) PART I. REQUIRED INFORMATION

D PRICE 0,000. or
9,000. or
ınt
ınt of
t
it equal
^
endar
set forth
ES)
ct price

	Project ID.: HWS17CW1
CONTRACT ARTICLE 22.	See pages SA-5 through SA-13
(Per Directions Below)	
CONTRACT ARTICLE 24. DEPOSIT GUARANTEE	1% of Contract price
As security for the faithful performance of its obligations, the Contractor , upon filing its requisition for payment on Substantial Completion , shall deposit	: 24 - 24
with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.	Hi Arisa Nasarata II. Mati fi nifeta 4. Alimaaya
CONTRACT ARTICLE 24. PERIOD OF GUARANTEE	Eighteen (18) Months, excluding Trees
Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Twenty-four (24) Months for Tree Planting
CONTRACT ARTICLE 74. STATEMENT OF WORK	
The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the	See Contract Article 74
Contract Drawings, Specifications, and all Addenda thereto.	
CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR	
The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at	See Contract Article 75
which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.	
Tot the Contract	
CONTRACT ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY	See M/WBE Utilization Plan in the Bid Booklet
PROCUREMENT	

STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE

\$ 500.00 for each calendar day of deficiency

If the Contractor fails to satisfactorily provide the field office and all equipment specified in Section 6.40 - Engineer's Field Office, and/or if a cited deficiency exceed seventy-two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5, is not corrected.

STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC

- \$ 250.00 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
- \$ 500.00 for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation

STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE

\$ 400.00 for each calendar day, for each occurrence

If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is <u>545</u> 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		1	1	N	ĺĊ)
***************************************		-	 _			• •-	•

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract	Number of Days of adjustment
Duration	
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

<u>Note</u>: 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 (m) or by X in a to left will be required under this contract

The minimum limits shall be \$ 3,000,000 per occurrence and \$ 6,000,000 per project aggregate applicable to this Contract. Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).	Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
	■ Commercial General Liability Art. 22.1.	occurrence and \$ 6.000,000 per project aggregate applicable to this Contract. Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project

Workers' Compensation Disability Benefits Insurance	Art. 22.1.2 Art. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.
■ Employers' Liability	Art. 22.1.2	Note: The following forms are acceptable: (1) New York State Workers' Compensation Board
☐ Jones Act	Art. 22.1.3	Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers'
☐ U.S. Longshoremen's and Harbo	r Workers	Compensation Board Form No. DB-120.1 and (4)
Compensation Act	Art. 22.1.3	Request for WC/DB Exemption Form No. CE-200.
and the second second second second		The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.
		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S.
	•	Law.
		☐ Additional Requirements:

☐ Builders' Risk	Art. 22.1.4	100 % of total value of Work
		Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.
		If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.
		Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.
■ Commercial Auto Liability	Art. 22.1.5	\$ 2,000,000 per accident combined single limit
		If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90
		Additional Insureds:
		(1) City of New York, including its officials and employees, and

Contractors Pollution Liability Art. 22.1.6	\$_5,000,000_ per occurrence \$_5,000,000_ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2 3
☐ Marine Protection and Indemnity Art. 22.1.7(a)	\$each occurrence \$aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2 3
☐ Hull and Machinery Insurance Art. 22.1.7(b)	\$ per occurrence \$ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2 3
☐ Marine Pollution Liability Art. 22.1.7(c)	\$_1,000,000_ per occurrence \$_1,000,000_ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2

[OTHER]

Art. 22.1.8

☐ Railroad Protection Liability Policy

(ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- 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

\$ <u>6,000,000</u> 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.

[OTHER]	Art. 22.1.8
☐ Professional Liability	
A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.	
B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.	
[OTHER] Art. 22.	
Engineer's Field Office	Fire insurance, extended coverage and vandalism, malicious mischief and burglary,
Section 6.40, Standard Highway Specificati	
[OTHER] Art. 22.	8
☐ The Following Additional Insurance Must Be Provided:	
Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.	

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

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

	[Name of broker or agent (typewritten)]	. * *
		A 1. 5
	[Address of broker or agent (typewritten)]	
	[Email address of broker or agent (typewritten)]	
	[Phone number/Fax number of broker or agent (typewritten))]
	[Signature of authorized official, broker, or agent]	
	[Name and title of authorized official, broker, or agent (type	written)]
State of)	
	`	
County of)	
Sworn to before me	this, 20	
JOTARY PURI IC	FOR THE STATE OF	

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	
20 20 Thomson Assense 4th Floor (IDCNV Building)	
30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)	
Long Island City, NY 11101	_
	_

。 1995年 - 199

in sport degree for decreasing the first first and the property of the decreasing contract and formation

where the contract of the second of the state of the second of the seco

and the substitution of th

(NO TEXT ON THIS PAGE)

R-PAGES

REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") contained in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- SB 17-002 RODENT AND WATERBUG PEST CONTROL
- SB 17-003 ENGINEERS FIELD OFFICE
- SB 17-004 FIRE DEPARTMENT FACILITIES
- SB 17-005 DIGITAL PHOTOGRAPHS
- SB 17-006 RECORDS OF SUBSURFACE STRUCTURES

o kajaro kompleka politika i tako tronom kontra kontra politika politika politika politika i kontra kontra kon Politika politika i kontra
and the first of t

rande de la compaña de la c La compaña de la compaña d La compaña de la compaña d

and the control of the plant of the control of the The control of
(NO TEXT ON THIS PAGE)

and the second of the second

그런 일본 이 회에 이 그는 보는 이 이 아이를 잘 됐다. 학교회 전에 대표한 학생에 대한 생각이 있는 회에

人名英格兰 化二氯化甲基基 医乳腺管 医皮肤病 医电影 医电影

· 经有效的 医自动性 医电影 医二甲基甲基酚

그 그 그 그 그 그 그 그는 그는 그는 그를 가는 것이 되었다. 그 그 그 그는 그를 보는 그들이 그를 모르는 것이다. 그는 그를 보는 그들이 그를 보는 것이다. 그는 그를 보는 그를 보는 것이다.

1/20/2017



SPECIFICATION BULLETIN

SB

16-001

Title: REVISIONS TO NYO	DOT STANDA	ARD HIGHWAY SPECIFICATIONS	
Prepared:		Approved:	
(10)	6/29/2016	6/29/2016	
Bishard Israel B.S. CMI		Mohsen Zargarelahi, P.E. Date	
Richard Jones, P.E. CWI	Date	- I	
Director, Specifications – Infrastructure Design		Assistant Commissioner – Infrastructure Design	

APPLICABILITY:

• This Specification Bulletin (SB) is effective for projects advertised on or after 7/11/16.

SUPERSEDENCE:

• This SB supersedes the following SBs: NONE

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 1 OF 2. DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

a) Refer to Page 3, Subsection 1.06.3; Delete the third paragraph;

Substitute the following new paragraph:

"Any doubt as to the meaning of this contract or the specifications thereof, or any obscurity as to the wording of them, or any discrepancy between them, or any discrepancy between figures and drawings will be explained by the Engineer."

- b) Refer to Page 5, Subsection 1.06.8;
 Delete the words "tentative" wherever it occurs in the last paragraph.
- c) Refer to Page 17, Subsection 1.06.23.(G), last paragraph; Delete the word "asbestos" wherever it occurs.
- d) Refer to Page 26, Subsection 1.06.29, line number four (4);

 Delete the words and punctuation mark ", and at the prices fixed herein" in its entirety.



SPECIFICATION BULLETIN

SB

16-001

Title: REVISIONS TO NYC DOT STANDARD HIGHWAY SPECIFICATIONS

e) Refer to Page 41 Subsection 1.06.48.(C), 2nd paragraph, 1st line;

Delete from the first line starting from "have maximum grade of one (1) vertical on three (3) horizontal", in its entirety;

Substitute the following:

"have a maximum grade of one (1) vertical on twelve (12) horizontal, for pedestrian ramp and one (1) vertical on six (6) horizontal, for driveway ramp".

- f) Refer to Page 87, Subsection 2.18.3(A), 4th paragraph;
 Change "." to "," after "... and Appeals";
 Add the following words: "and the health standards of OSHA of the U.S. Department of Labor."
- g) Refer to Page 104, Subsection 3.01.3.(C).1.(c), 4th paragraph: Delete the words "to a maximum of 70%"
- h) Refer to Page 120, Subsection 3.05.5.(A), 2nd Table 3.05-V;

 Delete the sentence: "Concrete of Type IA, IIA and IIIA shall have an air entrainment of 4 to 7 percent when the coarse aggregate is 1 1/2" stone and 5 to 7 percent when the coarse aggregate is 3/4" stone, with 6.5 percent desired in either case."

Substitute the following:

"Concrete of classes shown in Table 3.05-II shall have an air entrainment of 4 to 7 percent for size 357 coarse aggregate and 5 to 7 percent for size 67 or 57 aggregate, with 6.5 percent desired in either case. If concrete is pumped, air entrainment shall be measured after the pump."

- i) Refer to Page 135, Subsection 3.05.9, 4th paragraph;
 Add the following words to the end of the 4th paragraph: "Dosing of accelerators and retarders shall be per the manufacturer's published recommendations.
 Addition of an accelerator or retarder per this subsection will not require a separate mix design, unless requested by the Engineer."
- j) Refer to Page 192, Subsection 4.06.12;
 Delete the Subsection 4.06.12, in its entirety and substitute the words "4.06.12. (NO TEXT)." The use of rubble aggregate will not be permitted.
- k) Refer to Page 282, Subsection 5.02.2.(C), 2nd paragraph; Add the following words: "6 in x 12 in" after "At least four (4)"



SPECIFICATION BULLETIN

SB

16-001

Title: REVISIONS TO NYC DOT STANDARD HIGHWAY SPECIFICATIONS

I) Refer to Page 282, Subsection 5.02.2.(C), 2nd paragraph;

Delete the sentence: "Curing boxes shall be furnished in good operating condition, capable of maintaining cylinders under water at a curing temperature of 72°F. ±5°F."

Substitute the following:

"Curing boxes meeting the requirements of ASTM C31 and C511 shall be furnished in good operating condition, and shall maintain cylinders under water at a curing temperature of 73.5°F ±3.5°F. Curing boxes with rusted or corroded interior surfaces shall not be used."

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 2 OF 2, DATED 8/1/15:

No Changes.



, the graph of The Color of States o

The first term of the first te

。1994年 - 1997年 - 1995年 - 1995

(NO TEXT THIS PAGE)



SPECIFICATION BULLETIN

SB

16-002

Title: REVISIONS TO TH SPECIFICATIONS	E NYC DEP STAI	NDARD SEWER AND WATI	ER MAIN
Prepared:	10/11/2016	Approved: Works Tarramy	10/11/2016
Richard Jones, P.E. CWI Director, Specifications – Infrast	Date ructure Design	Mohsen Zargarelahi, P.E. Assistant Commissioner – Infras	Date

APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 11/14/16.

SUPERSEDENCE:

• This SB supersedes the following SBs: NONE

ATTACHMENTS:

- ATTACHMENT 1: Revised Section 40.05 SHEETING AND BRACING Pages A1-1 through A1-7
- ATTACHMENT 2: Revised Section 70.91 SHEETING Pages A2-1 through A2-3

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF ENVIROMENTAL PROTECTION STANDARD SEWER AND WATER MAIN SPECIFICATIONS, DATED 7/1/14:

All references contained below are to the New York City Department of Environmental Protection Standard Sewer and Water Main Specifications, Dated July 1, 2014. Said Standard Sewer and Water Main Specifications are hereby revised as follows:

- a) Refer to Page III-6, Subsection 30.03.1;
 Add the text ", C780 Annex 6" to line (2) after the words "C109".
- b) Refer to Pages IV-12 through IV-18, Section 40.05 SHEETING AND BRACING;
 Delete in its entirety the Section;
 Substitute the revised Section in Attachment 1 (7 pages).
- Refer to Page V-60, Subsection 50.72.5.(A);
 Delete in its entirety the Subsection;
 Substitute the revised Subsection:



SPECIFICATION BULLETIN

SB

16-002

Title: REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- "(A) Cement shall be either Type V cement meeting the requirements of ASTM C150 or blended cement containing 8% microsilica that meets the requirements of NYS Department of Transportation Standard Specification 701-03, Type IP (8)".
- d) Refer to Page V-65, Subsection 50.72.7.(N);
 Delete the second sentence "The test cubes shall be 4"x4"x4"."
- e) Refer to Page V-66, Subsection 50.72.7.(N);

Delete the text:

Test cubes will be made and stored in accordance with ASTM C31 and tested in accordance with ASTM C39, except as otherwise modified by the Engineer. Each test will consist of three (3) cubes; one (1) to be tested at seven (7) days, the other two (2) at twenty-eight (28) days.

Substitute the revised text:

"Test cores will be made, cured, and tested in accordance with ASTM C42, except as otherwise modified by the Engineer. Test cores will be made from a shotcrete test board, where the shotcrete thickness matches the placed thickness. Each test will consist of three (3) cores; one (1) to be tested at seven (7) days, the other two (2) at twenty-eight (28) days."

- f) Refer to Pages V-65, V-66, and V-67, Subsections 50.72.7.(N), 50.72.9, and 50.72.10,

 Delete the text "Test Cube" wherever it appears;

 Substitute the text "Test Core".
- g) Refer to Page VII-25, Subsection 70.12.5.(B).(2);
 Delete the text "and C492";
 Substitute the replacement text "or C780 Annex 6"
- h) Refer to Page VII-29, Subsection 70.13.4;
 Add the text " or C780 Annex 6" after the words "C109".
- i) Refer to Pages VII-48 through VII-51, Section 70.91 SHEETING;
 Delete in its entirety the Section;
 Substitute the revised Section in Attachment 2 (3 pages).

SECTION 40.05 SHEETING AND BRACING

40.05.1 SHEETING AND BRACING

- (A) The sides of the trenches and excavations shall be supported by adequate sheeting and properly braced. All sheeting and bracing systems the Contractor elects to use or are ordered by the Engineer or the Department shall comply with these specifications and must receive the approvals stated herein. Timber sheeting and bracing shall be vertical sheeting with rangers and braces or horizontal sheeting supported by vertical steel soldier beams and the necessary bracing.
- (B) Where the material to be excavated is of such character as to render it necessary, the sheeting shall be tongued and grooved and driven to such depths below the subgrade as may be directed.
- (C) Where the nature of the material encountered or the safety of the adjacent structure render it necessary, the Contractor may resort to the use of steel sheet piling with prestressed bracing or the Contractor may underpin the structure or buildings.
- (D) Other sheeting systems may be permitted upon approval of the Department of Design and Construction. (Trench Boxes will not be permitted for use in trenches and excavations that exceed twelve (12) feet in depth. (See **Subsection 40.05.4(E)**.))
- (E) In general, sheeting and bracing in trenches and excavations shall be designed and installed so that the sheeting shall not be braced or blocked against any part of the new structure, or manholes, or chambers. When conditions warrant, bracing against such structures may be permitted following the approval of drawings prepared and submitted by a Professional Engineer licensed in the State of New York, showing the assumed design loads and stresses, and details of such bracing.
- (F) If, in the opinion of the Engineer, any of the approved temporary or permanent supporting structures are inadequate or unsuitable for the actual conditions in the field, the Engineer may direct the Contractor to strengthen the supporting structures at no additional cost to the City. The Contractor shall be responsible for the sufficiency of all temporary and permanent supporting structures whether or not directed by the Engineer to strengthen them.
- (G) Unless otherwise specified in the plans or these specifications, the Contractor shall remove all sheeting and bracing throughout this project as per **Subsection 40.05.7**.

40.05.2 SHEETING LEFT IN PLACE

When sheeting is specifically shown on the plans or specifically described in the specifications or specifically ordered in writing by the Engineer to be left in place, it refers to all sheeting and bracing in trench excavations for water main pipe and sewer conduit including manholes, valves and chambers. Excavations for catch basins, basin connections, house services and other excavations not considered part of the trench excavation for water main pipe and sewer conduit shall have their sheeting and bracing removed entirely.

When sheeting is to be left in place, all elements such as rangers and braces, of the sheeting used, must be left in place, except for such temporary braces that require removal in order to make way for the structure. Where it is necessary to remove such temporary braces, the sheeting shall be rebraced in a manner approved by the Engineer; however, in no case shall the sheeting be braced against the side of the structure unless approved in writing by the Engineer. Where lagging and soldier beams are used, the soldier beams and all the rangers and braces shall also be left in place. Where steel sheeting is used, the rangers and braces shall also be left in place.

When sheeting is to be left in place, the Contractor shall cut sheeting at the elevations ordered in writing by the Engineer; however, in general such cutoffs shall not be less than four (4) feet below the final

NYC DDC SPECIFICATION BULLETIN 16-002

grade. Timber sheeting shall be cut off by sawing. Steel sheeting or soldier beams shall be cut off by burning. Breaking off of sheeting will not be permitted. The Contractor shall remove from the trench and away from the site of work, to the Contractor's own place of disposal, all cut sheeting and soldier beams together with all rangers, lagging and braces above the ordered elevation of cut. Where the removal of rangers and braces above the ordered elevation of cut is determined by the Engineer to render the sheeting system unstable, rangers and braces shall be placed prior to cutting at a level below the ordered elevation of cut and left in place.

(A) FOR SHEETING OF WATER MAIN TRENCHES AND EXCAVATIONS

Additional payment will be made for sheeting and bracing that is specifically shown on the plans or specifically described in the specifications or ordered in writing by the Engineer, to be left in place in water main trenches and excavations. Payment will be made in accordance with **Section 70.91**.

(B) FOR SHEETING OF SEWER TRENCHES AND EXCAVATIONS

No separate or additional payment will be made for sheeting and bracing that is specifically shown on the plans or specifically described in the specifications to be left in place in sewer trenches and excavations, regardless of the type used nor for the removal from the trench and excavation and the disposal away from the job site of the cut sheeting, bracing and rangers. The cost thereof shall be included in the prices bid for all sewer contract items of work, except when separate payment for sheeting and bracing is provided, in this case the cost shall be included therein. When sheeting is specifically ordered by the Engineer, to be left in place in sewer trenches and excavations, the cost for all labor, materials, cutting, removal, disposal, insurance and work required to leave sheeting in place shall be determine in accordance with **Articles 25 and 26** of the Contract.

40.05.3 MATERIALS

- (A) Timber sheeting and bracing shall be of new or acceptable used timber free from injurious defects.
- (B) Steel soldier beams shall comply with the requirements of Section 23.05 Structural, Reinforcing And Miscellaneous Steel, except that approved used material will be permitted. Steel sheet piling shall comply with the requirements of Section 24.01 Steel Sheeting, except that approved used materials will be permitted. Timber and lumber for bracing, shoring, fencing, bridging, and decking shall conform to the requirements of Section 23.06 Timber And Lumber. Steel used for sheeting systems or for any other purposes herein shall conform to the requirements of the ASTM A36 and all other applicable requirements of ASTM.
- (C) Steel Plates for use as sheeting will be permitted provided that they are properly installed and supported. The use of steel bracing frames which partially support the steel plates will be permitted up to a depth of twelve (12) feet. The use of steel plates in conjunction with trench boxes will not be permitted (trench boxes can not be considered as steel bracing frames).
- (D) Steel Sheeting shall conform to the requirements of Section 24.01 and shall be installed with continuous interlock.

40.05.4 CONSTRUCTION METHODS

- (A) GENERAL Timber sheeting and bracing and other sheeting systems shall be of sufficient dimensions and strength, and steel sheeting shall be of sufficient type, size and weight, to support adequately the sides of the trenches and excavations and insure the safety of adjacent structures and shall be installed in accordance with the approved sheeting details. The Contractor shall be solely responsible for the adequacy and sufficiency of all sheeting and bracing used.
- (B) SHEETING Unless otherwise specified, timber sheeting and bracing shall be driven or placed ahead of the excavation in such a manner as to prevent the loss or slippage of ground in order to

safeguard adjacent surface and subsurface structures. The sheeting shall be driven to adequate depth below subgrade. As the work progresses, any voids back of the sheeting shall be filled and compacted in accordance with **Section 40.06** and as directed by the Engineer.

- (C) Sheeting can be used as forms for concrete work. Whenever sheeting is used as formwork as specified or approved by the Engineer only timber sheeting will be permitted unless otherwise approved or specified in writing by the Engineer. When sheeting is used as formwork, an approved protection shall be placed between the sheeting, bracing or soldier beams and the concrete. In addition, when sheeting is used as formwork for any structure or portion thereof, the thickness of that structure or portion of such structure shall be increased be three (3) inches beyond the original neat line of such structure or portion thereof. In no case shall the sheeting, soldier beams or other bracing encroach upon the original neat line of the structure. In such instances when sheeting, soldier beams or other bracing is found to encroach upon the neat line of the structure, the Engineer shall direct the Contractor to remove such sheeting, soldier beams or other braces and redrive and/or replace the sheeting, soldier beams or other braces outside the neat line of the structure. All sheeting used as formwork shall be removed.
- (D) All open cuts shall be excavated with vertical sides and properly supported with close sheeting and bracing in conformity with the requirements of **Section 40.03 Earth Excavation** and with 23 NYCRR "Protection of Persons Employed in Construction and Demolition Work" and 16 NYCRR Part 753 "Protection of Underground Facilities" of the State of New York, Department of Labor, Board of Standards and Appeals.
- (E) The Contractor is advised that trench boxes will be permitted for use as a sheeting system provided that the depth of trench does not exceed twelve (12) feet. The use of trench boxes to partially sheet trenches that are greater than twelve (12) feet in depth, will be strictly prohibited.

Should trench boxes meeting the above requirements be utilized, the trench will not have to be sheeted completely to subgrade. The trench box will be permitted to "hang up" to a maximum of two (2) feet above subgrade provided that the existing soil in the area of the subgrade can "stand up" on its own without sheeting. Should running ground be encountered or should the soil in the subgrade area begin to slough off, the Contractor will be required to extend the trench box to subgrade. The Engineer shall always maintain the right to order the Contractor to lower the trench box to subgrade as required.

No deductions will be made from any payment for not sheeting the bottom two (2) feet of trench if approved by the Engineer and no additional payment will be made should the Contractor be directed to sheet completely to subgrade.

All sheeting and bracing drawings submitted for approval which indicate trench boxes must be designed for the full depth of trench (to subgrade) and shall show the trench box extending to subgrade.

(F) SLOPED SIDES OF TRENCHES OR EXCAVATIONS - Where the Contractor requests permission not to sheet a trench or excavation, and offers to slope the sides of such trench or excavation in accordance with OSHA Regulations in lieu of such sheeting, the Contractor's request shall be reviewed by the Engineer.

If the Engineer deems such sloping to be acceptable the Engineer shall so notify the Contractor in writing.

Pavement excavation and restoration requirements shall be governed by the width of the trench measured at the bottom of the pavement foundation. Pavement excavation and restoration in excess of those required in connection with standard trench excavation, as specified, shall not be paid for.

In those cases where the Contractor does not request permission to side slope, but the Engineer determines that side sloping is in the best interests of the City, the Engineer shall order the Contractor to proceed using such side sloping. In these cases, the additional pavement excavation and restoration will be paid for at the appropriate bid unit price.

NYC DDC SPECIFICATION BULLETIN 16-002

In both of the above cases it shall be presumed that side sloping a trench or excavation is done to obtain a lower cost for the work to be performed. The City shall, therefore, take an <u>appropriate</u> credit to cover the difference in overall costs resulting from the use of side sloping instead of timber sheeting.

(G) SHEETING METHODS

The following methods of sheeting trenches are acceptable:

- (a) Vertical Wood Sheeting
- (b) Steel Soldier Beams with Horizontal Wood Lagging
- (c) Interlocking Steel Sheeting
- (d) Trench Boxes for trench depths up to twelve (12) feet
- (e) Steel Soldier Beams with Steel Plates continually supported
- (f) Steel Frames with Steel Plates for trench depths up to twelve (12) feet
- (g) Krings and Icon Type Sheeting Frames and Plates

40.05.5 SHOP DRAWINGS

The Contractor will be required to submit Shop Drawings detailing the sheeting system whenever the depth of cut exceeds five (5) feet.

- (A) Before commencing any excavating operation the Contractor shall have approved drawings from the Department of Design and Construction for all types of sheeting and bracing systems, cofferdams, shoring, underpinning, bridging, decking and all other temporary or permanent supporting structures required.
- (B) The Contractor shall submit for approval five (5) copies of sheeting and bracing drawings, and other structures (i.e. decking, bridging) drawings that the Contractor proposes to use for the work.
- (C) The Contractor shall have these drawings prepared by a Licensed Professional Engineer, currently registered in the State of New York. Such drawings shall be submitted together with design calculations, references, tables and charts. Both drawings and design calculations shall bear the imprint of the Licensed Professional Engineer's seal and signature.
- (D) In designing the sheeting stated above, the Contractor's Engineer shall take note of the standard minimum load diagram requirements for Watertight and Non-Watertight sheeting structures. (See Sewer Design Standards.)
- (E) The following notes shall be required on all sheeting detail submissions:
 - (1) If the actual surcharge is in excess of three hundred thirty (330) pounds per square foot the Contractor shall adequately reinforce the sheeting and bracing as required at no additional cost to the City.
 - (2) Maximum pilot cut shall be five (5) feet.

The sheeting and bracing drawings shall also include but not be limited to the following: the density of the soil, the internal angle of friction of the soil, the stress grade and type of lumber, the allowable steel stresses and the sequence of construction operation where required.

(F) Shop drawings of sheeting, bracing and other structures used by the Contractor shall be signed by and carry the seal of a Professional Engineer licensed in the State of New York. These drawings shall be submitted together with proper design computations bearing the same seal and signature. Shop drawings shall be on sheets twenty-seven (27) inches by forty (40) inches with a one-half (1/2) inch marginal space on three (3) sides and a two (2) inch marginal space for binding on the left side.

NYC DDC SPECIFICATION BULLETIN 16-002

ATTACHMENT 1 A1-4 Shop drawings shall be numbered consecutively and shall accurately and distinctly present the following:

- (1) All working and erection dimensions.
- (2) Arrangement and sectional views.
- (3) Necessary details, including complete information for making connections between work under this contract and work under other contracts.
- (4) Kinds of materials.
- (G) Each shop drawing shall be dated and contain:
 - (1) The name of this project and this contract number.
 - (2) The description name of classified contract item number or numbers under which it is or they are required.
 - (3) The locations or points at which the sheeting is to be installed in the work.
- (H) All sheeting submissions shall reflect the means and methods chosen by the Contractor and approved by the Engineer. Whenever steel sheeting systems (including trench boxes, frames and plates, etc.) are submitted which would render the crossing of Utilities (i.e. water mains and sewers) impossible the Contractor shall also submit, for approval, a system which can be utilized to permit such crossings (i.e. wood sheeting).
- (I) The submission of multiple sheeting systems shall be kept to a minimum. Whenever the Contractor submits multiple systems they must be accompanied with a Location Plan shop drawing to indicate the exact location where these various systems are to be installed. Since the approval of multiple systems will delay the sheeting approval process the Contractor is requested to submit a schedule indicating the time frame that these systems are required. In addition the Contractor will be required to install these multiple systems at the locations indicated on the submitted Location Plan. Should the Contractor request to change the sheeting system at any particular location the Contractor will be required to resubmit the sheeting drawing, for approval, even though the revised sheeting system may have been approved at another location within the project area. The Contractor is reminded that the approval time for any given sheeting system may require up to four (4) weeks.

40.05.6 DESIGN CRITERIA

The following criteria shall be used in calculating the required sheeting, bracing and/or decking systems.

- (A) All compression members (struts) shall be designed with a factor of safety of two (2.0). The factor of safety of two (2.0) shall be a value above and beyond the allowable value for compressive stresses for steel as designated in the "AISC Manual of Steel Construction", and for wood as designated in the "National Design Specification for Stress-Grade Lumber and its Fastening". All other allowable stresses (not including compression members) may be increased by thirty-three and one-third (33-1/3) percent where sheeting and bracing is deemed a temporary structure.
- (B) A factor of safety shall be used to determine the minimum embedment for sheeting as follows:

Vertical Timber - 15%

Soldier Beams - 20%

Steel Sheeting - 30%

- (C) Embedment shall be calculated in accordance with the procedures and standard minimum load diagrams specified herein. The maximum allowable embedment for vertical timber sheeting shall not exceed three feet six inches (3'-6"). The minimum embedment shall be two (2) feet.
- (D) The Contractor is advised that the maximum allowable bending stress (F_b) for all timber members shall not exceed one thousand seven hundred fifty (1,750) pounds per square inch. If the Contractor

NYC DDC SPECIFICATION BULLETIN 16-002 ATTACHMENT 1 A1-5 elects to use a bending stress higher than $F_b = 1,750$ -psi, written certification of bending stress test results shall be submitted to the Engineer prior to use of such material in construction.

- (E) Where it is anticipated that heavier crane or equipment loads will fall within the influence line of the trench, design loads shall be increased accordingly.
- (F) The Contractor shall compute and include in the Contractor's submission of drawings and calculations the following:
 - (1) Maximum bending stress
 - (2) Maximum horizontal shear in wale
 - (3) Compression perpendicular to grain
 - (4) Maximum vertical shear stress

(G) DECKING

- (1) Unless otherwise specified in the contract documents or approved in writing by the Engineer, the minimum live load on decking shall be AASHTO HS20-44 or Contractor's equipment or heaviest truck loading (i.e. concrete trucks) whichever is greater plus an impact factor of thirty-three (33) percent.
- (2) Unless otherwise approved, timber mats shall extend a minimum of three (3) feet from sheeting line on either side of trench.
- (3) Unless otherwise approved, a minimum one thousand (1,000) pounds per square foot surcharge load shall be used for sheeting below decking.
- (H) Maximum trench widths shown on sheeting details shall not exceed those allowed by the standards or specifications.
- (I) The Contractor shall provide an individual cross-sectional sheeting (trench) detail for each size water main pipe and sewer conduit to be constructed unless permission to do otherwise is granted.
- (J) Where the water table lies above the subgrade of trench and a well point or deep well dewatering system is not used, the Contractor shall include the effect of hydrostatic loading in calculations for both watertight and non-watertight sheeting.
- (K) Sheeting details shall accurately depict actual field operations. The Contractor shall be restricted to a maximum five (5) feet deep pilot cut and all details must reflect this. Additional braces and wales may be required to install sheeting due to the five (5) feet maximum pilot cut restriction. The Contractor shall not assume that additional pilot cut depths will be allowed.

40.05.7 REMOVAL OF SHEETING

All sheeting design and requirements shall be in strict conformance with this section and all appropriate Addenda to the specifications.

Unless otherwise specified in the plans or these specifications, the Contractor shall remove all sheeting and bracing throughout this project.

(A) The sheeting shall be removed in lifts during the backfilling operation in order to permit proper placement and compaction of material against the structure and the earth bank. This work shall be accomplished in conjunction with the removal of wales and braces. In no case shall the lifts for sheeting exceed the specified or otherwise approved depth of compaction layer.

- (B) The Contractor shall submit to the Engineer, for approval, the Contractor's method for installation and removal of sheeting and the method for backfilling the trench. The submission shall also specify if there are any location(s) where sheeting cannot be removed and detail the reasons why the sheeting cannot be removed. The submission shall be signed by and carry the seal of a New York State Licensed Professional Engineer. These methods must be strictly adhered to.
- (C) The Contractor is advised that the Contractor will be responsible for, and shall solely at the Contractor's own expense, repair, replace and/or relocate all City owned utilities that are damaged and/or disturbed due to the Contractor's removal of sheeting operation.
- (D) If the Contractor is required to leave the sheeting system in place in order to protect City owned utility crossings and structures, payment will be made in accordance with **Subsection 40.05.2(A)** and **Subsection 40.05.2(B)**.
- (E) This section shall not be construed to relieve the Contractor of the Contractor's obligation under the contract to maintain, protect and support (temporarily and permanently) all City owned utilities within the influence lines of the excavated trenches. The Contractor in accordance with the standards of the agencies having jurisdiction thereof shall perform such maintenance, protection and support.
- (F) The cost of maintenance, protection and support (temporarily and permanently) of City owned utilities shall be included in the prices bid for all items for which there are bid prices.
- (G) If a soldier beam and lagging sheeting system is utilized then all parts of the system (i.e. soldier beams, bracing, wales and lagging) must be removed.
- (H) There shall be no additional payment made for repairing, replacing and/or relocating City owned utilities that may be damaged and disturbed due to the Contractor's removal of sheeting operation, or for work performed by the Contractor as directed in **Subsection 40.05.7(E)** above.

40.05.8 COST INCLUDED

There shall be no separate payment for the sheeting and bracing of trenches and excavation of water mains larger than 20-inches in diameter and appurtenances thereto including valve chambers, regulator chambers, etc.; and for the sheeting and bracing of trenches and excavation of all sewer conduits and appurtenances thereto including manholes, chambers, catch basins, etc. The cost of all labor, material, plant, equipment and insurance necessary or required to furnish and install all timber and steel sheeting together with all necessary rangers, bracing, lagging, soldier beams, etc., excavation for the placing of sheeting, backfill and compaction behind sheeting to prevent loss of ground, cut off of sheeting as specified, together with all work incidental thereto, all in accordance with the plans and specifications and as directed by the Engineer, shall be deemed included in the prices bid for the respective contract items.

40.05.9 SEPARATE PAYMENT

Separate payment will be made for the sheeting of water mains 20-inches and smaller in diameter. Payment will be made in accordance with **Section 70.91**.

(NO TEXT THIS PAGE)

R-16

SECTION 70.91 SHEETING

70.91.1 DESCRIPTION

This section describes the use of Sheeting in water main trenches and excavations only.

70.91.2 MATERIALS

All sheeting materials shall comply with Subsection 40.05.3.

70.91.3 CONSTRUCTION METHODS

To prevent injury to workmen or to avoid damaging existing water pipes, structures, and pavements and their foundations through caving or sliding of the banks of a trench or other excavation, protection shall be provided for all excavation work except where a determination is made by the Contractor, the Engineer or the Engineer's inspector at the work site that the nature of the excavation does not require protection.

Excavation protection, when required, shall be provided in accordance with the requirements of:

- (1) U.S. Occupational Safety and Health Administration (OSHA) Construction Safety and Health Regulations, Part No. 1926, Subpart P;
- (2) 23 NYCRR, Subpart 23-4 Excavation Operations;
- (3) 16 NYCRR, Part 753 Protection of Underground Facilities;
- (4) Special requirements detailed below.

NOTE: Whenever an interpretation difference exists as to selecting the applicable requirements, that of the most stringent one shall govern.

(A) SPECIAL REQUIREMENTS

Unless specifically ordered otherwise by the Engineer or the Engineer's inspector at the work site, the following Special Requirements shall be adhered to:

(a) Trenches For Water Main Pipe 12-Inch In Diameter And Less

In general, such trenches shall not be sheeted since, with the laying depths used, the trench bottoms will be less than five (5) feet below the ground surface. However, removal of existing pipe, or connections to existing pipe may, in some instances result in trench depths of five (5) feet or greater. In such cases, at a minimum, sheeting will be required. If sheeting is required, it shall be of sufficient length so that all ingress and egress is within the sheeted area, and shall extend at least 2 feet beyond all work locations and access points. If workmen are required to transit between sheeted areas, they must exit the trench.

If, in the opinion of the Engineer or the Engineer's inspector at the work site, sheeting is required, for whatever reason, in any trench or other excavation, the Contractor shall install it.

(b) Trenches For Water Main Pipe 16-Inch and 20-Inch In Diameter

All such trenches shall be sheeted, regardless of the depth of the trench.

NYC DDC SPECIFICATION BULLETIN 16-002

(c) <u>Trenches For Water Main Pipe Larger Than 20-Inch In Diameter; And Excavations For Chambers</u> And Manholes

All such trenches shall be sheeted, regardless of the depth of the trench.

(d) Detailed Requirements As To Type And Size Of Sheeting

Unless specifically noted otherwise on the contract drawings or in these specifications, the sheeting required in paragraphs (a), (b), and (c) above, above, shall be furnished and installed in full compliance with the requirements of Section 1926.652 of the OSHA Regulations.

The size and spacing of sheeting, stringers, and cross bracing required for various soil conditions shall meet the latest OSHA Regulation requirements.

(B) SUBSTITUTION FOR TIMBER SHEETING

Any substitution for timber sheeting and bracing such as a self-supporting movable shield of timber or metal, etc., must be designed by and stamped with the seal of a Professional Engineer, licensed to practice in the State of New York, and must be approved by the Engineer in writing prior to its being used on the job. Submittal of proposed substitutions shall be made by the Contractor at least four (4) weeks prior to their scheduled use to allow for proper review and approval of it by the Engineer.

(C) SHEETING LEFT IN PLACE

Where the sheeting is ordered to be left in place, the full amount of the lumber so left in place will be paid for at fifty percent (50%) of the market value thereof, without any allowance for the cost of delivery or placing in the work. Sheeting left in place shall be cut off in accordance with **Subsection 40.05.2**.

When sheeting is ordered to be left in place, the cost of all work required for the cutting, removal and disposal of the cut sheeting shall be deemed included in the fifty percent (50%) compensation paid above.

70.91.4 MEASUREMENT

The quantity of sheeting incorporated into the work, complete, as shown, specified or required shall be computed as twice the depth of trench times the length of the sheeted trench. The depth of trench or excavation to be sheeted shall be from the ground surface to the bottom of the pipe. In those cases where a special foundation, such as a broken stone bed or a concrete cradle or mat is required, the depth of trench or excavation to be sheeted shall be from the ground surface to the bottom of such special foundation.

Payment for sheeting of trenches for water main pipe 12-inch in diameter and less shall be made per square foot under bid Item No. 70.91SW12 - FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS contained in the bid schedule.

Payment for sheeting of trenches for water main pipe 16-Inch and 20-inch in diameter shall be made per square foot under bid Item No. 70.91SW20 - FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER contained in the bid schedule. Where there is no bid item for such sheeting, because the quantities of such pipe to be installed are very small, or the work involves connecting smaller size pipe to 16-Inch and 20-inch mains or larger, payment for such sheeting will be made at the unit price bid for Item No. 70.91SW12 - FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS.

The Contractor's attention is directed to the fact that the Contractor's bid price for sheeting covers the cost of extra earth excavation and other extra costs involved in laying the pipe, such as but not limited to, lesser pipe footage being installed per day, etc.

NYC DDC SPECIFICATION BULLETIN 16-002

All of the above provisions are intended to apply to those instances where sheeting is required in a trench in order to lay pipe. In such instances a wider trench is required (to accommodate the sheeting) than when pipe is laid in unsheeted trenches.

When sheeting is provided in portions of a trench (to protect men inserting taps, etc.) that was originally excavated for laying a water main, and when such trench was not sheeted at the time the water main was laid, payment shall be made only for the amount of sheeting actually placed. In all such cases the payment lines for pavement excavation, pavement restoration, and satisfactory backfill shall be those specified for unsheeted trenches.

Where the OSHA Regulations do not require sheeting, but where the Contractor, for the Contractor's own convenience, installs a more limited type of trench support (stay bracing, etc.) such limited type of trench support will not be paid for. The cost of such limited trench support shall be deemed included in the various unit prices bid.

All sheeting that is to be paid for must meet all requirements of the OSHA Regulations.

70.91.6 NO SEPARATE PAYMENT

No separate payment will be made for the sheeting of water main trenches for water mains larger than 20-inches in diameter, the costs thereof shall be deemed included in the prices bid for laying these mains. No payment shall be made for sheeting at chambers and manholes, but payment thereof will be deemed to be included in the various items bid for constructing the chambers and manholes.

Payment for Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe will be made under the Item Number as calculated below:

The Item Numbers for Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe have nine characters. (The decimal point is considered a character, the third character.)

(1) The first five characters shall define Furnishing And Placing Sheeting And Bracing to Trench For Water Main Pipe:

70.91

(2) The sixth and seventh characters shall define Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe:

SW - Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe

(3) The eighth and ninth characters shall define the Size of Water Main Pipe That Trench Sheeting will be provided for:

12 - 12-Inch In Diameter And Less 20 16-Inch and 20-Inch In Diameter

(4) The Item Numbers together with Description and Pay Unit as provided in the Bid Schedule are provided below:

Item No.	Description	Pay Unit
70.91SW12	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	S.F.
70.91SW20	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 16-INCH AND 20-INCH IN DIAMETER	S.F.

NYC DDC SPECIFICATION BULLETIN 16-002

and the second of the second o

A post of the first production of the second of the following of the first production of the production of the following of the first production of the first pro

engagamente (j. j. nav. protegna o entry eran trabigada terra eran el Antolto I. i eta il 1907). Españoj a ner igeno man eran proportir e trabajos trabajos trabajos trabajos trabajos protegnas el Antolto Pa I a a energia para españoj trabajos españoj españoj trabajos trabajos trabajos españoj trabajos españoj españo

where $g = \frac{1}{2} (g + 1) + 1$ is the standard of the second of the se

April 2007 September 2008 September 2007

त्रा क्षेत्रक स्वारं के स्वारं के कि सामान के कि सामान के किया है। जिस्सान के कि सामान के कि सामान के कि स्वार प्रारं के कि सामान के कि सामान के कि सामान के कि सम्बद्धित के कि सामान के कि सामान के कि समान के कि सामान के क प्रारं के कि सामान के कि समान के कि सामान के कि साम

reachean and a finite designation of the engineering of the engineering of the engineering of the engineering The engineering of the engineering

grand agrand the first this page) with the control of the control

and the transfer of the term of the fire and the control of the co

11.7

and the second of the second o

White College and Applied Control of Property of the Proper

and with the first term of the control of the Age Add Agric graves and a second of the control o

grandina in the property of the experience of the design of the second of the control of the con

ere salagage

111111

(4) A Proposition of the Control
ESPANSA E



SPECIFICATION BULLETIN

SB

17-001

Title: UV CURED-IN-PLAC	E-PIPE (CIPP)	LINING METHOD	
Prepared	1/12/2017	Approved:	1/12/2017
Richard Jones, P.E. CWI Director, Specifications – Infrastru	Date cture Design	Mohsen Zargarelahi, F.E. Assistant Commissioner – Infras	Date structure Design

APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 2/20/17.

SUPERSEDENCE:

• This SB supersedes the following SBs: NONE

ATTACHMENTS:

 ATTACHMENT 1: Revised Section 50.71 - RECONSTRUCTION OF EXISTING SEWERS USING D.E.P. APPROVED CURED-IN-PLACE-PIPE (CIPP) LINING METHOD

Pages A1-1 through A1-9

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD SEWER AND WATER MAIN SPECIFICATIONS, DATED 7/1/14:

All references contained below are to the New York City Department of Environmental Protection Standard Sewer and Water Main Specifications, Dated July 1, 2014. Said Standard Sewer and Water Main Specifications are hereby revised as follows:

 a) <u>Refer</u> to Pages V-52 through V-59, Section 50.71 – RECONSTRUCTION OF EXISTING SEWERS USING D.E.P. APPROVED CURED-IN-PLACE-PIPE (CIPP) LINING METHOD;
 Delete in its entirety the Section;

Substitute the revised Section in Attachment 1 (9 pages).

Physical Action in the Control of th

(NO TEXT THIS PAGE)

and the property of the contract of the contra

CURED-IN-PLACE-PIPE (CIPP) LINING METHOD

50.71.1 INTENT

It is the intent of this section to provide for the reconstruction of existing sewers by the installation of a resin-impregnated flexible tube that is inflated within the existing conduit to form a hard, impermeable, corrosion resistant pipe within a pipe. When cured, the cured-in-place-pipe (CIPP) will be formed to the original conduit.

50.71.2 REQUIREMENTS

(A) DESCRIPTION OF WORK

Unless otherwise specified in the contract, the Contractor shall use a Department of Environmental Protection (DEP) approved cured-in-place-pipe lining method on all existing sewers shown, specified, or ordered to be reconstructed under this contract by use of an approved lining method. All such work shall comply with the terms of this specification and with the manufacturer's standards set forth for the lining method(s) selected by the Contractor.

Under this method the Contractor shall reconstruct existing sewers by the insertion of either a flexible polyester felt or glass fiber lining tube that has been saturated with either a thermosetting or photosetting resin. The liner shall be inserted into the existing sewer either by direct inversion (ASTM F1216) using a head of water or air, or by pulling the tube into place by winching and then inflating it by inversion of a calibration hose (ASTM F1743). The thermosetting resin shall then be cured by either circulating hot water through the tube or by circulating hot air (a mixture of steam and air), or by circulating steam to cure the resin into a hard impermeable pipe. The photo-initiated resin shall be exposed to an ultraviolet light source to cure the resin into a hard impermeable pipe.

The Contractor shall make all investigations of the existing sewers to be reconstructed and shall determine and select the most effective approved lining method(s) appropriate for installation in the existing sewers to be reconstructed. The Contractor shall be responsible for the successful completion of all work required herein; failure of the Contractor's selected lining method(s) to be satisfactorily installed in the existing sewers shall not relieve the Contractor of the Contractor's responsibility to provide satisfactorily reconstructed sewers.

Any cost associated with the removal of the unsatisfactorily installed liner and the subsequent, satisfactory reinstallation of an approved liner shall be borne solely by the Contractor, and the Contractor shall not make any claim against the City for this additional required work.

Once installed, the liner shall extend from manhole to manhole in a continuous tight fitting watertight pipe-within-a-pipe, and be chemically resistant to sewage gases and materials. During the warranty period any defects that might affect the integrity or strength of the liner shall be immediately repaired or replaced by the Contractor, at the Contractor's expense, pursuant to the manufacturer's recommendations, and to the satisfaction of the Engineer.

(B) REFERENCE SPECIFICATIONS AND STANDARDS

The American Society for Testing and Materials Standard Specifications ASTM C581, D638, D790, D2990, D5813, F1216, F1743, and F2019, and the manufacturer's standards are hereby made a part of this specification.

(C) LINER SIZE AND LENGTH

The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the sewer to be lined. The liner thickness shall be designed to adequately resist all external pressures and conditions (e.g. deflection, ring bending, buckling and minimum stiffness). The length of the liner shall be

NYC DDC SPECIFICATION BULLETIN 17-001

that deemed necessary to effectively span the distance and carry out the insertion and seal of the liner at the inlet and outlet manholes. The Contractor shall verify the lengths in the field before cutting the liner to length. Prior to the start of work the Contractor will be required to submit design calculations for wall thickness to the Engineer. When UV-cured liners are used, the Contractor must also submit the manufacturer's product specific data regarding the glass fiber tube, the resin and initiator cocktail system and the necessary manufacturer installation reference material detailing the type of light source and the speed in which it will be advanced to insure proper curing.

Allowance for circumferential and longitudinal stretching of the liner during installation shall be made as per the manufacturer's standards for the approved method of lining chosen. Under no circumstances

shall the finished wall thickness of liner be less than six (6) millimeters in thickness.

(D) DESIGN PARAMETERS - The following design parameters shall be used in the design of pipe liners in addition to the manufacturer's standards:

(1) Ovality of Existing Pipe Existing Pipe Condition (2) Modulus of Soil Reaction (3)

(4) Factor of Safety Against Buckling

(5) Allowable Deflection

Ratio of Pipe to Soil Strength

(7) Live Load

(8) Soil Unit Weight

(9) Creep Reduction Factor

2% Minimum

2% Minimum
Fully Deteriorated
700-psi Minimum
2 Minimum

5% Maximum

10% Minimum

AASHTO HS20-44 Loading under Roadways

AASHTO E-80 Loading under Railroads

120-pcf Minimum (If no Boring Data is available in

vicinity.)

50% Maximum

(E) LINER MATERIAL - The Contractor shall furnish, prior to use of the lining materials, satisfactory written guarantee of the Contractor's compliance with the liner manufacturer's standards for all materials (polyester felt tubing, including the polyurethane covered felt and the thermosetting resin or glass fiber tubing soaked in photosetting resin) and techniques being used in the method.

Prior to the start of work the Contractor will be required to submit to the Engineer the types of resins and the resultant cure schedules for each length and size of sewer to be lined. The finished liner shall incorporate thermosetting materials that will withstand the corrosive effects of the normal existing effluents.

- (F) SAFETY The Contractor shall carry out the Contractor's operations in strict accordance with all OSHA and manufacturer's safety requirements. Emphasis shall be placed upon safety requirements for entering confined spaces and working with hot water, steam, or resins that may cause fumes. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site and shall secure the site and conform all work to the safety requirements of all pertinent regulatory agencies.
- (G) AIR QUALITY The Contractor is advised that all liner installation work shall be carried out in full compliance with all City, State, and Federal laws, rules, and regulations regarding Air Quality and Safety. The contractor shall take all necessary precautions to minimize the release of styrene or other VOC emissions and mitigate odors generated during set and the CIPP lining process. The Contractor shall also take all necessary precautions to prevent such odors from entering structures, businesses or other types of establishments, through service connections or other plumbing fixtures.
- (H) FLOW BYPASSING Prior to the start of work the Contractor will be required to submit a fluming/bypass-pumping detail in accordance with Subsection 10.13 - (3) Existing Flow. Contractor shall provide for the diversion of flow of existing sewers at existing upstream manholes (if available) and pump the flow into an existing downstream manhole. The pumps and bypass lines shall

NYC DDC SPECIFICATION BULLETIN 17-001 **ATTACHMENT 1** A1-2 be of adequate capacity and size to handle the flow. The proposed bypassing system shall be submitted to the Engineer for approval and no work shall commence until such approval is granted.

(I) TELEVISION INSPECTION PRIOR TO INSTALLATION - All bidders are advised that a digital audiovisual inspection was made of the sewers to be reconstructed and that this recording (the "DEP recording") is available for review prior to bid opening. All prospective bidders are urged to view this recording in order to assess the suitability of the lining methods for use on this project. The City of New York does not guarantee the successful use of any particular method on this project and the Contractor shall utilize the Contractor's judgment as to the effective use of the method(s) the Contractor selects.

The Contractor will also be required to perform another television inspection and digital audio-visual recording of the sewer a maximum of seven (7) days prior to the setting up of the liner insertion equipment at the site. This inspection will be performed, utilizing a radial eye camera, to determine the latest condition of the sewer and to accurately identify the location of active service connections. Should the results of this television inspection show a condition different than that shown on the DEP recording, the Contractor shall immediately notify the Engineer.

For each section to be lined, the Contractor shall certify in writing that the DEP approved method the Contractor intends to use is suitable.

(J) CLEANING - The Contractor shall furnish all labor, materials and equipment and shall do all work necessary to remove and dispose of all debris, sediment, silt, refuse, timber, roots, and materials of all kinds which can be removed by conventional non-excavation type pipe cleaning equipment located in the existing sewers and manholes. The Contractor shall immediately notify the Engineer if such debris, etc., cannot be removed by conventional non-excavation type pipe cleaning equipment.

Protruding service connections shall be removed and paid for consistent with Section 52.51.

(K) SERVICE CONNECTIONS - The Contractor shall be required to determine which service connections are active and shall be responsible for controlling (or maintaining) the flow for each active service connection along the line of the sewer to be rehabilitated. Where necessary, the flow from an active service connection shall be bypassed to a manhole downstream of the proposed work by means of pumping from the trap located in the basement of the affected building. However, should such bypassing be judged unfeasible by the Engineer, the Contractor shall excavate to the service connection outside the building area (sidewalk or roadway as determined by the Engineer) and bypass the connection from this point. The pump and bypass line for each service connection shall be of adequate capacity and size to handle the flow.

Prior to the commencement of any work, the Contractor shall make all necessary investigations and prepare a plan for the controlling (or maintaining) of the flow and, where necessary, for the bypassing of active service connections. This plan shall be submitted to the Engineer for approval and no work shall commence until such approval is granted.

(L) EQUIPMENT SPECIFICATION - The Contractor shall provide suitable temperature and pressure gauges in accordance with the manufacturer's standards and specifications. High-pressure steam hoses and fittings have to be rated in accordance with the steam generator used. Thermocouples are to be marked for each fluid to be conveyed: RED-steam; BLUE-water; GREEN-air. The pulling winch shall be equipped with a tension gauge (Type-Martin Decker or Approved Equal) - smooth running and variable speed. The cutting device shall be a Gulectron type or approved equal remote monitored device when used inside the lined pipe.

The Contractor shall prepare and inspect all necessary tools and any spare parts that are required for equipment that suffer frequent breakdowns, and shall ensure that said tools and spare parts are available at the site. Supporting equipment, such as pumps and generators, shall be provided at the site in the event there is a fluid surge and pumping is required on an emergency basis. The Contractor shall also prepare and make operable all necessary communication equipment for the Contractor's field crew.

NYC DDC SPECIFICATION BULLETIN 17-001

- (M) INSTALLATION OF LINER Prior to the installation of liner, the Contractor shall fully comply with Subsections 50.71.2(C) through 50.71.2(L), inclusively, and with any additional requirements set forth in the specific provisions applicable to the respective lining methods. The Contractor shall not proceed with the installation of liner until the Engineer, in writing, certifies such compliance and directs the Contractor to proceed with the lining installation. The approved liner shall be installed pursuant to the specific provisions set forth for the selected lining method. If any problem occurs during the installation operation the Contractor shall investigate with a television camera from the remote manhole.
- (N) PRELIMINARY TELEVISION INSPECTION OF INSTALLED LINER After the liner is sufficiently cool (below one hundred degrees Fahrenheit (100°F)) and before opening the service connections, a preliminary television inspection and digital audio-visual recording of the newly installed liner shall be performed to determine if the liner is properly installed.
- (O) SERVICE CONNECTIONS After the liner has been installed, the Contractor shall re-open all existing active service connections and those inactive connections ordered by the Engineer. These service connections shall be re-opened and paid for consistent with **Section 52.61**.
- (P) FINAL TELEVISION INSPECTION AFTER INSTALLATION A final television inspection and digital audio-visual recording of the newly lined sewer including the restored service connections shall be performed immediately after work is completed. Should the results of this final inspection reveal any defects, as determined by the Engineer, the Contractor will be required to repair or replace these defects as ordered by the Engineer at the sole expense of the Contractor.

Payment for this final television inspection will be made under Item No. 53.11DR - TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS.

(Q) WORK SCHEDULE - The Contractor shall be permitted to occupy the lane immediately above the sewer location and the parking lane immediately adjacent to the site of work unless otherwise specified. No further roadway or traffic restrictions shall be permitted.

50.71.3 INSTALLATION

(1) PREPARING AND INSERTING THE LINER - The Contractor shall designate a location where the uncured resin in the original containers and the un-impregnated liner will be impregnated prior to installation. The Contractor shall allow the Engineer and/or the Engineer's representative to inspect the materials and chemical impregnation "wet out" procedure. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials inserted into the lining tube shall be as per manufacturer's standards so as to fully saturate the liner material and provide the lining thickness specified. The contractor shall protect, store and handle materials during transportation and delivery, while stored on-site and during installation following Manufacturer's recommendations. Liners impregnated with thermo-initiated resins shall be stored within the proper temperature range and liners impregnated with photo-initiated resins shall not be exposed to UV-light sources, to insure no premature curing occurs.

Prior to installation of liner, the downstream sewer manhole adjacent to the sewer section to be lined shall be plugged.

The chemical impregnated liner material shall be inserted into the sewer line being reconstructed through the existing manhole by either the direct inversion method or by the pull-in-place method, as recommended by the manufacturer. The head used to extend the liner tube shall be sufficient enough to fully extend the tube both circumferentially and longitudinally. The head used will fall within the manufacturer's guidelines to insure that a proper finished thickness is achieved and that the liner fit snug to the existing pipe wall producing dimples at service connections and flared ends at the entrance and exit manholes.

NYC DDC SPECIFICATION BULLETIN 17-001 ATTACHMENT 1 A1-4 Winch cable shall be equipped with a tension gauge to measure tension during pull through.

Inflation of liners and heat source method used shall be accomplished in accordance with manufacturer's standards and specifications.

Curing temperatures and pressures shall be monitored so as not to overstress the liner and cause damage or failure of the liner prior to cure.

The use of a lubricant is recommended and such lubricant shall be compatible with liner and resin.

The Contractor will be required to monitor and remove styrene to acceptable levels during the inflation and curing processes. An activated carbon filtration system shall be employed to remove styrene from both the process air flow and condensed steam, prior to release into the air or an adjacent or downstream sanitary or combined sewer manhole.

CURING OF LINER - After inflation or inversion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering steam or hot water to the far end of the liner to uniformly raise the temperature in the entire liner above the temperature required to initiate and effect curing of the resin system. The temperature shall be determined by the resin/catalyst system employed. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the incoming and outgoing heat exchanger circulating heating medium. Thermocouples shall be placed between the liner and the invert at each manhole so as to determine and record the temperature of the liner and time of exotherm.Initial cure shall be deemed to be completed when inspection of the exposed portions of the liner show it to be hard and sound; and when temperature reading(s) at the interface of the liner with the host pipe indicate sufficient heating has occurred. The cure period shall be of a duration recommended by the resin manufacturer; modified for the site specific conditions at the time curing is affected. During this cure time, the temperature inside the liner will be continuously maintained in the range required.

Once the cure is complete, the Contractor shall cool the hardened liner to a temperature below one hundred degrees Fahrenheit (100°F) before relieving the internal pressure. Cool down shall be accomplished as recommended by the manufacturer. Care shall be taken in the release of the internal pressure so that a vacuum will not develop that could damage the newly installed liner.

For UV-light CIPP systems, the intensity and duration of exposure to the photo-initiator's required UV-light wavelength shall be as per the manufacturer's recommendations for the proposed size and thickness of tube, to insure that the liner has been cured completely. The UV-light source shall be fitted with multiple temperature sensors to insure that reaction temperatures stay within the Manufacturer's acceptable range and do not blister the interior liner. All lamps shall be monitored to insure that they are on and functioning properly. In the event that a lamp fails or the reaction temperatures fall below the Manufacturer's acceptable range during CIPP installation, the Contractor shall reduce the speed of the light source (increasing the exposure duration) by the Manufacturer's specified amount. The Manufacturer's recommended cooling phase shall be observed after the last lamp of the light source has been turned off. The finished lining shall be continuous over the entire length and be free from visual defects such as foreign inclusions, dry spots, pinholes and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

If due to broken or misaligned pipe at the access manhole, the lining fails to make a tight seal, the Contractor shall apply a seal of a resin mixture compatible with the liner.

After the curing has been completed, any residual water and condensation that adheres to the inner wall of the liner shall be removed. This residual water shall be collected and pumped from the channel of the downstream manhole and circulated through a separate carbon filtration unit before discharge into a downstream sanitary or combined sewer manhole. In the case of lining a storm sewer section, the collected filtered residual water and process water shall not be discharged into the downstream manhole or stream, but discharged into a nearby sanitary manhole.

NYC DDC SPECIFICATION BULLETIN 17-001

50.71.4 MEASUREMENT

The quantity to be measured for payment shall be the length of reconstructed sewer, accepted by the Engineer, measured horizontally along the centerline of the sewer from inside face of manhole to inside face of manhole.

50.71.5 PRICE TO COVER

The contract price for "RECONSTRUCTION OF EXISTING SEWERS, USING D.E.P. APPROVED CIPP LINING METHOD" shall be the unit price bid per linear foot for each size sewer reconstructed by a curedin-place-pipe DEP approved lining method and shall cover the cost of all labor, materials, plant, equipment, samples, tests and insurance required or necessary to reconstruct the sewers of the sizes shown including the cleaning of the existing sewers using conventional non-excavation type pipe cleaning equipment; television inspection prior to installation; diversion of flow of existing sewers; controlling (or maintaining) the flow for all active service connections; necessary bypassing and pumping of the existing active service connections; repair of active service connections; all necessary excavation, backfilling and compaction; complete installation of the liner; preliminary television inspection of installed liner; temporary and permanent restoration of all disturbed sidewalk and pavement areas (unless items for temporary and permanent restoration are otherwise provided in the Bid Schedule); cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans and specifications and as directed by the Engineer.

50.71.6 SEPARATE PAYMENT

Payment for this final television inspection will be made under Item No. 53.11DR - TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS.

Payment for Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method will be made under the Item Number as calculated below:

The Item Numbers for Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method have eleven characters. (The decimal point is considered a character, the third character.)

(1) The first five characters shall define Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method:

50.71

(2) The sixth character shall define the Type of Sewer Effluent:
S - Sanitary Sewer
M - Storm Sewer
C - Combined Sewer
L - Interceptor Sewer

I - Interceptor Sewer

(3) The seventh and eighth characters shall define either the Diameter of the Sewer for Existing Circular Sewers or the Width of the Sewer for Existing Horizontal Elliptical Sewers, Vertical Elliptical Sewers and Egg-Shaped Sewers. (The seventh and eighth characters representing the unit of inches for either the Diameter of the Sewer for Existing Circular Sewers or the Width of the Sewer for Existing Horizontal Elliptical Sewers, Vertical Elliptical Sewers and Egg-Shaped Sewers.) See examples below:

10 - 10"

10 - 10° 30 - 30°

(4) The ninth character shall define the Shape of the Existing Sewer:

D - Circular (Diameter)

D - Circular (Diameter)

NYC DDC. SPECIFICATION BULLETIN 17-001 **ATTACHMENT 1** A1-6 H - Horizontal Elliptical

V - Vertical Elliptical

E - Egg-Shaped

R - Rectangular

(5) The tenth and eleventh characters shall define either Circular or the Height of the Sewer for Existing Horizontal Elliptical Sewers, Vertical Elliptical Sewers and Egg-Shaped Sewers. (The tenth and eleventh characters representing either Circular or the unit of inches for the Height of the Sewer for Existing Horizontal Elliptical Sewers, Vertical Elliptical Sewers and Egg-Shaped Sewers.) See examples below:

00 - Circular

19 - 19"

32 - 32"

(6) Examples of Item Numbers together with Description and Pay Unit as provided in the Bid Schedule are provided below:

Item No.	Description	Pay Unit
50.71S10D00	RECONSTRUCTION OF EXISTING 10" DIAMETER CIRCULAR SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S12D00	RECONSTRUCTION OF EXISTING 12" DIAMETER CIRCULAR SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S18D00	RECONSTRUCTION OF EXISTING 18" DIAMETER CIRCULAR SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S24D00	RECONSTRUCTION OF EXISTING 24" DIAMETER CIRCULAR SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S23H14	RECONSTRUCTION OF EXISTING 23"W X 14"H HORIZONTAL ELLIPTICAL SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S30H19	RECONSTRUCTION OF EXISTING 30"W X 19"H HORIZONTAL ELLIPTICAL SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S14V23	RECONSTRUCTION OF EXISTING 14"W X 23"H VERTICAL ELLIPTICAL SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S19V30	RECONSTRUCTION OF EXISTING 19"W X 30"H VERTICAL ELLIPTICAL SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S20E29	RECONSTRUCTION OF EXISTING 20"W X 29"H EGG-SHAPED SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING, METHOD	L.F.
50.71S24E42	RECONSTRUCTION OF EXISTING 24"W X 42"H EGG-SHAPED SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S25E37	RECONSTRUCTION OF EXISTING 25"W X 37"H EGG-SHAPED SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71S29E40	RECONSTRUCTION OF EXISTING 29"W X 40"H EGG-SHAPED SANITARY SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M15D00	RECONSTRUCTION OF EXISTING 15" DIAMETER CIRCULAR STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M18D00	RECONSTRUCTION OF EXISTING 18" DIAMETER CIRCULAR STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M30D00	RECONSTRUCTION OF EXISTING 30" DIAMETER CIRCULAR STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M42D00	RECONSTRUCTION OF EXISTING 42" DIAMETER CIRCULAR STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M38H24	RECONSTRUCTION OF EXISTING 38"W X 24"H HORIZONTAL ELLIPTICAL STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.

NYC DDC SPECIFICATION BULLETIN 17-001 **ATTACHMENT 1**

A1-7

50.71M53H34	RECONSTRUCTION OF EXISTING 53"W X 34"H HORIZONTAL ELLIPTICAL STORM SEWER, USING D.E.P. APPROVED CIPP LINING	L.F.
	METHOD	
50.71M24V38	RECONSTRUCTION OF EXISTING 24"W X 38"H VERTICAL ELLIPTICAL STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M32V48	RECONSTRUCTION OF EXISTING 32"W X 48"H VERTICAL ELLIPTICAL STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M34V53	RECONSTRUCTION OF EXISTING 34"W X 53"H VERTICAL ELLIPTICAL STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M30E45	RECONSTRUCTION OF EXISTING 30"W X 45"H EGG-SHAPED STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M33E48	RECONSTRUCTION OF EXISTING 33"W X 48"H EGG-SHAPED STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M35E52	RECONSTRUCTION OF EXISTING 35"W X 52"H EGG-SHAPED STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M40E53	RECONSTRUCTION OF EXISTING 40"W X 53"H EGG-SHAPED STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M24R36	RECONSTRUCTION OF EXISTING 24"W X 36"H RECTANGULAR STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71M32R48	RECONSTRUCTION OF EXISTING 32"W X 48"H RECTANGULAR STORM SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C16D00	RECONSTRUCTION OF EXISTING 16" DIAMETER CIRCULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C24D00	RECONSTRUCTION OF EXISTING 24" DIAMETER CIRCULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C36D00	RECONSTRUCTION OF EXISTING 36" DIAMETER CIRCULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C48D00	RECONSTRUCTION OF EXISTING 48" DIAMETER CIRCULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C45H29	RECONSTRUCTION OF EXISTING 45"W X 29"H HORIZONTAL ELLIPTICAL COMBINED SEWER, USING D.E.P. APPROVED CIPP	L.F.
50.71C60H38	LINING METHOD RECONSTRUCTION OF EXISTING 60"W X 38"H HORIZONTAL ELLIPTICAL COMBINED SEWER, USING D.E.P. APPROVED CIPP	L.F.
50.71C29V45	RECONSTRUCTION OF EXISTING 29"W X 45"H VERTICAL ELLIPTICAL	L.F.
50.71C34V53	COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD RECONSTRUCTION OF EXISTING 34"W X 53"H VERTICAL ELLIPTICAL COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C38V60	RECONSTRUCTION OF EXISTING 38"W X 60"H VERTICAL ELLIPTICAL COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C32E44	RECONSTRUCTION OF EXISTING 32"W X 44"H EGG-SHAPED COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C34E46	RECONSTRUCTION OF EXISTING 34"W X 46"H EGG-SHAPED COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C38E50	RECONSTRUCTION OF EXISTING 38"W X 50"H EGG-SHAPED COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C41E60	RECONSTRUCTION OF EXISTING 41"W X 60"H EGG-SHAPED COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C42E56	RECONSTRUCTION OF EXISTING 42"W X 56"H EGG-SHAPED COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C30R42	RECONSTRUCTION OF EXISTING 30"W X 42"H RECTANGULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71C36R48	RECONSTRUCTION OF EXISTING 36"W X 48"H RECTANGULAR COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	L.F.
50.71136D00	RECONSTRUCTION OF EXISTING 36" DIAMETER CIRCULAR	L.F.

NYC DDC SPECIFICATION BULLETIN 17-001 ATTACHMENT 1 A1-8

	INTERCEPTOR SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	
50.71I48D00	RECONSTRUCTION OF EXISTING 48" DIAMETER CIRCULAR	L.F.
	INTERCEPTOR SEWER, USING D.E.P. APPROVED CIPP LINING	
	METHOD	
50.71I36R48	RECONSTRUCTION OF EXISTING 36"W X 48"H RECTANGULAR	L.F.
	INTERCEPTOR SEWER, USING D.E.P. APPROVED CIPP LINING	
	METHOD	

(NO TEXT THIS PAGE)

R-32



SPECIFICATION BULLETIN

SB

17-002

Title: RODENT AND WAT	ERBUG PEST	CONTROL	
Prepared:	1/12/2017	Approved:	la 1/12/2017
Richard Jones, P.E. EVVI	Date	Mohsen Zargarelahi, P.E.	Date
Director, Specifications - Infrastru	cations – Infrastructure Design Assistant Commissioner – I		tructure Design

APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 2/20/17.

SUPERSEDENCE:

• This SB supersedes the following SBs: NONE

ATTACHMENTS:

• **ATTACHMENT 1**: Revised Section 7.88 – Rodent and Waterbug Pest Control Pages A1-1 through A1-6

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 1 OF 2, DATED 8/1/15:

No Changes.

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 2 OF 2, DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

a) Refer to Pages 515 through 520, Section 7.88 – Rodent and Waterbug Pest Control;
 Delete in its entirety the Section;
 Substitute the revised Section in Attachment 1 (6 pages).

(NO TEXT THIS PAGE)

en de la composition La composition de la

A despite the property of the control of the despite of the control
og komen i vetige englik til form og kritis og til til englik filt form komen i til til kritis. Hen en sik filt form og kritis filt skriver og kritis filt skriver og kritis filt skriver og kritis filt skriv Hen en sik filt skriver og kritis filt skrive

SECTION 7.88 - 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 (cockroaches) within the project limit.

New York City ("NYC") Local Law 37 of 2005 requires that the Contractor, or any subcontractor that the Contractor hires, shall comply with Chapter 12 of Title 17 of the NYC Administrative Code with respect to the application of pesticides to any property owned or leased by the City of New York...

- **7.88.2. MATERIALS.** All materials shall be Registered by the New York State Department of Environmental Conservation ("NYSDEC") and comply with the NYC Health Code for the intended usage. Materials classified as Toxicity Category I, carcinogenic to humans by the US Environmental Protection Agency ("USEPA"), or classified as a developmental toxin by the State of California's Office of Environmental Health Hazard Assessment shall not be used. The Contractor shall verify that materials are:
 - "NOT PROHIBITED" by the NYC Department of Health and Mental Hygiene ("NYC-DOHMH") using the NYC-DOHMH's Pesticide Product Search, available at:
 - < https://a816-healthpsi.nyc.gov/ll37/ProductTestPesticide.aspx >.
 - On the NYSDEC's list of Currently Registered Pesticides, available at:
 http://pims.psur.cornell.edu/ >.

Rodenticide weatherproof (wax based) bait blocks shall be multiple dose anticoagulants such as Chlorophacinone, or single feed anticoagulants such as Brodifacoum (Weatherblok XT, Final All-Weather Blox), Bromadiolone (Contrac Blox), or an approved equivalent, registered by NYSDEC and not prohibited by NYC-DOHMH. Loose rodenticide meal or rodenticide pellet bait shall not be used.

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-DOHMH Office of Pest Control Services (646-632-6600).

Live traps shall be of proper dimensions for trapping rats and mice, and shall <u>not</u> be used with poisoned bait.

Insecticide bait shall be a residual type registered by NYSDEC and not prohibited by NYC-DOHMH.

(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, pesticide labels, product characteristics, typical use, performance and limitation criteria of all rodent and waterbug pest control materials required. All pesticides and rodenticide submittals shall be accompanied by a printout from the NYC-DOHMH Pesticide Product Search showing that the specific brand of pesticide and rodenticide is "NOT PROHIBITED."

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 shall be licensed by NYSDEC as a Commercial Pesticide Applicator, Commercial Pesticide Technician or Commercial Pesticide Applicator in categories 7A ("Structural & Rodent Control") & 8 ("Public Health Pest Control"). It is recommended (but not required) that all personnel engaged in survey and monitoring work or rodent control work possess a certificate of

NYC DDC SPECIFICATION BULLETIN 17-002 ATTACHMENT 1

completion from the NYC-DOHMH's half-day or three-day "Rodent Academy." 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) <u>During Construction</u> 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. Monitoring during construction shall cover Contractor's plant and temporary facilities. Contractor shall maintain all monitoring records in the manner described in Section 7.88.6. on "Records and Reports" of this specification.

(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.

<u>During Construction</u> - 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.

Bait may be placed in dry manholes without a tamper-proof bait station box, if the manhole configuration does not permit the use of a bait station box. If a sanitary sewer manhole has a concrete invert platform of sufficient size, a bait box shall be used. Bait placed in a manhole outside of a tamper-proof box shall be strung on a stainless-steel wire, and secured to the manhole structure. No separate payment shall be made for the wire or securing the wire to the manhole, and shall be deemed included in the bid price for Baiting of Rodent Base Stations. Rodent control personnel entering manholes shall comply with the confined space requirements required by the Occupational Safety and Health Administration ("OSHA") 29 CFR 1929 - Subpart AA – Confined Spaces in Construction.

The use of tamper proof bait station boxes shall be used with rodenticide in all other cases.

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. Non-target species captured in live traps shall be released by the baiting exterminator within twenty-four (24) hours after notification by the Engineer. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location. The signs shall be placed at least twenty-four (24) hours prior to the application of any pesticide or rodenticide, and shall meet the requirements of Local Law 37 of 2005. NYC-DOHMH provides a sample template sign for pesticide notification purposes in compliance with the law at:

< http://www1.nyc.gov/assets/doh/downloads/pdf/pesticide/notification-sign.pdf >.

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 three (3) mils thick, black plastic. The bag shall have a note taped on with the contents (e.g., "dead rat"), and disposed as required by the NYC Department of Sanitation. 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 CONTROL

NYC DDC SPECIFICATION BULLETIN 17-002

ATTACHMENT 1

Waterbugs shall include American Cockroaches, Oriental Cockroaches, Smoky Brown Cockroaches, Madeira Cockroaches, and other similar species.

Infested sites (e.g., sewers) shall be baited at least two (2) times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the NYC-DOHMH Office of Pest Control Services.

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. The report will be developed with input from the NYC-DOHMH Rat Information Portal at: < http://maps.nyc.gov/doitt/nycitymap/template/?applicationName=DOH_RIP >.
- (2) <u>During Construction</u> 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 using the NYC Pesticide Use Reporting System ("NYCPURS"). These records will be kept by the Engineer. A weekly report from NYCPURS 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.

NYC DDC SPECIFICATION BULLETIN 17-002 ATTACHMENT 1 A1-4 **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 No. 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

NYC DDC SPECIFICATION BULLETIN 17-002

ATTACHMENT 1

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 No. 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, NYCPURS recordkeeping, 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 No. 7.88 AB.

WATERBUG BAIT APPLICATION (D)

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, NYCPURS recordkeeping, 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. Engineer.

Payment will be made under:

Item No.	Item	Service of the servic	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AI	NS	L.S.
7.88 AB	RODENT BAIT STATIONS		EACH
7.88 AC	BAITING OF RODENT BAIT STATION		EACH
7.88 AD	WATERBUG BAIT APPLICATION		BLOCK



SPECIFICATION BULLETIN

SB

17-003

Title: ENGINEER'S FIELD	OFFICE		······································
Prepared:	1/12/2017	Approved: Mother Langanchit	1/12/2017
Richard Jones, P.E. CWI Director, Specifications – Infrastr	Date ucture Design	Mohsen Zargarelahi, P.E. Assistant Commissioner – Infrastr	Date

APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 2/20/17.

SUPERSEDENCE:

This SB supersedes the following SBs: NONE

ATTACHMENTS:

 ATTACHMENT 1: Revised Section 6.40 – Engineer's Field Office Pages A1-1 through A1-7

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 1 OF 2, DATED 8/1/15:

No Changes.

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 2 OF 2, DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

a) Refer to Pages 372 through 379, Section 6.40 – Engineer's Field Office;
 Delete in its entirety the Section;
 Substitute the revised Section in Attachment 1 (7 pages).

in experience of the control of the

(NO TEXT THIS PAGE)

CARLO A CONTRACTOR DE PROPERTO A CONTRACTOR DE PROPERTO DE LA PARTICIPA DE PARTICIPA DE PARTICIPA DE PARTICIPA LA CARTACA DE CONTRACTOR DE PROPERTO A PROPERTO A PARTICIPA DE PARTICIPA DE PARTICIPA DE PARTICIPA DE LA CARTA

ing panggalawan ing Kabupatèn kabangan kabangan kabangan berada panggan berada panggan kabangan kabangan kaban Kabangan kabangan kabangan panggan panggan kabangan berada panggan kabangan kabangan berada panggan kabangan k Kabangan ka

. The second of the first of the Miller of t

the company for the same of the contract that we have the same of
SECTION 6.40 - Engineer's Field Office

6.40.1. DESCRIPTION. The Contractor shall provide, furnish and maintain a fully equipped field office (Type A, B, C, CU, D or DU, as specified) for the exclusive use of and occupancy by the Department's engineering personnel and/or Supervising Consultant (herein after called "City personnel"), and by the engineering personnel of private utilities when specified. The field office shall be at a location approved by the Engineer and shall be a commercial building, store front, or with the approval of both Office of Construction Mitigation and Coordination (OCMC) and the Community Board it may be a mobile trailer(s). If a trailer is used it shall be subject to approval by the Engineer, and all necessary permits shall be obtained by the Contractor. The Contractor may have facilities in an adjoining area separated by a lockable door, provided such facilities are in a location approved by the Engineer. The field office shall be within ½ mile of the job site. Field offices located further than ½ mile from the job site shall require approval by the Director or Assistant Commissioner for Construction.

The field office structure and occupancy thereof shall conform to the requirements of all laws, rules, regulations and orders applicable to it.

The field office and all equipment, except as otherwise specified, may be new materials or may be used materials in good condition and satisfactory to the Engineer.

6.40.2. MATERIALS.

- (A) GENERAL CONSTRUCTION. The Engineer's Field Office shall be in an approved and weatherproof building. It shall have a minimum ceiling height of seven (7') feet and be partitioned to provide the number of rooms required for the type of office specified. Floor space for Field Office Types C, CU, D, and DU shall be subdivided into work areas based on a floor plan provided by the City to the Contractor upon notification of space availability.
- (B) GENERAL FACILITIES. The field office shall contain or have the following facilities incorporated:
 - (a) <u>Lighting</u> Electric light, non-glare type luminaries to provide a minimum illumination level of 100 ft.- candles at desk height level.
 - (b) <u>Heating and Cooling</u> Adequate equipment to maintain an ambient air temperature of 70° F. ±5°.
 - (c) Electrical Energy Outlets
 - (d) Toilet A separate enclosed room, properly ventilated per code and complying with applicable sanitary codes shall contain a lavatory with a sink that provides running hot and cold water, flush-type toilet, mirror, electric hand dryer, and paper towel dispenser.
 - (e) <u>Potable Water</u> Potable water supplied from an existing system or five (5) gallon capacity water cooler of a type to be approved by the Engineer shall be provided for use by City personnel. Replacement bottles of water shall be provided by the Contractor, when required.
 - (f) <u>Signs</u> Store front locations shall have a window graphic sign in black and white lettering with the following inscription. Other locations shall have a wood or metal sign affixed on the outside wall of the building with the following inscription painted in black block lettering on a white background. Paints shall be approved exterior enamels.

CITY OF NEW YORK	2-1/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-1/2"
INFRASTRUCTURE	2-1/2"
RESIDENT ENGINEER'S FIELD OFFICE	2-1/2"

- (g) <u>Electric Refrigerator</u> Five (5) cubic feet minimum capacity for use by City personnel.
- (h) Microwave, Toaster Oven, and Coffee Maker Basic reheating kitchen equipment or approved appliances for use by City personnel.
- (i) <u>Windows and Doors</u> All windows and doors shall be weatherproof and each equipped with adequate locking devices. Each window shall be equipped with vertical blinds. Exterior doors shall be provided with two (2) separate "high security" dead bolt type cylinder locks, keyed alike, and three (3) keys shall be furnished for each lock.

NYC DDC SPECIFICATION BULLETIN 17-003 **ATTACHMENT 1**

- Partitions Partitions for work space enclosures shall be either permanent walls or of the modular type similar to Herman Miller's standard fabric covered line.
- Kitchen Sink Mechanism to provide non-drinking, hot and cold, running water.

(C) OFFICE EQUIPMENT.

- Pencil Sharpener One standard pencil sharpener for use by City personnel. (a)
- Telephone Answering Machine The telephone answering machine to be (b) provided shall be an electronic digital voice machine with emergency call forwarding capability. It shall be operable twenty four (24) hours per day and, when unattended, shall transmit to the caller the following message:

"You have reached the Field Office of the New York City Dept. of Design and Construction. No one is here now. We check our incoming messages frequently. We will get back to you as soon as possible. Please leave your name, message and phone number where you may be reached. In case of emergency, call the New York City Hotline at 311. Again, the emergency number is 311."

Computer Equipment - Computers shall be provided for all contracts regardless of construction duration.

Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Table I - ADDITIONAL SPECIFIC REQUIREMENTS, contained herein, and shall meet the following minimum requirements:

Personal Computer(s) - Workstation Configuration. (1)

Dell; HP; Gateway; Acer; or, an
approved equivalent. (Note: an
approved equivalent requires written
approval of the Assistant Commissioner

of ITS.)

i5 (4MB Cache, 3.0GHz) or faster (b) Processor: computer - Dual Processor.

Minimum of 16GB (Gigabytes) Dual (c) System Ram:

Channel DDR3 SDRAM at 1333MHz - 2 **DIMMSs**

500 GB (Gigabytes) Serial ATA Hard Disk Drive(s): (d) (7200RPM) w/DataBurst Cache, or

CD-RW: (e)

(f)

16X DVD+/-RW

Internal CD-RW, 48x Speed or faster. DVD Burner (with double layer write

capability) 16x Speed or faster

Must have at least one (1) Serial Port, I/O Ports: (g)

one (1) Parallel Port and three (3) USB Ports.

HD Graphics (VGA, HDMI) with a Video Display Card: (h)

minimum of 64 MB of RAM.

22" W, 23.0 Inch VIS, Widescreen. Monitor: (i)

VGA/DVI LCD Monitor.

System as configured above shall have Available Exp. Slots: (i)

at least two (2) full size PCI Slots

available.

Network Interface: Integrated 10/100/1000 Ethernet card. (k)

Optical scroll Mouse, 101 Key Other Peripherals: (1)

Keyboard, Mouse Pad and all

necessary cables.

Software Requirements: Microsoft Windows 10 Professional, 32 (m)

or 64 bit; Microsoft Office Professional 365; Microsoft Project 365; Basic Adobe Acrobat Package; Anti-Virus

software package with 2 year updates

NYC DDC **SPECIFICATION BULLETIN 17-003** ATTACHMENT 1 A1-2

subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer.

(2) All field offices requiring computers shall be provided with the following:

(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	10 Mbps
6-10	20 Mbps
11 – 15	25 Mbps
16 – 20	50 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 (<u>preferably Gmail or Outlook – e.g. HWK666@gmail.com</u>).

- (b) All necessary Cabling.
- (c) Storage Boxes for and Blank CDs/DVDs.
- (d) UPS/Surge Suppressor combo.
- (e) 10 USB Thumb (or Flash) Drive 16GB each
- (3) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.
- (4) All Computer Hardware shall come with a three (3) year warranty for onsite repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.
- (5) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor, and shall be replenished by the Contractor as required by the Engineer.
- (6) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day.

Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modern must be ordered as part of the contract unless Internet broadband connectivity, via Cable or FiOS, is available at the planned field office location. Any questions regarding this policy should be directed to the Assistant Commissioner of Information Technology Services at 718-391-1761.

- (d) <u>Data Books</u> A copy of The AED Green Book, latest edition, published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, shall be provided for all contracts that have a total Consecutive Calendar Days for General Construction duration as set forth in Schedule A of greater than 365 CCD's. Contracts of lesser duration shall not require any data books.
- (D) Field Testing Equipment.
 - (a) 2 <u>Air Entrainment Meters</u> Pressure Type, with carrying case for use by City personnel. Each meter shall be capable of producing an accurate test result in approximately five (5) minutes and shall comply with ASTM Designation C 231.

- (b) 2 <u>Slump Test Sets</u> Slump cone and test sets conforming to the requirements of ASTM Designation C 143, complete with rod and scoop for use by City personnel.
- (c) Thermometers: For use by City personnel.
 - (1) 1 Minimum-maximum thermometer.
 - (2) 3 Asphalt thermometers of stainless steel construction with an accuracy of 0.5% of the full scale, able to measure temperatures from 50 to 500 degrees F. in 5 degree increments.
 - (3) 3 Surface Thermometers able to measure temperatures of flat surfaces similar to Sargent-Welsh Model S81441-D, or an approved equivalent.
- (d) Nonsparking Pinch Bar For use in opening manholes.
- (e) <u>Gas Meters</u> For use in detecting the presence of explosive gases and vapors for use by City personnel.
- (f) <u>Straight Edge</u> One 10 foot long straight edge for use by City personnel in detecting pavement surface tolerance.
- (g) 48" Smart Level For use in determining pedestrian ramp and sidewalk slopes.
- (h) <u>Chlorine Test Kits</u> For testing residual chlorine levels following water main flushing.
- (i) Green Florescent Power Trace-Dye For testing sewer connections.
- (j) One Million Candlepower Rechargable Flashlight.
- (k) <u>Distance Measuring Wheel</u> For measuring long distances.
- 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:
 - (a) Each Type shall have a minimum of one outside door and four windows.
 - (b) Type C shall be partitioned to provide three (3) rooms.
 - (c) Type CU shall be partitioned to provide four (4) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).
 - (d) Type D shall be partitioned to provide four (4) rooms.
 - (e) Type DU shall be partitioned to provide five (5) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).

TABLE 6.40-I ADDITIONAL SPECIFIC REQUIREMENTS

SPECIFIC REQUIREMENTS			FIELD C	FFICE T	TYPE	
and the second of the second o		В	С	CU	D	DU
Minimum useable floor space (Square Feet)	400	800	1200	1200	1,800	1,800
Office desks, at least 4'-8" x 2'-8", with drawers, locks, and keys.	2	2	4	8*	8	12*
Swivel chairs, with arms, for the above.	2	2	4	8*	8	12*
Office folding chairs, metal, with padded seats and backs.	2	3	6	14**	8	16**
Steel supply cabinets (approximate size 72" high by 36" wide by 18" deep), with four adjustable shelves, tumbler lock and 3 keys.	1	1	4	1	1	1
Fire resistant cabinet, 4-drawer, legal size with lock and three (3) keys, meeting the requirements for "Filing devices, Insulated (36 E 9)" Class D Label, of the Underwriters' Laboratories, Inc. Specifications.	1	1	1	3***	4	6***
Individual lockers (17" wide x 18" deep x 72" high) with flat key locks and two (2) keys each.	1	1	4	4	4	4
Calculating machines, tape type with digital display registering at least ten (10) digits.	1	1	2	2	3	3

	T		***************************************	***************************************	1
1	2	2	6*	4	8*
<u> </u>					
	1	2	3****	4	5****
1	1	1	1	2	2
- 	2				5****
1	1	1	1	1	1
]		
XX	XX	XX	XX	XX	XX
4					
1	1	2	3****	4	5****
1 4	1 6	2 6	3**** 7‡	4 8	5**** 9‡
4	6	6	7‡	8	9‡
2	6 2	6 3	7‡ 5‡	8	9‡ 6‡
4	6	6	7‡	8 4 1	9‡ 6‡ 1
2	6 2	6 3	7‡ 5‡	8	9‡ 6‡
2 1	6 2 1	6 3 1	7‡ 5‡ 1	8 4 1	9‡ 6‡ 1
2 1	6 2 1	6 3 1	7‡ 5‡ 1	8 4 1	9‡ 6‡ 1
2 1 1	2 1 1	3 1 1	7‡ 5‡ 1	8 4 1 1	9‡ 6‡ 1
2 1	6 2 1	6 3 1	7‡ 5‡ 1 1	8 4 1	9‡ 6‡ 1
2 1 1	2 1 1	3 1 1	7‡ 5‡ 1	8 4 1 1	9‡ 6‡ 1
2 1 1 1	6 2 1 1	3 1 1	7‡ 5; 1 1 1	8 4 1 1	9‡ 6‡ 1 1
2 1 1	2 1 1	3 1 1	7‡ 5‡ 1 1	8 4 1 1	9‡ 6‡ 1 1
2 1 1 1	6 2 1 1	3 1 1	7‡ 5; 1 1 1	8 4 1 1	9‡ 6‡ 1 1
2 1 1 1	6 2 1 1	3 1 1	7‡ 5; 1 1 1	8 4 1 1	9‡ 6‡ 1 1
2 1 1 1	6 2 1 1	3 1 1	7‡ 5; 1 1 1	8 4 1 1	9‡ 6‡ 1 1
2 1 1 1	6 2 1 1	3 1 1	7‡ 5; 1 1 1	8 4 1 1	9‡ 6‡ 1 1
2 1 1 1	6 2 1 1	3 1 1	7‡ 5; 1 1 1 1	8 4 1 1	9‡ 6‡ 1 1 1
_	1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 2 1 1 1 1 1 2 2 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 2 3**** 4 1 1 1 1 2 1 2 2 3**** 4 1 1 1 1 1 1 XX XX XX XX XX XX

- ‡ Provide one (1) telephone line and two (2) telephone instruments for the exclusive use by private utilities personnel. The line shall interconnect the two telephone instruments by push button control.
- * Provide four (4) each of Office Desks, Swivel Chairs and Waste Paper Baskets in private utilities room.
- ** Provide eight (8) Folding Chairs in private utilities room.
- *** Provide two (2) Fire Resistant 4- Drawer Legal Size Cabinets in private utilities room.
- **** Provide one (1) each of Fire Extinguisher, Drafting Table and Vertical File Rack in private utilities room.

NYC DDC SPECIFICATION BULLETIN 17-003 ATTACHMENT 1 A1-5 **6.40.4. CONSTRUCTION METHODS.** The building shall be fully equipped and made available for use and occupancy by the Department's personnel and/or Supervision Consultant not less than thirty (30) days prior to the start of any contract work.

The building interior (including access foyers, stairwells, etc.) shall be maintained in good, clean, and sanitary working condition by the Contractor for the duration of the contract. The Contractor shall provide and pay all costs for electrical service, telephone service for calls within New York City limits, hot and cold water, heat and fuel, and daily janitor service. Staples, such as paper towels, hand soap, toilet paper, and similar supplies, shall always be available.

Where necessary, the site for a mobile trailer(s) shall be graded and shoulder stone placed and maintained as directed by the Engineer to provide a parking area for City personnel and, if necessary, an approach road shall be provided. Plumbing work shall include all water supply, drainage and piping required for the operation of a complete installation. Temporary water service shall be provided from an existing main and extended into the trailer and all fixtures requiring water supply shall be properly connected up. All necessary soil, waste, vent and drainage piping shall be provided and connected to the existing sewer or as otherwise directed.

The office, incorporated facilities, equipment, and personal property of the Department's employees shall be protected by the Contractor against loss or damage from fire, theft, or other causes, at all hours of the day and night. The Contractor shall provide fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of forty thousand dollars (\$40,000.00) for office equipment of the City of New York in the Engineer's field office and for property of City personnel that is used in the contract work and stored in the office. All insurance coverage shall be written by a company approved by the Commissioner and payable in case of loss to the City of New York. The office shall be maintained by the Contractor in first class condition until final acceptance of the work. At the direction of the Engineer, any equipment on the above lists may be deleted. He may direct that other equipment of equivalent value be supplied by the Contractor or an appropriate credit be taken for the value of equipment not provided.

When directed by the Engineer, the Contractor shall disconnect all services and remove and dispose of all temporary installations from the site, including fencing, surfacing and utilities, the area shall then be cleaned, loamed and seeded if required and left in a neat and acceptable condition. On and after the date of the Engineer's Final Acceptance, the temporary structure and all installed equipment shall become the property of the Contractor, and shall be disposed of, by him, away from the site of the work. Engineer's Final Acceptance shall be when the Contractor has completed all punch list work and Official Completion Date has been set.

6.40.5. NONCONFORMANCE. No payment will be made under Engineer's Field Office for each calendar day during which there are deficiencies in compliance with the requirements of any subsection of this specification. The first calendar day shall commence twenty-four (24) hours after notice to the Contractor of such a deficiency. This non-payment shall be deducted from the Contractor's next estimate as a charge to the Contractor on the item. The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by 30.

In addition, the Contractor may be subject to liquidated damages in accordance with Schedule A.

6.40.6. MEASUREMENT. The quantity to be measured for payment under this item shall be the number of months that the Field Office is available for occupancy by the Field Engineers during the period of the contract. Payment will begin the first month that the office is fully equipped, serviced as specified, and made available for occupancy. The Field Office is to be continuously made available and Monthly payments will continue for the duration of the contract through a period not to exceed 6 months past the substantial completion date. When directed in writing by the Commissioner, the Field Office will be provided and paid for a period of time beyond 6 months past the substantial completion date. Payment for each month's occupancy after the date of substantial completion acceptance will be made as part of the final estimate. Monthly payments may be terminated on a specified date prior to acceptance of the contract by written notification by the Engineer that such office will no longer be required on the contract.

6.40.7. PRICE TO COVER. The unit price bid per month for the item Engineer's Field Office shall include the cost of furnishing all labor, materials, equipment, ground rental, fire and theft insurance, and utility charges necessary to complete the work of providing or constructing the field office; making all necessary electrical, water, sewer, and other connections required to make the above facilities operative; payment of all rental costs; furnishing and paying for heating fuel, as required; all electrical energy;

private telephone services; staples, as specified; and all necessary incidentals to complete the work - all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.40 A	ENGINEER'S FIELD OFFICE (Type A)	MONTH
6.40 B	ENGINEER'S FIELD OFFICE (Type B)	MONTH
6.40 C	ENGINEER'S FIELD OFFICE (Type C)	MONTH
6.40 CU	ENGINEER'S FIELD OFFICE (Joint Use) (Type CU)	MONTH
6.40 D	ENGINEER'S FIELD OFFICE (Type D)	MONTH
6.40 DU	ENGINEER'S FIELD OFFICE (Joint Use) (Type DU)	MONTH

(NO TEXT THIS PAGE)



SPECIFICATION BULLETIN

SB

17-004

Motor tanganlah	
Richard Trings D.F. C.W.I. Date Mohson Zargarolphi D.F. Date	2/2017
Director, Specifications – Infrastructure Design Mohsen Zargarelahi, P.E. Date Mohsen Zargarelahi, P.E. Date Assistant Commissioner – Infrastructure De	-

APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 2/20/17.

SUPERSEDENCE:

• This SB supersedes the following SBs: NONE

ATTACHMENTS:

NONE

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 1 OF 2, DATED 8/1/15:

No Changes.

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 2 OF 2, DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

- a) <u>Refer</u> to Page 332, Section 6.23 Fire Department Facilities, Subsection 6.23.4.(A), 3rd paragraph;
 - **Delete** the words "Bureau of Fire Communications";
 - Substitute the words "Bureau of Facilities Management".
- b) Refer to Page 332, Section 6.23 Fire Department Facilities, Subsection 6.23.4.(A), 9th paragraph;
 - **Delete** the words "Bureau of Fire Communications";
 - Substitute the words "Bureau of Facilities Management".



SPECIFICATION BULLETIN

SB

17-004

Title: FIRE DEPARTMENT FACILITIES

c) Refer to Page 332, Section 6.23 – Fire Department Facilities, Subsection 6.23.4.(A), 9th paragraph:

Delete the words "(718) 624-4194";

Substitute the words "(718) 281-3846".

d) Refer to Page 333, Section 6.23 – Fire Department Facilities, Subsection 6.23.4.(E), 1st paragraph;

Delete the words "Bureau of Fire Communications";

Substitute the words "Bureau of Facilities Management".

e) Refer to Page 339, Section 6.23 - Fire Department Facilities, Subsection 6.23.6, 1st paragraph;

Delete the words "Bureau of Communications";

Substitute the words "Bureau of Facilities Management".

- f) Refer to Page 343, Section 6.23 Fire Department Facilities, Subsection 6.23.6.(I); Delete the words "steel bar reinforcement and".
- g) Refer to Page 440, Section 6.70 Maintenance and Protection of Traffic, Subsection 6.70.9.(D);

Delete the words "Bureau of Fire Communications";

Substitute the words "Bureau of Facilities Management".

THE REPORT OF THE PROPERTY OF



SPECIFICATION BULLETIN

Assistant Commissioner – Infrastructure Design

SB

17-005

Title: DIGITAL PHOTOGRA	PHS		
Prepared:	1/12/2017	Moham Zanganer	1/12/2017
Richard Jones, P.E. CWI	Date	Mohsen Zargarelahi, P.E.	Date

APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 2/20/17.

SUPERSEDENCE:

This SB supersedes the following SBs: NONE

Director, Specifications - Infrastructure Design

ATTACHMENTS:

• ATTACHMENT 1: Revised Section 6.43 – PHOTOGRAPHS Pages A1-1 through A1-4

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 1 OF 2, DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

a) Refer to Page 37, Section 1.06.45 – Progress Photographs;
 Delete in its entirety the Section;
 Substitute the following: "NO TEXT."

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 2 OF 2, DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

b) Refer to Page 385, Section 6.43 - Photographs;
 Delete in its entirety the Section;
 Substitute the revised Section in Attachment 1 (4 pages).



SPECIFICATION BULLETIN

SB

17-005

Title: **DIGITAL PHOTOGRAPHS**

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD SEWER AND WATER MAIN SPECIFICATIONS, DATED 7/1/14:

All references contained below are to the New York City Department of Environmental Protection Standard Sewer and Water Main Specifications, Dated July 1, 2014. Said Standard Sewer and Water Main Specifications are hereby revised as follows:

a) Refer to Page I-16, Section 10.32 – PHOTOGRAPHS;
 Delete in its entirety the Section;
 Substitute the revised Section:

"The Contractor shall be required to provide "PHOTOGRAPHS" in accordance with New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 6.43 – Photographs."

SECTION 6.43 - Photographs

6.43.1. INTENT. This section describes the work of providing a photographic record of contract work.

6.43.2. DESCRIPTION. The work shall consist of the furnishing of all required photographic equipment and materials; the taking of digital photographs; making prints from digital files; and submitting prints and digital files to the Engineer.

6.43.3. MATERIALS.

(A) PRINTS

Prints shall be 7-1/2" x 9-1/2" image area on 8" x 10" single-weight, gloss paper, and shall be in color. Prints shall be inserted in standard weight Archival Quality clear poly sheet protectors and submitted in a hard cover three (3) ring binder. The following information shall be imprinted, or indelibly printed, on a white border measuring no more than one and one half (1-1/2") inch at the bottom of the front of each photograph:

- (a) Contract Number and Job Location
- (b) Photograph Number
- (c) View and Description (Indicating a general description of what the photograph represents)
- (d) Photograph Type: Preconstruction Photograph or Construction Progress Photograph
- (e) Date (The date the photograph was taken.)
- (f) Address street address where photograph was taken
- (g) Borough
- (h) Street Segment ID
- (i) Name of Photographer
- (i) Department Witness

The Contractor shall furnish to the Commissioner one (1) set for each view taken, each set consisting of two (2) 8" x 10" prints and one (1) digital file.

All prints and digital files shall become the property of the Commissioner. All completed prints and digital files shall be delivered to the Engineer within two (2) weeks after the photographs have been taken. Approved binders for the clear poly sheet protectors containing all materials shall be furnished by the Contractor and delivered to the designated construction office at the time of the initial submission of prints and DVDs at such other times as may be required thereafter.

(B) DIGITAL FILES

Digital files shall be captured as 7.2 megapixel files or greater, with a minimum pixel array of 2,400 pixels by 3,000 pixels. The camera used to capture the digital files shall be a Digital SLR (Single Lens Reflex) camera or approved equal; "point and shoot" cameras or cameraphones are not acceptable. Digital cameras shall produce images using true optical resolution; "digital zoom" is not acceptable. Images shall not be resized or interpolated. The file format for digital files shall be Joint Photographic Experts Group format ("JPG"). The digital files shall not be modified or processed in any way to alter the JPG file's metadata, including the photograph's original capture date.

Digital files shall be submitted on Digital Versatile Disk ("DVD"). DVDs shall be inserted in standard weight Archival Quality clear poly sheet protectors, and submitted in a hard cover three (3) ring binder. The information imprinted on each print shall be provided on an Excel file included on the DVD. The DVD shall be labeled with the Project ID and the geographical area and streets depicted in the photographs. Labeling using adhesive labels is not acceptable.

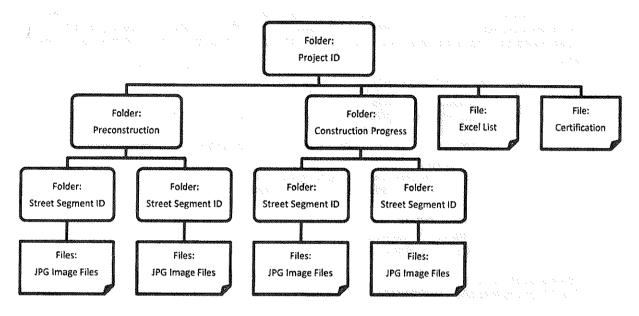
NYC DDC SPECIFICATION BULLETIN 17-005 **ATTACHMENT 1**

Digital files shall have file names in the following format: a^b^c^d^e^f.JPG, where "a" through "f" are as follows:

- (a) Contract Number
- (b) Photograph Number
- (c) Date, in YYYY-MM-DD format (The date the photograph was taken.)
- (d) Address street address where photograph was taken
- (e) Borough
- (f) Street Segment ID

A sample file name would be "HBX123^0021^2016-04-19^123 Main St^Queens^55555.JPG"

The files on the DVD shall be organized in folders by Photograph Type and Street Segment ID as follows:



(C) CERTIFICATION

The Photographer shall provide a signed certification that the files on the DVD are unaltered and are an accurate representation of the subject photographed. The original certification, in a clear poly sheet protector, shall be submitted with the prints and digital files, and a scanned copy shall be included on the DVD.

6.43.4. METHODS. The Contractor shall employ and pay for the services of a competent Professional Photographer who, at the direction of the Commissioner or his authorized representative, shall take Preconstruction Photographs and Construction Progress Photographs and such other photographs which may be required during the period of the contract.

The Photographer shall be available for taking the required photographs within forty-eight (48) hours after receiving notification from the Commissioner or his authorized representative.

Photographs shall be taken under the supervision and direction of the Engineer. The Engineer reserves the right to reject any and all views that are not reasonably clear and definitive. No separate or additional payment will be made for any additional photographs that are required as a result of the rejection of views.

NYC DDC SPECIFICATION BULLETIN 17-005

ATTACHMENT 1 A1-2

- **6.43.5. PRECONSTRUCTION PHOTOGRAPHS.** Preconstruction Photographs shall show the conditions existing on the work site prior to the commencement of the contract work. The Preconstruction Photographs will generally represent views of:
 - The original surface conditions of streets, curbs and walks, and buildings;
 - Evidence of damage, disrepair, or emergency situations;
 - All encumbrances and/or encroachments which may be affected by the construction of the proposed work.

When there is no pay item listed in the Bid Schedule, the number of Preconstruction Photographs shall be as follows:

- (A) Highway Street Reconstruction projects: 150 sets per million dollars of street reconstruction work;
- (B) Highway Resurfacing projects: 4 sets per 250 linear feet of roadway for resurfacing work;
- (C) Sewer and Water Main projects: 2 sets (1 set each side of street) per 25 linear foot of sewer and water main.

When there is an item listed in the Bid Schedule, the quantity to be measured for payment shall be the number of sets, each set consisting of a digital file and the two (2) prints made from the digital file, of Preconstruction Photographs including photographs showing the original condition of all encumbrances and/or encroachments which may be affected by construction of the proposed work, and which are delivered as directed by the Engineer.

6.43.6. CONSTRUCTION PROGRESS PHOTOGRAPHS. Construction Progress Photographs shall show the conditions existing during the progress of, and at the completion of the contract work. The photographs will generally represent views of the work under construction and completed work. Construction Progress Photographs shall be taken monthly and upon completion of the work.

The approximate number of Construction Progress Photographs is as follows:

- (A) Highway reconstruction and resurfacing projects: Minimum 2 sets per 250 linear feet of roadway under construction or completed in the last month.
- (B) Pedestrian ramps on all projects: Minimum of 1 set for every pedestrian ramp under construction or completed in the last month, in addition to other progress photographs.
- (C) Sewer and Water Main projects: Minimum of 4 sets for every 100 feet of sewer or water main under construction.

No separate payment will be made for Construction Progress Photographs. The cost of taking and providing sets of Construction Progress Photographs shall be included in the prices bid for all other items of work.

6.43.8. PRICE TO COVER (PRECONSTRUCTION PHOTOGRAPHS ONLY). When there is an item listed in the Bid Schedule, the contract price bid per set shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required, including the cost of the photographer, and the cost of furnishing the required prints, digital files, DVDs, and ring binders, and completing the work in accordance with the specifications and the directions of the Engineer.

When there is no item listed in the Bid Schedule, no separate payment will be made. The cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required, including the cost of the photographer, and the cost of furnishing the required prints, digital files, DVDs, and ring

NYC DDC SPECIFICATION BULLETIN 17-005 **ATTACHMENT 1**

binders, and completing the work in accordance with the specifications and the directions of the Engineer shall be included in the prices bid for all other items of work.

Payment will be made under:

Item No.	Item			Pay Unit
6.43 D	DIGITAL PHOTOGRAPHS	A Comment	4 1 to	SETS

a de Maria de La Adria de L Adria de La Ad

en en en en en en el de la familie de la companya
and the state of t

erika de la composition de la proposition de la composition de la composition de la composition de la composit La composition de la La composition de la

and the first teachers of the continuous and seems to be seemed a first of the continuous and the continuous a The continuous and the continuous a

and the second of the second o

ting of the first of the control of the state of the stat

entre transfer de transfer de la complete en entre de la complete de la complete de la complete de la complete La transfer de la transfer de transfer de la complete de transfer de la complete del complete de la complete del complete de la complete del la complete della complete del la complete del la complete del la complete de la complete del la complete della co

NYC DDC SPECIFICATION BULLETIN 17-005

ATTACHMENT 1 A1-4



SPECIFICATION BULLETIN

SB

17-006

Title: RECORDS OF SUBSURFACE STRUCTURES				
Prepared: 1/12/2017	Approved: 1/12/2017			
Richard Jones, P.E. CWI Date Director, Specifications – Infrastructure Design	Mohsen Zargarelahi, P.E. Date Assistant Commissioner – Infrastructure Design			

APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 2/20/17.

SUPERSEDENCE:

• This SB supersedes the following SBs: NONE

ATTACHMENTS:

NONE

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 1 OF 2, DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

a) Refer to Page 9, Section 1.06.18 – Records of Subsurface Structures, Etc.;
 Delete the first two paragraphs;

Add the following paragraph to the beginning of the Section:

"The Contractor stipulates that it has the obligation to examine and review any and all available documents and other sources of information concerning the condition of the sub-soil materials, subsurface conditions and existing subsurface structures of bridges, pipes, tunnels, conduits, sewers, foundations, bulkhead walls and other subsurface structures and stipulates that it has made such investigation and research as it deems necessary. To the extent the Contractor incurs delays or damages based on sub-soil materials, subsurface conditions and existing subsurface structures that were known or reasonably could have been known to the Contractor through such available documents or other sources of information, the Contractor will make no claim for such delays or damages."

a area a partir della sup Alla a

ing Might and the entire that the entirely of

Control experience of the control of

and the second of the second o

garage of the end of t

(b) The contrast of the second of the contrast of the contr

NEW SECTIONS

NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS SHALL BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

eri kana ili ili dila mitelika eri berikasidi. P

(NO TEXT ON THIS PAGE)

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE	NO.
4.07 BA-S	RESET GRANITE CURB		i -1
4.07 CB-S	NEW GRANITE CURB, STRAIGHT		I-3
4.08 AA-S	CONCRETE CURB (18" DEEP)		I-4
4.09 A	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP	')	I-5
4.09 CM-S	CORNER STEEL FACED CONCRETE CURB		I-7
4.13 A	4" CONCRETE SIDEWALK		I-9
4.13 B	7" CONCRETE SIDEWALK		I-10
4.13 HW-S	ALLOWANCE FOR CONCRETE SIDEWALK OF LESS TH 100 S.F. PER PROPERTY	AN	I-12
6.39-S	MOBILIZATION		I-13
6.51 BD-P	PAVEMENT KEY AT PEDESTRIAN RAMPS (3' TO 6' WID	E)	I-14

(NO TEXT ON THIS PAGE)

SECTION 4.07 BA-S Reset Granite Curb

- 4.07BA-S.1. <u>INTENT</u>. This section describes construction of Reset Granite Curb.
- 4.07BA-S.2. <u>DESCRIPTION</u>. Curb shall be Granite, and with concrete cradle, unless otherwise specified.
- 4.07BA-S.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.07 BA in Section 4.07 of the Standard Highway Specifications, with the following modifications and additions:

Pedestrian ramps shall be constructed as per the NYCDOT Standard Details of Construction by providing a zero reveal in the existing granite curb by:

- a) cutting out a portion of the curb;
- b) lowering the curb;
- c) cutting and resetting the curb; or
- d) any combination of the above.

Existing granite curb, where directed, shall be recut and refinished, and reset with concrete cradle. The Contractor may recut and/or refinish existing granite curb in place, where approved by the Engineer. In that case, the curb shall be saw cut at 3/4"± intervals, perpendicular to the top or face of curb to the required depth; the remaining granite shall be removed as necessary by chisel cutting or other approved method; and then the Contractor shall grind and refinish the top of curb to the desired slope and elevation, providing a true, neat plane surface.

Shop cutting will be permitted, however the cost of any temporary or permanent roadway restoration required due to the removal of curb shall be deemed included in the price bid for this item.

All edges shall butt flush with not more than 1/8" gap per joint.

- 4.07BA-S.4. <u>MEASUREMENT</u>. The quantity to be measured for payment shall be the length of reset granite curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.
- 4.07BA-S.5. PRICE TO COVER. The contract price per linear foot of Reset Granite Curb, with concrete cradle shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, and to maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "Attachment 1 Bid Information" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits, shall be done by the Contractor at no additional cost to The City.

Also, price includes, but is not limited to, cutting and dressing existing curb, removal and disposal of excess excavated materials and debris, and the restoration of roadway adjacent to reset curb, as required.

If the Contractor damages any existing curb during removal, resetting, cutting, handling, or chipping, it shall be replaced, in kind, at no additional cost to the City.

Payment will be made under:

Item No. Description

Pay Unit

4.07 BA-S RESET GRANITE CURB

L.F.

SECTION 4.07 CB-S New Granite Curb, Straight

4.07CB-S.1. INTENT. This section describes construction of New Granite Curb.

4.07CB-S.2. <u>DESCRIPTION</u>. Curb shall be Granite with concrete cradle, unless otherwise specified.

4.07CB-S.3. <u>MATERIALS AND METHODS</u>. All materials and methods shall comply with the requirements of Item No. 4.07 CB in Section 4.07 of the Standard Highway Specifications, with the following modifications and additions:

Granite curb shall be Type 1, Class A, cut and dressed. All exposed surfaces shall have a thermal finish. The Contractor shall be required to furnish shop drawings of his proposed curb, including depressed curb details for the approval of the Engineer.

4.07CB-S.4. <u>MEASUREMENT</u>. The quantity to be measured for payment shall be the length of new granite curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.07CB-S.5. PRICE TO COVER. The contract price per linear foot of new granite Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "ATTACHMENT 1 – BID INFORMATION" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits, shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No. Item Pay Unit

4.07 CB-S NEW GRANITE CURB, STRAIGHT L.F.

SECTION 4.08 AA-S Concrete Curb (18" Deep)

4.08AA-S.1. INTENT. This section describes construction of Concrete Curb.

- 4.08AA-S.2. <u>DESCRIPTION</u>. Concrete Curb shall be made of concrete six (6") inches wide on top, eight (8") inches wide on the bottom, eighteen (18") inches deep, measured on the back.
- 4.08AA-S.3. <u>MATERIALS AND METHODS</u>. All materials and methods shall comply with the requirements of Item No. 4.08 AA in Section 4.08, of the Standard Highway Specifications.
- 4.08AA-S.4. <u>MEASUREMENT</u>. The quantity to be measured for payment shall be the length of concrete curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.
- 4.08AA-S.5. PRICE TO COVER. The contract price per linear foot of Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "ATTACHMENT 1 BID INFORMATION" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

Item No.

Item

Pay Unit

4.08 AA-S

CONCRETE CURB (18" DEEP)

L.F.

SECTION 4.09 A Straight Steel Faced Concrete Curb (18" Deep)

- 4.09A.1. <u>INTENT</u>. This section describes construction of Steel Faced Concrete Curb.
- 4.09A.2. <u>DESCRIPTION</u>. Steel Faced Concrete Curb shall consist of the steel curb facing set in a concrete cradle extending to a minimum depth of nine (9") inches below the bottom of angles or a minimum of seven (7") inches below the bottom of bent plates, to provide the depth of curb specified. The cradle shall be flush with the face of the steel. The steel shall be backed with concrete for a width of eight (8") inches from the face of the steel facing or as shown on the Contract Drawings.
- 4.09A.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item Nos. 4.09 AD and 4.09 BD in Section 4.09 of the Standard Highway Specifications, for Item Nos. 4.09 AD-S and 4.09 BD-S, respectively, with the following modifications and additions:

The replacement of the existing curb with steel faced concrete curb shall consist of the following work:

- a) Removal of curb and roadway material.
- b) Furnishing and setting of new steel facing plate.
- c) Pouring concrete for steel facing plate.
- d) Restoration of roadway surface adjacent to new curb, conforming to the applicable provisions of Sections 4.02 and 4.04 of the Standard Highway Specifications.
- e) Painting of steel plate (See Standard Drawing H-1010).
- 4.09A.4. <u>MEASUREMENT</u>. The quantities to be measured for payment shall be the number of linear feet of Straight Steel Faced Concrete Curb (18" Deep) and Depressed Steel Faced Concrete Curb (18" Deep) constructed, complete, in place, as required, measured along the top of the exposed face of steel, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.
- 4.09A.5 PRICES TO COVER. The contract prices per linear foot of each type of Steel Faced Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete, in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The unit prices bid shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "ATTACHMENT 1 BID INFORMATION" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

PROJECT ID: HWS17CW1

Payment will be made under:

Item No.	Item	Pay Unit
4.09 AD-S	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	L.F.
4.09 BD-S	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	L.F.

SECTION 4.09 CM-S Corner Steel Faced Concrete Curb

4.09CM-S.1. <u>INTENT</u>. This section describes construction of Corner Steel Faced Concrete Curb.

4.09CM-S.2. <u>DESCRIPTION</u>. Corner Steel Faced Concrete Curb shall consist of the steel curb facing set in a concrete cradle extending to a minimum depth of nine (9") inches below the bottom of angles or a minimum of seven (7") inches below the bottom of bent plates, to provide a curb depth of eighteen (18") inches, measured from the back. The cradle shall be flush with the face of the steel. The steel shall be backed with concrete for a width of eight (8") inches from the face of the steel facing or as shown on the Contract Drawings.

4.09CM-S.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.09 CD in Section 4.09 of the Standard Highway Specifications, with the following modifications and additions for the replacement of existing corner curb including, but not limited to, depressed steel faced concrete curb for construction of pedestrian ramps as per the NYC Standard Highway Details of Construction:

The replacement of the existing corner steel faced concrete curb with steel faced concrete curb shall consist of the following work:

- a) Removal of curb and roadway material.
- b) Furnishing and setting of new steel facing plate.
- c) Pouring of concrete for steel facing plate.
- d) Restoration of roadway surface adjacent to new curb, conforming to the applicable provisions of Sections 4.02 and 4.04 of the Standard Highway Specifications.
- e) Painting of steel plate (See Standard Drawing H-1010).

Resetting corner steel faced concrete curb, only where specifically directed, shall be paid for at the unit price bid for Corner Steel Faced Concrete Curb. The work includes:

- a) Breaking out and removal of all concrete behind the existing steel facing.
- b) Burning and/or cutting off the facing plate to conform to the required standard shape and saw-cutting the existing curb as necessary.
- c) Grinding the cut edge of steel plate facing.
- d) Cleaning and resetting, as required.
- e) Pouring of new concrete behind the remaining steel facing.
- f) Painting of steel plate (See Standard Drawing H-1010).

Also, the cost of installing any curb up to three (3') feet in length beyond the installed tangent corner curb will be paid for as corner steel faced concrete curb, under this Item 4.09 CM-S.

Where the curb beyond the corner is steel faced concrete curb, the steel faced curb shall be extended to meet the existing curb as directed by the Engineer and the cost of the additional tangent length of steel faced concrete curb beyond the initial three (3) feet of tangent curb, that is to be measured and paid for under this Item 4.09 CM-S, will be measured and paid for as straight steel faced concrete curb, under Item 4.09 AD-S.

Where corner curb is directed to be reset, the unit price shall also include the cost of removal and disposal of existing materials and restoration of roadway adjacent to reset curb, as required, and prime coating and finish painting of the existing steel facing.

MEASUREMENT. The quantity to be measured for payment shall be 4.09CM-S.4. the number of linear feet of steel faced concrete curb constructed, complete, in place, as required, measured along the top of the exposed face of steel, and adjusted in accordance with Section 5.04 of the Standard Highway Specifications.

4.09CM-S.5. PRICE TO COVER. The contract price per linear foot of Corner Steel Faced Concrete Curb. shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05 of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings referenced in "ATTACHMENT 1 - BID INFORMATION" of the Bid Booklet.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to the City.

Payment will be made under:

under:

| Compared to the comp Item No. Item Pay Unit

CORNER STEEL FACED CONCRETE CURB 4.09 CM-S L.F.

SECTION 4.13 A 4" Concrete Sidewalk

- 4.13A.1. <u>INTENT</u>. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented) for installation of Sidewalk.
- 4.13A.2. <u>DESCRIPTION</u>. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete four (4") inches thick, except in driveways and corner quadrants where it shall be seven (7") inches thick to be paid for under Item No. 4.13 BA-S and 4.13 BAC-S.

- 4.13A.3. <u>MATERIALS AND METHODS</u>. All materials and methods shall comply with the requirements of Item No. 4.13 AAS and 4.13 ABS for Item Nos. 4.13 AA-S and 4.13 AB-S, respectively, in Section 4.13 of the Standard Highway Specifications.
- 4.13A.4. <u>MEASUREMENT</u>. The area of 4" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications.

In determining the area of Concrete Sidewalk to be paid for under each type, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13A.5. PRICES TO COVER. The contract price per square foot for each type of 4" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard Highway Specifications. The unit prices bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 AA-S	4" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 AB-S	4" CONCRETE SIDEWALK (PIGMENTED)	S.F.

SECTION 4.13 B 7" Concrete Sidewalk

- 4.13B.1. <u>INTENT</u>. This section describes construction of Concrete Sidewalk (Pigmented and Unpigmented).
- 4.13B.2. <u>DESCRIPTION</u>. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete seven (7") inches thick.

4.13B.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.13 BAS and 4.13 BBS, as appropriate, in Section 4.13 of the Standard Highway Specifications, with the following modifications and additions:

Where new 7" concrete sidewalk on the new base cannot be installed due to clearance problems, the Engineer may recommend an alternate thinner concrete sidewalk slab be installed. Where the new alternate sidewalk slab is less than 7" thick but greater than 4", wire mesh reinforcement shall be installed in accordance with Section 4.14 of the Standard Highway Specifications. Where the new alternate sidewalk slab is greater than 3" thick but not greater than 4", a wire mesh reinforcement shall be installed in accordance with Section 4.14 and the concrete shall be Class A-40. Payment for alternate thicknesses of sidewalk slabs will be made at the unit price bid for 7" concrete sidewalk and no additional payment will be made for any wire mesh or increase in strength of concrete used.

4.13B.4. MEASUREMENT. The area of 7" thick concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications. In addition, for each corner quadrant, the maximum limits of payment for Item 4.13 BAC-S and 4.13 BBC-S, 7" Concrete Sidewalk, is 150 square feet where only one (1) ramp is installed and 175 square feet where two (2) ramps are installed. At any corner where these limits are exceeded no additional payment will be made for the excess thickness of concrete sidewalk and payment for that sidewalk will only be made at the unit price bid for 4" Concrete Sidewalk (Pigmented or Unpigmented, as applicable), under Item 4.13 AB-S or 4.13 AA-S.

In determining the area of Concrete Sidewalk to be paid for under each item, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13B.5. PRICES TO COVER. The contract price per square foot for each type of 7" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard Highway Specifications. The unit price bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing

sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 BA-S	7" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 BAC-S	7" CONCRETE SIDEWALK AT CORNER QUANDRANTS(UNPIGMENTED)	S.F.
4.13 BB-S	7" CONCRETE SIDEWALK (PIGMENTED)	S.F.
4.13 BBC-S	7" CONCRETE SIDEWALK AT CORNER QUANDRANTS(PIGMENTED)	S.F.

SECTION 4.13 HW-S Allowance for Concrete Sidewalk of Less Than 100 S.F. per Property

- 1. <u>Description</u>. Under this item, a premium will be paid to the Contractor as payment for the additional costs of installing concrete sidewalk in areas totaling less than 100 square feet per property (lot and block number), excluding concrete sidewalk in corner quadrants.
 - 2. <u>Materials</u>. (Not applicable)
- 3. <u>Construction Details</u>. Where the proposed area of concrete sidewalk to be installed under other contract items, as specified in each task order, total less than 100 square feet per property, excluding concrete sidewalk in corner quadrants, a premium of 20% of the unit price bid for that concrete sidewalk item will be paid to the Contractor. Said premium will be paid under this Item 4.13 HW-S, for the additional cost of installing concrete sidewalk in small areas totaling less than 100 square feet per property (lot and block number).
- 4. <u>Method of Measurement</u>. The fixed sum shown in the proposal for these items shall be considered the price bid, although actual payment will be based on the work performed. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the contract.

Payment under this item shall be based on the actual number of square feet of concrete sidewalk installed in areas totaling less than 100 square feet per property.

No additional payment will be made under this item for quantities of concrete sidewalk installed in corner quadrants, and for concrete sidewalk installed in areas totaling 100 square feet, or greater, per property (block and lot).

Payment under this item will be in addition to any NIGHT TIME AND/OR WEEKEND DIFFERENTIAL as specified in the Special Provisions of the S-Pages.

5. <u>Basis of Payment</u>. Actual payment under this item will be based on the method of computation described above in these specifications.

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 ensure that sufficient monies will be available to pay the Contractor for the additional cost necessary to install concrete sidewalk in cumulative areas totaling less than 100 square feet per property.

This "fixed sum" amount shall be included with the other amounts bid by the Contractor for all the other items under this contract.

Payment will be made under:

Item No. Item Pay Unit

4.13 HW-S ALLOWANCE FOR CONCRETE SIDEWALK OF LESS

THAN 100 SQUARE FEET PER PROPERTY F.S.

PROJECT ID: HWS17CW1

SECTION 6.39 - S

Mobilization

- 6.39S.1. <u>Description</u>. Under this section, the Contractor shall set up his necessary general plant, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expense required for the initiation of the contract work shall also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, shall be made by the Contractor.
- 6.39S.2. <u>Materials</u>. Unless otherwise specified, such materials as are required that are not to be a part of the completed contract shall be as determined by the Contractor, except that they shall conform to any pertinent City, State or Federal law, regulation or code.
- 6.39S.3. <u>Construction Methods</u>. Such work as is done in providing the facilities and services under this section shall be done in a safe and workmanlike manner and shall conform with any pertinent City, State or Federal law, regulation or code. Good housekeeping consistent with safety shall be maintained.
- 6.39S.4. <u>Measurement and Payment</u>. The fixed sum shown in the proposal for this item shall be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the contract.

The fixed sum payment made under this item shall be equal to the sum of all invoices submitted by the Contractor as proof of work performed for this item, as approved by the Engineer.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and shall not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

The unit price shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer. Said "Fixed Sum" amount shall be deemed to include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for his operations, consistent with the requirements of this section and this contract.

Payment will be made under:

Item No.

Item

Pay Unit

6.39 -S

MOBILIZATION

F.S.

SECTION 6.51 BD-P Pavement Key at Pedestrian Ramps (3' to 6' Wide)

- 1. <u>Intent</u>. This section describes the work of installing pavement keys in order to remove depressed or damaged wearing course, to facilitate storm water runoff (without ponding) and to facilitate installation of new pavement.
- 2. <u>Description</u>. The construction of pavement keys shall consist of cutting, milling, and removing a portion of the existing pavement to the required depth and width, generally next to curb or areas of poor pavement; all in accordance with the specifications and the directions of the Engineer.
- 3. <u>Methods</u>. The Contractor shall saw-cut or chisel-cut, for a depth of 1-1/2", a joint line in the existing asphaltic concrete wearing course at limits of pavement keys as directed.

All grindings (millings) and excavation material removed under this Section shall be loaded directly into dump trucks and shall be satisfactorily disposed of by the Contractor, away from the site. No debris will be allowed to accumulate at the site.

All milling shall be done prior to excavation of existing curb; however, it shall be done not less than two weeks prior to the excavation of existing curb.

- 4. <u>Uses</u>. Pavement Key at Pedestrian Ramp (various widths) shall be used in the following locations:
 - 1) At all locations requiring gutter adjustments (3' to 6' wide) both inside and outside corner quadrant (pedestrian ramp) areas as directed. To lower roadway or reshape roadway to eliminate ponding.
 - To remove asphaltic bumps or depression or badly crazed areas in the roadway to provide positive surface flow away from the ramp area.
 - Milling shall be to the required depth to facilitate an average of 1-1/2" resurfacing after the work is completed.
 - 4) At locations to be excavated under other contract items.
- 5. <u>Measurement</u>. The quantity to be measured for payment, under Item 6.51 BD-P, shall be the number of cubic yards of existing pavement actually cut out to provide a pavement key at pedestrian ramps and other locations as directed. Measurement shall be a vehicle measurement based on the number of cubic yards of material removed and disposed away by Contractor, measured in trucks at the place of loading. Only water level loads will be accepted and no allowance will be made for any crown or peak of the load.
- 6. <u>Price to Cover.</u> The contract price per cubic yard of Item 6.51 BD-P, shall cover the cost of furnishing all labor, plant, equipment, insurance, and necessary incidentals required and completing the work, including saw cutting at beginning and end of grinding limits, cutout of existing roadway material, loading all grindings and excavated material into dump trucks, and removing and disposing of said material away from the site, all in accordance with the specifications and the directions of the Engineer.

PROJECT ID: HWS17CW1

Payment will be made under:

Item No. Item Pay Unit

6.51 BD-P PAVEMENT KEY AT PEDESTRIAN RAMPS (3' TO 6' WIDE) C.Y.

(NO TEXT ON THIS PAGE)

SPECIAL PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE SPECIAL PROVISIONS THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.





(NO TEXT ON THIS PAGE)

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NO.
A.	LINES AND GRADES	S-1
B.	LOCATIONS	S-1
C.	NOTICE TO PROCEED AND TASK ORDERS	S-2
D.	WORK FORCE	S-2
E.	CURB WORK	S-3
F.	NEW CURB AND SIDEWALK AT TREES	S-3
G.	EXISTING OBSTRUCTIONS	S-3
H. I.	CITY-OWNED STREET HARDWARE ADJUSTMENTS IN ROADWAY AREAS CITY-OWNED STREET HARDWARE ADJUSTMENTS IN	S-3
	SIDEWALK AREAS	S-3
J.	PRIVATE UTILITY HARDWARE ADJUSTMENTS	S-4
K.	WHERE DIRECTED BY THE ENGINEER	S-4
L.	RESETTING CORNER STEEL FACED CURB	S-4
M.	BUS ROUTES	S-5
N.	DISPOSAL OF EXCESS EXCAVATED MATERIAL BY THE CONTRACTOR AT A SITE DESIGNATED BY THE CONTRACTOR	S-5
0.	SURVEY MONUMENTS	S-5
P.	COMPACTION TESTING OF SIDEWALK FOUNDATION MATERIAL	S-5
Q.	CORRECTIVE MILLING	S-6
R.	SPECIFIC TRAFFIC STIPULATIONS	S-6
S.	RESTORATION OF ADJACENT AREAS	S-6
T.	DPR CONSTRUCTION PERMITS	S-7
U.	CLEANING OF DRAINAGE STRUCTURES	S-7

Project ID. HWS17CW1

ARTICLE	DESCRIPTION	PAGE N	0.
V	BUS SHELTERS	S-7	1.
W.	NO WORK PERMITTED	S-7	
X.	USE OF CITY WATER	S-8	
Υ.	FUEL COST	S-8	
Z. ·	NIGHT TIME AND/OR WEEKEND DIFFERENTIAL	S-8	
AA.	NON-STANDARD WORK HOUR DIFFERENTIAL	S-8	
AB.	ENGINEER'S FIELD OFFICE LOCATION	S-9	
AC.	PRICES TO INCLUDE	S-9	
	OCMC TRAFFIC STIPULATIONS AND THE PARTY OF T	S-10	
	THE CITY OF NEW YORK DEPARTMENT OF SANITATION INTERPRETIVE MEMORANDUM # 2	S-13	

The following shall become a part of and apply to the contract:

A. <u>LINES AND GRADES</u>. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway Specifications. The Contractor shall check with the Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

Where new curbs and sidewalks are designated to be constructed in locations where they do not currently exist, the Contractor shall be required to establish lines and grades and stake out and layout the work for installing the new sidewalks and malls, as per Section 6.41 of the Standard Highway Specifications. In addition, at the completion of the work the Contractor shall survey the entire area of new construction, including the adjoining side streets, to provide the Engineer with as-built locations and elevations at the top and bottom of the curbs, at the ends of construction, at all street hardware, and breaks in grades.

B. <u>LOCATIONS</u>. The Engineer will select and obtain locations and will prepare a "field sketch" for each location for submission to the Contractor. The Contractor is advised that no minimum quantity of sidewalk repair or other items under this contract are quaranteed at any one specific location.

Locations for this contract will be furnished to the Contractor by written Task Order. The Contractor is hereby notified that the sidewalk locations selected for this contract may be generally along heavily traveled pedestrian routes with a minimal amount of locations in low density residential areas.

It is the intent of this contract to replace defective sidewalk panels and/or flags. Sidewalk installation will be strictly limited to defective sidewalk only and not for replacement of entire block face(s) and/or entire property frontage(s). The exact limits of sidewalk panel and flag replacement at each location will be determined solely by the Engineer. This may require substantial amount of saw cutting for which payment shall be deemed included in the premium of 20% paid, under Item 4.13 HW-S, for concrete sidewalk installations of less than 100 square feet per property (lot and block number), excluding sidewalks within corner quadrants.

When the Contractor's work at any location conflicts with work proposed by or with the requirements of other agencies or utility companies or with any other scheduled project, the Engineer may direct the Contractor to defer working at such location and may even delete that location from the contract.

C. NOTICE TO PROCEED AND TASK ORDERS. The Contractor is hereby advised that the "Notice To Proceed" (NTP) date and first Task Order, with the work for the first location or group of locations, will be given within 21 to 30 days of Contract Registration and, pursuant to Article 8 of the Standard Construction Contract, the Contractor must commence work on the date specified in the NTP.

Following issuance of the "Notice to Proceed," and as the need for services arises, the Engineer will issue a written Task Order to the Contractor. Such Task Order will specify the location(s) for the performance of required services, as well as the time frame for completion of all required services specified The time frame for the performance of all services specified in the Task Order will be based upon the estimated quantities required for the designated locations and will be calculated based upon the following: (i) a mobilization period of two working days applicable to each Task Order for all locations specified, and (ii) an average production rate of 2,200 S.F. per week. In the event the Contractor fails to complete all required services set forth in the Task Order within the specified time frame, liquidated damages shall be assessed on a daily basis in the amount specified in Schedule A on Page SA-1.

D. WORK FORCE. The Engineer shall periodically assess the rate of progress and may order the Contractor to mobilize additional work crews to complete the work on time. If the Contractor fails to comply with such orders within seven (7) calendar days after the written notice from the Engineer, the Contractor may, under Article 48 of the Standard Construction Contract, be declared in default of this contract.

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 specified herein and directed by the Engineer. Where the Contractor can demonstrate to the Engineer that he has substantially completed work at a location, he may be permitted to start work at additional locations, on a one to one basis, at the sole discretion of the Engineer.

- E. <u>CURB WORK</u>. Where steel faced concrete curb is required in a driveway area, the curb shall be depressed as required by the NYC Department of Transportaion Standard Details of Construction and paid for under Item 4.09 BD-S, Depressed Steel Faced Concrete Curb.
- F. NEW CURB AND SIDEWALK AT TREES. At locations where the Contractor is working adjacent to existing trees where the tree roots may interfere with standard installation of curb or sidewalk, the Contractor shall utilize Items 4.13 AAT, 4.14 W and 8.02 AB-S, as directed by the Engineer, in order to mitigate construction trauma to trees. Existing tree pit size may be enlarged, where and as ordered by the Engineer, in order not to damage tree roots.
- G. <u>EXISTING OBSTRUCTIONS</u>. The Contractor shall excavate existing abandoned lamppost bases, traffic post bases, tree stumps (6" diameter and under), and similar, up to two (2) feet below grade, within the work area. No direct payment shall be made for this work. The Contractor shall coordinate and obtain the required permits from the owning agency.

Any existing obstructions occurring within corner quadrant areas, such as hydrants, posts, etc., will be permitted to remain within the side-sloped areas of proposed pedestrian ramps, only where directed by the Engineer.

The Contractor shall relocate existing drive-rail posts and the attached signs, such as street name signs, traffic signs, etc., where indicated or directed, to a nearby area just beyond the ramp. No direct payment will be made for this work. The Engineer will notify the responsible City Agency or private entity having jurisdiction over these signs.

- H. <u>CITY-OWNED STREET HARDWARE ADJUSTMENTS IN ROADWAY AREAS</u>. Where adjustment of street hardware, such as catch basin gratings, manholes, and valve boxes, is required in the roadway to facilitate Pedestrian Ramp work as shown on the Engineering sketches, the adjustment will be paid for under Item 6.36 DR.
- I. <u>CITY-OWNED STREET HARDWARE ADJUSTMENTS IN SIDEWALK AREAS</u>. Where adjustment of street hardware, such as manholes, valve boxes, box covers, monuments, etc., is required in the sidewalk to facilitate Pedestrian Ramp work, payment is deemed included in the prices bid for all scheduled contract items where the vertical movement is less than or equal to 6" down, or where the vertical movement is less than or equal to 12" upward. However,

where the vertical movement of street hardware is more than 6" downward or more than 12" upward, then the adjustment work will be paid for under Item 6.36 DR.

Vertical adjustment of each installation and resetting the castings shall consist of: removing the existing frame and cover, and granite slab where applicable; modifying the existing installation as required; replacing the frame and/or cover if damaged, as determined by the Engineer, with a new frame and/or cover furnished under Item 6.22 F; resetting granite slab where applicable; and, setting the frame and cover to the new sidewalk elevation and slope.

Materials used shall comply with the Department's Sewer Standards for drainage installations, and the appropriate Department having jurisdiction over other installations.

Resetting castings shall be done with brick and mortar according to the standards of the Department of Environmental Protection or the appropriate Department having jurisdiction over the installation. Work shall be done in a workmanlike manner, and any damage resulting from the Contractor's operations, to the existing installation which is to remain, shall be satisfactorily corrected, as directed by the Engineer, at the Contractor's own expense and at no additional cost to the City. Removed and damaged sidewalk shall be replaced in kind.

- J. 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 at least seventy-two (72) hours prior to start of work at each location where its hardware requires adjustment.
- K. WHERE DIRECTED BY THE ENGINEER the locations of the proposed pedestrian ramps within the corner quadrant may be modified from the NYC Department of Transportation's Standard Detail of Construction No. H-1011, in order to avoid resetting street hardware covers or monuments. Also, all excavation in the vicinity of monument covers shall be done carefully by hand using hand held tools only, at no additional cost to the City.
- L. RESETTING CORNER STEEL FACED CURB. Corner Steel Faced Curb is to be reset only where directed by the Engineer, and payment will be made at the price bid for new corner steel faced curb.

M. <u>BUS ROUTES</u>. Bus routes affected by the project will or may require bus diversions. These arrangements shall be made through:

Ms. Sarah Wyss, Director

Short Range Bus Service Planning

MTA New York City Transit

2 Broadway Room A17.50

New York, New York 10004

Sarah.Wyss@NYCT.COM

When impacting any bus stop, Special Operations must be notified two weeks in advance.

- N. <u>DISPOSAL OF EXCESS EXCAVATED MATERIAL BY THE CONTRACTOR</u>
 AT A SITE DESIGNATED BY THE CONTRACTOR. Excess material excavated by the Contractor becomes the Contractor's property and is to be properly disposed of at the Contractor's expense.
- O. <u>SURVEY MONUMENTS</u>. When working in the vicinity of survey monument the Contractor shall hand excavate, Item 8.02 AB-S at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.
- P. <u>COMPACTION TESTING OF SIDEWALK FOUNDATION MATERIAL</u>. The Contractor is required to spot test to verify that their method of compacting the sidewalk foundation material, achieve the required density.

The test shall be conducted by a properly calibrated <u>Nuclear</u> testing <u>device</u>. The operator shall be a technician certified in its operation, as approved by the Engineer. The testing is required one full day in every two weeks, unless the test result indicates that the minimum compaction was not achieved, in which case additional days of testing may be required by the Engineer.

The Contractor is required to obtain a minimum of 95% of the theoretical maximum density for all sidewalk foundation material

installed. The theoretical maximum density shall be obtained, also by Contractor, by the use of other test such as Procter Test, as directed by the Engineer.

A copy of all nuclear density monitoring results including date, time, location by distance and offset, from building line or curb line, and the theoretical maximum density reading and any pertinent remarks is to be delivered to the Engineer the same day.

Q. CORRECTIVE MILLING. Where directed by the Engineer and prior to construction of sidewalks, the Contractor shall install a pavement key, under Item 6.51 BD-P, at pedestrian ramp locations and other locations as directed. Unless otherwise directed, the milling area shall generally be 3' to 6' wide adjacent to the new curb and 1-1/2"+ deep. The purpose of milling is to remove uneven wearing course, facilitate surface storm water run-off, and prepare for resurfacing after completion of the concrete work.

Resurfacing, under Item 4.02 CB, over the milled area shall be approximately 1-1/2"+ deep. Where ponding remains after resurfacing, no payment will be made for any work at that location until the ponding condition is corrected in a manner satisfactory to the Engineer.

R. SPECIFIC TRAFFIC STIPULATIONS. The Contractor shall perform the work in strict accordance with the requirements of Section 6.70 of Standard Highway Specifications, the Office of Construction Management Coordination (OCMC) traffic stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the OCMC Traffic Stipulations shall govern.

Any maintenance and protection of traffic device (e.g. planking with hand rails, metal ramps, wooden steps, roadway plates, traffic cones, temporary pavement markings, flags, etc.) not provided in the bid schedule but deemed necessary to comply with the requirements of Section 6.70 shall be deemed to be included in the unit prices bid for all of the scheduled contract items.

S. <u>RESTORATION OF ADJACENT AREAS</u>. 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 Highway Specifications); resetting granite blocks in tree pits; and, applying binder 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.

- T. <u>DPR CONSTRUCTION PERMITS</u>. NYC Department of Parks and Recreation (DPR) Construction Permits are required for all work on parkland or on sidewalks adjacent to parks or other areas maintained by DPR.
- U. <u>CLEANING OF DRAINAGE STRUCTURES</u>. The Contractor shall be required to keep all existing drainage structures within the work area clean and operable at all times. Should the Contractor let debris

enter any drainage structure as a result of his operations, he shall be required to immediately clean that drainage structure at his own expense. All other drainage structures requiring cleaning shall be referred to the Department of Environmental Protection.

V. <u>BUS SHELTERS</u>. The Contractor shall exercise extreme care when working at or in the vicinity of existing bus stop shelters. Any damage to existing bus stop shelters, including all electrical service lines, caused by the Contractor operations shall be repaired or replaced by the Contractor, as directed by the Engineer, at no cost to the City.

The Contractor is required to notify, Cemusa Inc., 420 Lexington Avenue, New York, N.Y. 10170 at (212) 599-7990 at least 72 hours prior to the commencement of any contract work at/or in the vicinity of any bus shelter location.

W. NO WORK PERMITTED. No work will be permitted during the period from Monday of the week preceding Thanksgiving Day week to April 1. No extension of time will be granted to the Contractor, for completion of this contract, due to this ordered shut down period.

- X. <u>USE OF CITY WATER</u>. The Contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.
- FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at http://www.eia.gov/petroleum/gasdiesel/. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all Extra Work invoiced that was performed during that calendar Should the USEIA stop publishing this fuel price quarter. 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.
- Z. NIGHT TIME AND/OR WEEKEND DIFFERENTIAL. Any item of work ordered performed (in writing by the Assistant Commissioner, Infrastructure Construction) outside the normal permissible working hours of 7:00 A.M. and 6:00 P.M. Monday through Friday and/or weekend hours between the hours of 6:00 P.M. Friday evening and 6:00 A.M. Monday morning, will be paid at the unit price bid plus a ten (10%) percent night time and/or weekend differential, with the exception of Lump Sum items. No differential will be applied to Lump Sum items.
- AA. NON-STANDARD WORK HOUR DIFFERENTIAL. In addition to any payments made under the above Article "AA". NIGHT TIME AND/OR WEEKEND DIFFERENTIAL", when and where the traffic stipulations require the Contractor to work less than a standard shift (which is deemed in this contract to be 8.5 hours, consists of 7 hours of productive time plus 1/2 hour setup, 1/2 hour cleanup and 1/2 hour lunch), the Contractor will be paid at the unit price bid for any items of work performed, as ordered, plus a proportional increase for working the ordered non-standard shift (less than 8.5 hours), with the exception of Lump Sum items. To calculate payments for non-standard shift operations the following table shall be used to obtain the item multiplier based on the proposed shift restrictions as per the Traffic Stipulations:

Proposed Shift as per the	
Traffic Stipulations	Item Multiplier
8.5	1.00
8.0	1.05
7.5	1.10
7.0	1.16
6.5	1.24
6.0	1.33
5.5	1.45
5.0	1.60
4.5	1.80
4.0	2.08

No unit price multiplier will be applied to Lump Sum items.

AB. ENGINEER'S FIELD OFFICE LOCATION. The Field Office shall be within 1/2 mile of the job site. Field offices located further than 1/2 mile from the job site shall require approval by the Assistant Comissioner for Construction.

AC. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.



Department of Transportation

JANETTE SADIK-KHAN, Commissioner

OCMC TRAFFIC STIPULATIONS

May 3, 2012

OCMC FILE NO:

CEC-12-124

CONTRACT NO:

ALL SIDEWALK, CURB AND PEDESTRIAN RAMP REPAIR/REPLACEMENT CONTRACTS, CITYWIDE

PROJECT:

SIDEWALK, CURB AND PEDESTRIAN RAMP REPAIR/REPLACEMENT, CITYWIDE

LOCATION(S):

VARIOUS, CITYWIDE

PERMISSION IS HEREBY GRANTED TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

- 1. EMBARGOES A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE HOLIDAY EMBARGO OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- 2. <u>BIKE LANES</u> IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 3. <u>BUS STOPS</u> THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF SEVEN (7) DAYS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- METERS THE CONTRACTOR MAY NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 – 894 – 8651.
- ACCESS TO ABUTTING PROPERTIES THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE
 ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- 6. AUTHORIZED PARKING PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE CONTRACTOR SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
- 7. NOTIFICATION THE CONTRACTOR MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- 8. STIPULATION CHANGES IF ANY OF THESE REQUIREMENTS, INCLUDING THE REQUIREMENTS LISTED BELOW, CANNOT BE MET, A REQUEST FOR MODIFICATIONS SHALL BE SUBMITTED IN WRITING TO OCMC-STREETS BY THE ENGINEER-IN-CHARGE FOR THE AGENCY PERFORMING THE WORK TO DETERMINE THE APPROPRIATE MAINTENANCE AND PROTECTION OF TRAFFIC.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

<u>DEFINITION</u>: For the purposes of this traffic stipulation sheet, the term "Critical Roadways" shall pertain to those roadways listed in the NYCDOT Highway Rules, where work restrictions apply during specific hours of the day.

NON-CRITICAL ROADWAYS

ROADWAYS UP TO 44 FEET IN WIDTH:

- Working hours shall be as follows:
- 7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during
 the hours specified on the posted regulation. <u>OCMC-Streets should be contacted in writing by the engineer-in-charge only
 if they are requesting a waiver and consideration to work during the restricted hours.</u>
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- During work hours, the confractor shall fully close the sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk.

NYC Department of Transportation

Bureau of Permit Management and Construction Control

55 Water Street - 7th Floor, New York, NY 10041

T: 212.839,9621 F: 212.839.8970

www.nyc.gov/dot

May 3, 2012 Page 2 of 3

OCMC FILE NO:

CEC-12-124

ALL SIDEWALK, CURB AND PEDESTRAIN RAMP REPAIR/REPLACEMENT CONTRACTS, CITYWIDE

CONTRACT NO: PROJECT:

SIDEWALK AND CURB REPAIR/REPLACEMENT, CITYWIDE

During working hours, the contractor shall maintain one 11-foot lane for traffic on one-way streets, and two 11-foot lanes for traffic, (one 11-foot lane in each direction) on two-way streets. When work includes the repair/replacement of pedestrian ramps, the contractor may occupy/close one (1) crosswalk at a time, posting necessary signage to notify pedestrians to use other crosswalk.

After working hours, the contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited. If a pedestrian walkway in the roadway is used, it shall be ramped at entry for handicapped access. All crosswalks must be opened to pedestrians.

The contractor shall not work on opposite sidewalks/curbs simultaneously.

ROADWAYS 45 FEET OR GREATER IN WIDTH:

7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if Working hours shall be as follows: working within a school zone) and 8:00 AM to 4:00 PM Saturday.

Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC-Streets should be contacted in writing by the engineer-in-charge only if they are requesting a waiver and consideration to work during the restricted hours.

A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.

The contractor shall maintain shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.

During working hours, the contractor shall occupy 11-feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one way streets and two 11-foot lanes for traffic (one 11-foot (ane in each direction) on two-way streets. When work includes the repair/replacement of pedestrian ramps, the contractor may occupy/close one (1) crosswalk at a time, posting necessary signage to notify pedestrians to use other crosswalk.

After working hours, the contractor may occupy 8-feet adjacent to curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.

The contractor shall not work on opposite sidewalks/curbs simultaneously.

CRITICAL ROADWAYS

Working hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.

Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC-Streets should be contacted in writing by the engineer-in-charge only If they are requesting a waiver and consideration to work during the restricted hours.

The contractor shall maintain shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.

During working hours, the contractor shall occupy 11-feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one way streets and two 11-foot lanes for traffic (one 11-foot lane in each direction) on two-way streets. When work includes the repair/replacement of pedestrian ramps, the contractor may occupy/close one (1) crosswalk at a time, posting necessary signage to notify pedestrians to use other crosswalk.

After working hours, the contractor may occupy 8-feet adjacent to curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized

The contractor shall not work on opposite sidewalks/curbs simultaneously.

NOTE: on some critical roadways with high pedestrian/vehicular volumes (e.g. Times Square, Downtown Brooklyn, Queensboro Plaza) OCMC-Streets reserves the right to determine the appropriate maintenance and protection of traffic in consultation with the engineer-in-charge for the agency performing the work. In these locations, the stipulations identified in CEC-12-124 may not be used.

C. GENERAL NOTES

- THIS IS NOT A PERMIT. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.

OCMC FILE NO:

CEC-12-124

May 3, 2012 Page 3 of 3

CONTRACT NO: PROJECT:

ALL SIDEWALK, CURB AND PEDESTRAIN RAMP REPAIR/REPLACEMENT CONTRACTS, CITYWIDE

SIDEWALK AND CURB REPAIR/REPLACEMENT, CITYWIDE

4. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.

- 5. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT OF WAY.
- 6. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
- 7. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACT OR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN, THE LETTERING SHALL BE THREE (3) INCHES HIGH.
- 9. THE OCMC-Streets reserves the right to void or modify these stipulations should construction fail to commence within two (2) years of the signed date of these stipulations.

en de l'anne de le Reille et le l'entre de l Le grand de l'entre d Le dissertion de l'entre de l'en Le de l'entre de l

10. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

JOSEPH P. NOTO EXECUTIVE DIRECTOR

JPN/ma

. National Magnetic entre extendible out that within about the extendible of the energy free of the extendible of the ex

THE CITY OF NEW YORK DEPARTMENT OF SANITATION

Interpretive Memorandum # 2

The Contractor is notified that the following Department of Sanitation (DOS) Interpretive Memorandum # 2 does not guarantee that a temporary stockpile location will be approved for this project. In addition, the Department of Design and Construction (DDC) reserves the right to rescind approval for any temporary stockpile location at any time. No payment will be made to the Contractor if either a temporary stockpile location is not approved for this project, or DDC rescinds an approval for any reason.



THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE Assistant Commissioner for Legal Affairs

Bureau of Legal Affairs 44 Beaver Street New York, NY 10004 Telephone (212) 837-8110 FAX (212) 837-8243

Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

INTERPRETIVE MEMORANDUM # 2 February 14, 1995

Subject: Temporary Storage and Processing of Construction and Demolition Debris by New York City Agency Contractors

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce New York's Waste.



Example: Street Construction Projects

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration hand 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 perfe	ormed at	(Contract
Site) .		
a. This Agency has approved the following loc Contractor for the temporary storage, processing ar construction materials (the "Stockpiling Locations" construction site or intended for the construction si	nd/or stockpilin ') excavated fro	g of
		-
	_	

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 carlier, 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.

The second of the second of the control of the second o

(a) Signification is such that is, the significant of the significa

SEWER AND WATER MAIN REVISIONS TO SPECIFICATIONS

NOTICE

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 5, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) 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. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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. 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.
- (7) The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at http://www.eia.gov/petroleum/gasdiesel/. The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all Extra Work invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.
- (8) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.
 - Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

DATED: JANUARY 26, 2017 PROJECT ID.: HWS17CW1

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 (212) 839-3799.

en de la companya del companya de la companya del companya de la companya del la companya de la

en de la servició de la presidente de la como desentación de la servición de la servición de la servición de l La servición de la servición d

ra filosopa i trifo rapera en los exemplos presidente figural presidente a esta para el esta persona de la com Presidente a anti-presidente de los filosoficios de exemplos presidente de la completa el desenvolva de la com La completa de la co

a factor en al groupe de la completa de la granda de la granda de la completa de la completa de la servición d La capación de la completa de la capacidad de la c La granda de la completa de la comp La completa de completa del completa de la completa del completa del completa del completa de la completa del completa de la completa del completa de la completa del completa del completa de la completa del c

On a contraction of the property of the Contraction of the property and the second of the contraction of the property of the contraction of the

n selita sengerang di namaka sengga pelebengan di pelang bili mengel senggan di namaka. Pelangkan menggan di menggalang di naman penggan pelang pelang pelang di namaka pelang pelang selang pelang pe Pelangkan senggan di menggan beranggan penggan penggan pelanggan pelanggan pelanggan penggan pelanggan pelangg

and de production de marche place de la forme de fait present de l'appreciation de le grand de la fait de la c Les después de la commentation de l'article de pareire de la comment de la comme de la comme de la comme de la Les des la comme de la comme DATED: JANUARY 26, 2017 PROJECT ID.: HWS17CW1

B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) 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. Peter Gordon, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Michael Lofesse/Ghanshyyam Patel - Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799/ (212) 839-3359, at least seventy-two (72) hours prior to the start of construction.

- (2) 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. HWS17CW1.

- (3) 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) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWS17CW1.

PROJECT ID.: HWS17CW1

DATED: JANUARY 26, 2017

C. REVISIONS 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, Section 11. Fabrication:, Page 4;
Add the following to Section 11:

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

2) Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:, Page 5; Add the following to Section 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF SECTION
This Section consists of four (4) pages.





INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: HWS17CW1

INSTALLATION OF SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS

Together With All Work Incidental Thereto
CITYWIDE (BOROUGHS OF BROOKLYN AND QUEENS)
CITY OF NEW YORK

	Contractor.
Dated	

