

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

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

LAW

VOLUME 1 OF 3 BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

FOR THE DEPARTMENT OF TRANSPORTATION PREPARED BY URS CONSULTANTS

OCTOBER 25, 2013

NYSDOT PIN	<u>X760.12</u>				
Fed. Aid Project	No.				
Bid Opening <u>11</u>	:00 A.M. on				
Location 1st Flo	oor Bid Room.	30-30 Thomson	Ave., Long Isla	ind City, N.Y	r. 11101



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: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

Name of Bidder: LAWS Constant Corp.
Date of Bid Opening: 3-27-14
Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation (X)
Place of Business of Bidder: 34 Swinton St Pleasentulle Wy 10570
Bidder's Telephone Number: 914 741-2186 Fax Number: 914 741 2150
Bidder's E-Mail Address: Jbelacdi @ laws cc-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: William J Vescio 144 Old Brianchel Rd Brianchel Dy 10510
Name and Home Address of Secretary: Steven A Vescio 136 Od Buardiff Rd. Buardiff NY 10510
Name and Home Address of Treasurer: Steden A Vescis 136 and British Rd British NV 10516
136 OC DUGULAT KE DUGULAT NY 10510

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 5. 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).

BID FORM

PROJECT ID. HWXS311V1

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

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

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder:	LAWS Constaction Coop.
By:	Miller Irena
	(Signature of Partner or corporate officer)
Attest:	Secretary of Corporate Bidder

(Corporate Seal)

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF	ss: being duly sworn says:
I am the person described in and who executed the for	egoing bid, and the several matters therein stated are in all
respects true.	
	14 P.D.
Cultivation of and amount As 1, Community	(Signature of the person who signed the Bid)
Subscribed and sworn to before me this,	·
day 01	
a contract of the second of th	
Notary Public	
AFFIDAVIT WHERE	BIDDER IS A PARTNERSHIP
STATE OF NEW YORK, COUNTY OF	ss:
	being duly sworn says:
I am a member of	the firm described in and which executed the foregoing
bid. I subscribed the name of the firm thereto on beha respects true.	If of the firm, and the several matters therein stated are in all
•	20 11 P.D
Cubanibad and arrows to before me this	(Signature of Partner who signed the Bid)
Subscribed and sworn to before me this day of,	
day 01	
Notary Public	
AFFIDAVIT WHERE	BIDDER IS A CORPORATION
COLUMN CO	
STATE OF NEW YORK, COUNTY OF WESTCHES	TER SS:
I om the Parking - of the char	being duly sworn says: ve named corporation whose name is subscribed to and which
executed the foregoing bid. I reside at BeiARCLIF	The named corporation whose name is subscribed to and which
I have knowledge of the several matters therein stated,	
moved or me bo void moved moved outon	
	Milled / cus / rosno
	(Signature of Corporate Officer who signed the Bid)
Subscribed and sworn to before me this	
27th day of MARCH, 2014	
Elyptust A. Brund	
/ Notary Public	
Elizabeth A. Bruno Notary Public, State of New York	
No. 01BR26075295	
Qualified in Dutchess County Commission Expires June 03, 20 <u>년</u>	
Commission Expired State So, 20	

AFFIRMATION

upon d New Y York,	ebt, confork, and	ed bidder affirms and declares that said bidder is not in arrears to the City of tract or taxes and is not a defaulter, as surety or otherwise, upon obligation of the last not been declared not responsible, or disqualified, by any agency of the ere any proceeding pending relating to the responsibility or qualification of contracts except:	to the City of he City of New
(If non	e, the bi	dder shall insert the word "None" in the space provided above.)	·
	•		
	ame of E	Bidder: LAWS Constantion Corp	***************************************
City _/	Yeiser	tulle State Ny Zip Code 105	70
CHEC	K ONE	BOX AND INCLUDE APPROPRIATE NUMBER:	
/	Α-	Individual or Sole Proprietorship* SOCIAL SECURITY NUMBER	
/	В-	Partnership, Joint Venture or other unincorporated organization EMPLOYER IDENTIFICATION NUMBER	
1/1	C-	Corporation EMPLOYER IDENTIFICATION NUMBER	
		133209931	
Ву:	Sign	ature	
Citle:_		I Preside	

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

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

BID SCHEDULE

which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect An unbalanced bid is considered to be one containing lump sum or unit items The Agency may reject a bid if it contains unbalanced bid prices. 3 NOTE:

costs, anticipated for the performance of the items in question.

- The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances. and they cover the cost of all work, labor, material, tools, plant and $\widehat{\mathbb{S}}$
- PLEASE BE SURE A LEGIBLE BID IS ENTERED; IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder. $\widehat{\mathbb{C}}$
- The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4. **4**
- before bidding, must advise the Commissioner, in writing, if any Prospective bidders must examine the Bid Schedule carefully and, pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 29 (2)

02/12/2014

9:28AM BID PAGES

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

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- 1														
		SI F	errs.	i eta	1			V		Í			١	
	COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		6,760			5,000.	•	C	· 000 /p ·		285,600.	
		10 0	CTS		١.	<u> </u>		\			\		١	
	COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS		940			\$ 500		•	, / 000		1, 200	
	<u>COL. 3</u>	CLASSIFICATIONS		PREFABRICATED COMPOSITE STRUCTURAL DRAIN			ASPHALTIC CONCRETE MIXTURE			CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, CLASS B-32		CONCRETE IN STRUCTURES, CLASS A-40		
	COL. 2	ENGINEER'S ESTIMATE OF	STITION	169.0	S.		0.9	TONS		2.0		238.0	G.Y.	
	COL. 1	ITEM NUMBER	(seguence no.)	207.26	(100)	,	4.02 CB	(002)		4.04 B (003)		4.06	(004)	

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COL. 4 COL. 5	UNIT PRICES EXTENDED AMOUNTS (IN FIGURES) (IN FIGURES)	DOLLARS CTS DOLLARS CTS	"E CURB (21" \$ 70 - \$ 4200 -	TRENCHES AND 6 600 - 239 460.	350 - 2980d -	COST TO EXCAVATE THAN FIVE (5) FEET VUCTURES \$ 700
COL. 3	CLASSIFICATIONS		STRAIGHT STEEL FACED CONCRETE CURB DEEP)	ROCK EXCAVATION IN STREETS, TRI STRUCTURES	EARTH EXCAVATION FOR STRUCTURES	ADDITIONAL INCREMENTAL COST TO ROCK AT DEPTHS GREATER THAN FIN IN TRENCHES AND FOR STRUCTURES
COL. 2	ESTIMATE OF OUNTITIES		60.0 L.F.	399.0 C.Y.	228.0 C.Y.	114.0 C.Y.
COL. 1	ITEM NUMBER (SEQUENCE NO.)		4.09 AE (005)	4.11 AA (006)	4.11 AS (007)	4.11 BAA (008)

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS CTS	7 270 7	[,204	13,320 -	24,525
	CTS	<u> </u>	\ [, , , , , , , , , , , , , , , , , , ,	er
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	5h	SC	71 *	\sqrt{\sq}\sqrt{\sq}}\sqrt{\sq}}}}}}}}}}\signt{\sqrt{\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}
CLASSIFICATIONS		FILL, PLACE MEASUREMENT	SELECT GRANULAR FILL, PLACE MEASUREMENT	4" CONCRETE SIDEWALK (UNPIGMENTED)	4" CONCRETE SIDEWALK (PIGMENTED)
COL. 2 ENGINEER'S ESTIMATE OF	OCANTITIES	96.0 C.Y.	16.0 C.Y.	1,110.0 S.F.	1,635.0 S.F.
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	4.11 CA (009)	4.11 CC (010)	4.13 AAS (011)	4.13 ABS (012)

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	\$205,755	, 204,890.	- 084%	9520
	CTS	8	\	\	Ϋ́Ι
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	75	15	09/	1,900
COL. 3 CLASSIFICATIONS		STAMPED PIGMENTED CONCRETE PAVING, 6" THICK	EPOXY COATED STEEL REINFORCEMENT BARS	STRUCTURAL SOIL FOUNDATION MATERIAL	TREES PLANTED, 3-1/2" TO 4" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS
COL. 2 ENGINEER'S ESTIMATE OF		3,862.0 S.F.	13,656.0 LBS.	28.0 C.Y.	5.0 EACH
COL. 1 ITEM NUMBER		4.13 SP06 (013)	4.14 E (014)	4.15 SS (015)	4.16 DA510 (016)

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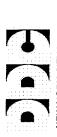
COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES	COL. 5 EXTENDED AMOUNTS (IN FIGURES)
(SEQUENCE NO.)	OUANTITIES		DOLLARS	-
5.37 (017)	1.0 1.8.	CONSTRUCTION REPORT	500/0/	(6,000)
50.41M6C12 (018)	28.0 L.F.	12" D.I.P. CLASS 56 STORM SEWER, ON CONCRETE CRADLE	- 555	15,400
50.41M6C16 (019)	24.0 L.F.	16" D.I.P. CLASS 56 STORM SEWER, ON CONCRETE CRADLE	999	14,406
50.43M61230 (020)	62.0 L.F.	12" D.I.P. CLASS 56 STORM SEWER IN 30" STEEL SLEEVE	1,200	34,400

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COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	The page	30,000	·		30,000			\$9,000		5,500/	
COL. 4	UNIT PRICES (IN FIGURES)	ts CTS	o Tuan	30,000			7000		·	7005		8	
- 	TINU (NI)	DOLLARS			es es		30,000			45,000)	
COL. 3	CLASSIFICATIONS		CLEANOUT MANHOLE ON 12" D.I.P. SEWER			CLEANOUT MANHOLE ON 16" D.I.P. SEWER			SPECIAL MANHOLE		UNCLASSIFIED EXCAVATION		
COL. 2	ENGINEER'S ESTIMATE OF OUANTITIES		1.0	EACH		1.0	EACH	ż	2.0	BACH	55.0	S S	
COL. 1	ITEM NUMBER (SEQUENCE NO.)		51.21C000012D	(021)		51.21C000016D	(022)		51.21L000000V	(023)	6.02 AAN	(024)	



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

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COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	
ITEM NUMBER	ENGINEER'S ESTIMATE OF	CLASSIFICATIONS	UNIT PRICES (IN FIGURES)	EXTENDED AMOUNTS (IN FIGURES)	S.L
			DOLLARS	DOLLARS	CTS
6.06 AB (025)	12.0 8.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	300	3,600	
6.18 X (026)	50.0 L.F.	PICKET FENCE REMOVED	7.02	000/) s	\
6.18 XPR (027)	258.0 L.F.	POST RAILING REMOVED	7.77	5,160	\
6.20 (028)	43.0 C.Y.	BROKEN STONE BALLAST Unit price bid shall not be less than: \$51.00) / / / /	2,193	\

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COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		, 3905.	•		7070	\$ 2,500		700,000		45 500.	
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS	er _a e	, , , , , , , , , , , , , , , , , , ,			1	\$		100.001		500	
·	Y _a												
COL. 3	CLASSIFICATIONS		ADDITIONAL HARDWARE			TEMPORARY SIGNS			DEMOLITION OF STRUCTURES		REMOVAL OF EXISTING WALL		
COL. 2	ENGINEER'S ESTIMATE OF	OUANTITIES	3,905.0	LBS.		235.0	e S		1.0	.s.	91.0	Y.	
COL. 1	ITEM NUMBER	(SEQUENCE NO.)	6.22 F	(029)		6.25 RS	(030)		6.27	(031)	 6.27 WCY	(032)	

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w	¢TS	or Schools	\	\	
COL. 5 EXTRNDED AMOUNTS (IN FIGURES)	DOLLARS	300	4,800	15,000	· 1250
rn 🔿	crs	\	\	\	
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	30	0/ 5	30	35
CLASSIFICATIONS		LIGHTED TYPE III BREAKAWAY BARRICADES	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE
COL. 2 ENGINEER'S ESTIMATE OF	QUANTITIES	10.0 L.F.	480.0 L.F.	500.0 L.F.	70.0 L.F.
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	6.28 BA (033)	6.28 ME (034)	6.34 ACT (035)	6.34 X (036)

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COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	
ITEM NUMBER	ENGINEER'S ESTIMATE OF	CLASSIFICATIONS	UNIT PRICES (IN FIGURES)	EXTENDED AMOUNTS (IN FIGURES)	ប្តូរ
			DOLLARS	DOLLARS	CTS
6.40 B (037)	21.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	505 h	94500	
6.50 (038)	4.0 EACH	CLEANING OF DRAINAGE STRUCTURES	- DDD / s	2000/	
6.52 CG (039)	300.0 P/HR	CROSSING GUARD	5000	15,000	
6.55	57.0 L.F.	SAWCUTTING EXISTING PAVEMENT	5)/	\$70	

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

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	76,500	5 000 81	79768	560
4 LICES URES)	CTS		7	0	
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	\S \.	\$000/9	507	3
COL. 3 CLASSIFICATIONS		TEMPORARY CONCRETE BARRIER WITH FENCE	WALL IDENTIFICATION NUMBER (WIN) PLATE	4" DUCTILE IRON PIPE CONNECTION	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS
COL. 2 ENGINEER'S ESTIMATE OF	22711111000	330.0 L.F.	3.0 EACH	98.0 L.F.	32.0 S.F.
COL. 1 ITEM NUMBER		6.59 PF (041)	6.64 WIN (042)	6.79 AG (043)	6.83 AA (044)

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

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	UNTS S)	CTS	14 1/50 T	e novikensia	,		<u>\</u>			1			1	1
COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		320			760			7	9		2,256	
		CTS					1			1			1	
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS		27			\ \ \			25	*		25	
COL. 3	CLASSIFICATIONS		FURNISHING NEW TRAFFIC SIGN POSTS			INSTALLING TRAFFIC SIGNS			INSTALLING TRAFFIC SIGN POSTS			PLASTIC BARRELS		
COL. 2	ENGINEER'S ESTIMATE OF ONANTITIES		16.0	L.F.		32.0	E4 CO		16.0	г. В .		30.0	EACH	
COL. 1	ITEM NUMBER (SEOURNCE NO.)		6.83 AB	(045)		6.83 BA	(046)		6.83 BB	(047)		6.87	(048)	



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EXTENDED AMOUNTS (IN FIGURES) DDD D9 3,666 25% COL. 5 DOLLARS CTS (IN FIGURES) 4,00d UNIT PRICES 30% COL. 4 O DOLLARS REFLECTIVE CRACKING MEMBRANE (18" WIDE) Unit price bid shall not be less than: \$ 4,000.00 CLASSIFICATIONS COL. 3 TEMPORARY WOODEN STAIRS MAINTENANCE OF SITE BIKE TRACK 15.0 57.0 102.0 L.F L. F. MONTH ESTIMATE OF ENGINEER'S OUANTITIES COL. 2 (SEQUENCE NO.) ITEM NUMBER COL. 1 7.50 BT 7.13 B 7.15 A (021) (052)(020) (049) 6.91

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

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1ct PIN 8502014HW0010C

COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS SCTS	age ¹² dage 1	\$ 18,000		- 08h h8 °		\$ 132,600	•	s 92,000 -
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS CTS	- ধাশবার্ত্তাং গ্	- 005 /6 - \$		370.		<u> </u>		200 /
classifications		STEEL BENCH BACKED		STAINLESS STEEL STAIR HANDRAIL		STAINLESS STEEL GUARD RAILING		STAINLESS STEEL RAILING	
COL. 2 ENGINEER'S ESTIMATE OF	QUANTITIES	0.4	HOVE TO THE TOTAL	256.0	Н	221.0	FL FJ	184.0	i Fr
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	7.50 ST	(200)	7.55 883	(054)	7.55 SS8	(055)	7.55 SSR	(056)

D ID SHOW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISION OF INFRASTRUCTURE. BUREAU OF DESIGN

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COL. 1	COL. 2	<u>cor. 3</u>	COL. 4	δl	COL. 5	
ITEM NUMBER	ENGINEER'S ESTIMATE OF	CLASSIFICATIONS	UNIT PRICES (IN FIGURES)	EXTE	EXTENDED AMOUNTS (IN FIGURES)	/
	2211111200		DOLLARS CTS	.13	DOLLARS	C TS
7.88 AA	1.0	RODENT INFESTATION SURVEY AND MONITORING		, <u>, </u>		a Persida
(057)	L S		į			- 1
		Unit price bid shall not be less than: \$2,071.00	\$ 01/0	vs.	0,071	K.J
7.88 AB	180.0	RODENT BAIT STATIONS				
(058)	EACH		•			
			, 09	\$. 008'0	\
		Unit price bid shall not be less than: \$ 60.00	-	·	,	ļ
7.88 AC	180.0	BAITING OF RODENT BAIT STATIONS			*	
(028)	EACH			 		١
		Unit price bid shall not be less than: \$8.50	9)	w	1,000	ı
7.88 AD	10.0	WATERBUG BAIT APPLICATIONS				ĺ
(090)	BLOCK		. (-	,	١
		Unit price bid shall not be less than: \$ 59.00	\$	w	5 70	l
						1



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

Contract PIN Project ID

	COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	S.A.	5610	s -	T.	, 6870		15,600		1/165	
	•	83 S)	CTS	•	- W W			\		1		1	
	COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS		5	•		300		2021		35	·
	COFT:	CLASSIFICATIONS		ANTI-GRAFFITI COATING			THREE PLY MEMBRANE WATERPROOFING		EXISTING STONE WALL RESTORATION		REPOINTING EXISTING MASONRY		
	7	ESTIMATE OF		1,122.0	Fi		228.0	α H.	13.0	Pi U	319.0	E4 CO	
100	T - TOO	(SEQUENCE NO.)		7.96 A	(061)		8.22 D	(062)	8.26 RCF	(063)	8.26 RP	(064)	

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

Contract PIN

8502014HW0010C HWXS311V1 Project ID

COL. 4 COL. 5 UNIT PRICES EXTENDED AMOUNTS (IN FIGURES)	DOLLARS CTS DOLLARS CTS	140 - 286	1802 - 9000	20,000.00 \$ 20,000.00	86-3600-
CLASSIFICATIONS (Ä	RESET STONE STAIR TREADS	COPING RESTORATION	RETAINING WALL FLAG REPAIRS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00	UNDERDRAIN FILTER, TYPE I
ENGINEER'S ESTIMATE OF	CONTITUES	57.0 L.F.	50.0 L.F.	1.0 F.S.	45.0 C.Y.
COL. 1 ITEM NUMBER	(SEKCENCE NO.)	8.26 RS (065)	8.51 C (066)	8.53 WFR (067)	60.6

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

Contract PIN 8502014HW0010C Project ID HWXS311V1

COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	2000 S	ا ۵ ۵ ۵۵ ا	37500	36,000
8 0	CTS	\	\	\	\
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS		200/2/	505/1 \$	30,000
COL. 3 CLASSIFICATIONS		6" PERFORATED P.V.C. UNDERDRAIN PIPE	STORM WATER POLLUTION PREVENTION	SURVEY MONITORING AND VISUAL INSPECTION OF EXISTING WALL	VIBRATION MONITORING OF EXISTING BUILDINGS
COL. 2 ENGINEER'S ESTIMATE OF		108.0 L.F.	1.0 L.S.	25.0 VISIT	1.0 L.S.
COL. 1 ITEM NUMBER (SEQUENCE NO.)		9.13 (069)	9.30	9.71 WAV (071)	9.71 WBB (072)



Project ID

Contract PIN

		CTS	o Projection	. 1		1	i	1			I
COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		24,050		23,525		83,950			40-
		CTS		\		_\		\			
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS		130		9		236			v.
COL. 3	CLASSIFICATIONS		GRANITE BIKE CHANNEL		GRANITE BASE VENEER AT RETAINING WALL	S. C.	GRANITE COPING			GRANITE LIGHT POLE BASE	No Text
COL. 2	ENGINEER'S ESTIMATE OF	COUNTINGS	185.0	F.	147.0	н. Н.	365.0	L. F.		4.0	
COL. 1	ITEM NUMBER		9.95 GBC	(07.3)	9.95 GBV	(074)	9.95 GC	(075)	\	9.95 GLP	

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

Contract PIN Project ID

	S	CTS		\	\	\
COL. 5	, ,,	DOLLARS	20,380	, 150,290.	s 107,190	\$ 500
COL. 4		DOLLARS	58	. 190 -	ء /3٤/	s
COL. 3	CLASSIFICATIONS		GRANITE SLAB PAVING	GRANITE STAIR TREADS	GRANITE VENEER	SANDBLASTED LETTERS
COL. 2	ENGINEER'S ESTIMATE OF	COMPLIES	828.0 S.F.	791.0 L.F.	794.0 S.F.	55.0 EACH
COL. 1	ITEM NUMBER	(SEQUENCE NO.)	9.95 GSP (077)	9.95 GST (078)	9.95 GV (079)	9.95 SL (080)

02/12/2014

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

Contract PIN Project ID

ស	CIS		. \	1	\
COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	. 70,000	\$ 0000.	\$000	\$ 400
	CTS	1	\	\	
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	\$ /0,000	, 1,000	\$ 500	\$ 600
COL. 3 CLASSIFICATIONS		FLASHING ARROW BOARD	FURNISH AND INSTALL FOUNDATION FOR TYPE "B" OR "B12" POST WITH INTERNAL FLANGE, AS PER DRAWING E-3884	ROTOR FOUNDATION. FURNISH AND INSTALL RIGID CONDUIT BEND, SIZE AS ORDERED.	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION
COL. 2 ENGINEER'S ESTIMATE OF	OUANTITIES	1.0 EACH	BACH	1.0 EACH	4.0 EACH
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	9,99	SL-20.01.01 (082)	SL-20.07.02 (083)	SL-20.08.01 (084)

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

Contract PIN Project ID

COL. 5 EXTENDED AMOUNTS	(IN FIGURES)	DOLLARS	12007	28,000	2,400	14 400
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COL. 4 UNIT PRICES	(IN FIGURES)	DOLLARKS	5000	3500	DDh s	5081
CLASSIFICATIONS		REMOVE FOUNDATION OTHER THAN STANDARD TYPE.		FURNISH AND INSTALL TYPE "B12" LAMPPOST WITH INTERNAL FLANGE	REMOVE PARK TYPE LAMPPOST ON FOUNDATION, WITH ALL ATTACHMENTS, IF ANY.	FURNISH AND INSTALL 75 WATT LED "RIVERSIDE PARK" TYPE LUMINAIRE
COL. 2 ENGINEER'S	ESTIMATE OF OUANTITIES	2.0	БАСН	8.0 EACH	6.0 EACH	8.0 EACH
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	SL-20.08.02	(660)	SL-21.01.08 (086)	SL-21.09.01 (087)	SL-22.15.03 (088)

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

Contract PIN

8502014HW0010C HWXS311V1 Project ID

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	1,200	, (664	s (0,800	300
50	crs	\	\	\ !	\
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	\$ 156	\$000	\$ 1,800	360
COL. 3 CLASSIFICATIONS		FURNISH AND INSTALL ALUMINUM TAG ON A LAMPPOST, AS PER DRAWING D-2861	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP, AS PER DRAWING H-5019	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING, AS PER DRAWING J-5226	FURNISH AND INSTALL 120 VOLT SINGLE PHASE FAULT INDICATOR IN BOX OR MANHOLE
COL. 2 ENGINEER'S	OUANTITIES	8.0 EACH	2.0 EACH	6.0 EACH	1.0 EACH
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	SL-27.01.01 (089)	SL-28.01.01 (090)	SL-29.01.03 (091)	SL-30.01.01 (092)

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

Contract PIN Project ID

	4 COL. 5	UNIT PRICES EXTENDED AMOUNTS (IN FIGURES)	S CTS DOLLARS CTS	2,600	3 1 3 d Q.	800 - 2800 -	70000
	COL	UNIT (IN F	DOLLARS	\\\\\\\	S	\$	
SOURCE THE PROPERTY OF DESIGN	<u>COL. 3</u>	CLASSIFICATIONS		FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA
	COL. 2	ENGINEER'S ESTIMATE OF OUANTITIES		520.0 L.F.	260.0 L.F.	35.0 L.F.	200.0 L.F.
	COL. 1	ITEM NUMBER (SEQUENCE NO.)		SL-33.01.02 (093)	SL-33.03.01 (094)	SL-35.01.04 (095)	SL-35.05.04 (096)

Contract PIN

Contract PIN 8502014HW0010C Project ID HWXS311V1

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

ga	CH3	Constitution of	\
COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	24,000	2000
	CTS	\	Λ
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	\$ 2000	5,000
CLASSIFICATIONS		FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179B.
COL. 2 ENGINEER'S ESTIMATE OF	OUANTITIES	6.0 EACH	1.0 EACH
COL. 1 ITEM NUMBER	(Sequence no.)	SL-37.05.04 (097)	SL-37.05.09 (098)

BID PAGES



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

Contract PIN 8 Project ID H

8502014HW0010C HWXS311V1

l s	S	\	1
	s 3, 056, 111	131/889	\$ 3,178,000
8 (1)	5 		
COL. 4 UNIT PRICES (IN FIGURES)	SUB-TOTAL:	TE SUB-TOTAL	TOTAL BID PRICE:
COL. 3 CLASSIFICATIONS		MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	
COL. 2 ENGINEER'S ESTIMATE OF		1.0 LUMP SUM	
COL. 1 ITEM NUMBER (SEQUENCE NO.)		6.39 A (099)	

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

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

(NO TEXT ON THIS PAGE)

APT E-PIN#:

LavidesJe@ddc.nyc.gov

85014B0051

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

Part I to be completed by contracting agency

Contract Overview						
APT E- Pin #	85014B0051	· · · · ·	FMS F	Project ID#:	HWXS311V1	نيون
Project Title/ Agency PIN #	RECONSTRUCTION OF	CLIFFC		•	REET/ 8502014HW0010C	-
Bid/Proposal Response Date	MARCH 27					
Contracting Agency	Department of Design and	d Constr	ruction			
Agency Address	30-30 Thomson Ave.	City	Long Islan	nd City St	ate NY Zip Code 11101	
Contact Person	Jessica Lavides		_ Title	MWBE Lia	aison & Compliance Analyst	
Telephone #	(718) 391-1065		Email		Odde nye gov	

Project Description (attach additional pages if necessary)

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage		
Unspecified	EXEMPT		
or			
Black American	UNSPECIFIED	•	
Hispanic American	UNSPECIFIED		
Asian American	UNSPECIFIED		
Women	UNSPECIFIED		
Total Participation Goals		Line 1	

APT E-PIN#: <u>8502014HW6040</u>C

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

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

Section I: Prime Contractor Contact Inform	ation				
Tax ID# /3320998/			FMS Vendor ID #		
Business Name LAUS Const	faction loss		Contact Person	OZK	Toumanios
Address 34 Iwinton S	t Pleasantil	14	e NX.10570		
Telephone # 914-741-2100	Email _ <u> </u>	16	elactile lawsce-	Con	1
				7	
Section II: M/WBE Utilization Goal Calcula	tion: Check the appli	cab	le box and complete su	bsect	tion.
PRIME CONTRACTOR ADOPTING AGE	NCY M/WBE PART	ICI	PATION GOALS		
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 13)		Calculated M/WBE Participation Amount
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.					
Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	\$	x		=	\$ Line 2
PRIME CONTRACTOR OBTAINED PARTICIPATION COALS	RTIAL WAIVER APP	RO	VAL: ADOPTING MO	DIFIE	ED M/WBE
PARTICIPATION GOALS					
For Prime Contractors (including Qualified Joint Ventures and M/WBE	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
firms) adopting Modified M/WBE Participation Goals.					
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.					
Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	\$	x		=	\$ Line 3

14

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals: As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to on-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: MBE WBE WBE As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to not may be form will not be credited towards fulfillment of M/WBE Participation Goals. As a non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. As a non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. As a non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. As a non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. As a non-M/WBE firms will not be credited towards fulfillment of M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.	Section III: M/WRF Utilization	Plan: How Proposed Pidder Will Edgil Manner B. Children
As an MWBE Prime Contractor that will self-perform and/or subcontract to other MWBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-MWBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: MBE	review the Notice to Prospec	tive Contractors for more information as the 14th in the contractors for more information as the 14th in the contractors for more information as the 14th in the contractors for more information as the 14th in the contractors for more information as the 14th in the contractors for more information as the 14th in the 1
As an MWBE Prime Contractor that will self-perform and/or subcontract to other MWBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-MWBE firms will not be credited towards fulfillment of MWBE Participation Goals. Please check all that apply to Prime Contractor: MBE	participation. Check applica	blo box. The Proposed at Pittle 1916 1511 to account the Pittle 1916 1511
work subcontracted to non-MWBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: MBE MBE	Participation, Officer applica	ble box. The Proposer of Bidder will fulfill the M/WBE Participation Goals:
work subcontracted to non-MWBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: MBE MBE		
work subcontracted to non-MWBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: MBE MBE	As an M/WBE Prime Conti	actor that will self-perform and/or subcontract to other M/WBE firms a portion of the
Please check all that apply to Prime Contractor: MBE	I contract the value of WillCliss S	LIERSETTIE AMOUNT located on Lines 2 or 3 above, as applicable. The value of any
MBE WBE	MOLIV SUDCOLIFIACIER TO HOH-IMIA	VDE TITMS WILL NOT be credited towards fulfillment of MAVIRE Participation Cools
MBE	Please check all that apply to P	rime Contractor:
As a Qualified Joint Venture with an MWBE partner, in which the value of the MWBE partner's participation and/or the value of any work subcontracted to other MWBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non MWBE firms will not be credited towards fulfillment of MWBE Participation Goals. As a non MWBE Prime Contractor that will enter into subcontracts with MWBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable. Section IV: General Contract Information What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of MWBE status? %		
above, as applicable. The value of any work subcontracted to non M/WBE firms is at least the amount located on Lines 2 or 3 fulfillment of M/WBE Participation Goals. As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable. Section IV: General Contract Information What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated to participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1		with an MM/RE partner in which the value of the MM/RE and the it is
fulfillment of M/WBE Participation Goals. As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable. Section IV: General Contract Information What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by M/BEs and/or W/BEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 7. 2. 3. 4. 5. 6. 7. 7. 8. 9. Scopes of Subcontract Work 9.	and/or the value of any work su	bcontracted to other MM/PE firms is at least the assemble safety and the safety of the
As a non MWBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable. Section IV: General Contract Information What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of MWBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan or subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 6. 7	above, as applicable. The value	e of any work subcontracted to non MANDE firms will not be a set if the set of the set o
As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable. Section IV: General Contract Information What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? %	fulfillment of M/WBF Participation	on Goals
Section IV: General Contract Information What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of MWBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9.	As a non M/WRE Prime Co.	ofractor that will onto into out out of 11 MANDE 6
Section IV: General Contract Information What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1 2 3 4 5 6 7 8 9 Scopes of Subcontract Work 9 Scopes of Subcontract Work	least the amount located on Lin	es 2 or 3 shows as applicable.
What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9. 8. 9.	listed and amount located on Em	es 2 of 3 above, as applicable.
What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9. 8. 9.		
What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9. 8. 9.	Section IV: General Contract In	formation
Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9.		
Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9.	What is the expected percent	age of the total contract dollar value that you expect to assert the assert to assert
Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 6. 7. 8. 8. 9. 8. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9. 9.	services, regardless of M/WB	E status? %
Supcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9. Scopes of Subcontract Work		
Supcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9.		
Participation by MBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1. 2. 3. 4. 5. 6. 7. 8. 9.		Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on
Scopes of Subcontract Work Scopes of Subcontract Work Scopes of Subcontract Work Scopes of Subcontract Work		subcontracting if awarded this contract. For each item, indicate whether the work is designated for
Scopes of Subcontract Work 7 8 7 8 9		end Also additional sheets if percessary
		The administral streets in riecessary.
		0.
	✓ Scopes of Subcontract West	8.
10 11. 12. 13. 14. 15. 16. 17. \$ 1	Ocopes of Subcontract Work	
11. 12. 13. 14. 15. 16. 17.		
12.		
13. 14. 15. 16. 17. 17. 18. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19		12
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		15.
		16
		是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就
	•	

Tax ID #: 136/3320993/

PIN#: 85020/4HWOGloc

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature	 Date
Print Name	Title

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

Tax ID #			
Business Name		_ FMS	Vendor ID #
the state of the s			
Contact Name	Teleph	one #	Email
Type of Procurement	☐ Competitive Sealed Bids	Other	Bid/Response Due Date
APT E-PIN # (for this			
procurement) <u>: * * * * * * * * * * * * * * * * * * *</u>			Contracting Agency:
M/WBE Participatio	on Goals as described in bid/s	olicitation do	Cuments
%			
	Agency M/WBE Participation Goa	al	
	ipation Goal as anticipated by v		
01	the total contract value anticipa	ated <u>in good f</u>	aith by the bidder/proposer to be subcontracte
asis for Waiver Res	services and/or credited to an	M/WBE Prime	aith by the bidder/proposer to be subcontracte • Contractor or Qualified Joint Venture.
velver ked	lest: Check appropriate box &	explain in det	ail below (attach additional pages if needed)
Vendor does not sub	Contract services and headle		
elf with its own emplo	yees.	capacity and	d good faith intention to perform all such wo
Vendor subcontracts	some of this time of the tree		
'4	some of this type of work but	at a lower %	than bid/solicitation describes, and has the
			The second describes, and not the
pacity and good faith i	intention to do so on this contr	act (Attach	Subconfronting with a state of the state of the
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pacity and good faith in vendor will self-perfo	mention to do so on this contr orm and subcontract to other v	act. (Attach endors or co	than bid/solicitation describes, and has the subcontracting plan outlining services that nsultants.)
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List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary. (Complete ONLY if vendor has performed fewer than 3 New York City contracts.) DATE COMPLETED **TYPE OF Contract** Manager at entity that hired vendor (Name/Phone No./Email) **Total Amount Total Contract** Subcontracted \$ Amount \$ Type of Work **Subcontracted** DATE COMPLETED AGENCY/ENTITY **TYPE OF Contract** Manager at agency/entity that hired vendor (Name/Phone No./Email) **Total Amount Total Contract** Subcontracted \$ Amount \$ Item of Work Item of Work Subcontracted Subcontracted and Item of Work and Value of Value of subcontract Subcontracted and subcontract Value of subcontract DATE COMPLETED AGENCY/ENTITY **TYPE OF Contract** Manager at entity that hired vendor (Name/Phone No./Email) **Total Amount Total Contract** Subcontracted \$ Amount \$ Item of Work Item of Work Subcontracted Subcontracted and Item of Work and Value of Value of subcontract Subcontracted and subcontract Value of subcontract VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith. Date: Signature: Title: Print Name: Shaded area below is for agency completion only refing to her confirmating of her condrolly El Price Milliant El Controlle

APPRENTICESHIP PROGRAM QUESTIONNAIRE

	PROJECT ID: HWXS3/1V/
The	bidder must submit a completed and signed Apprenticeship Program Questionnaire.
**************************************	Name of Bidder: Constact ton Corp.
1.	Does the bidder have an Apprenticeship Program appropriate for the type and scope of work to be performed? [Note: Participation may be by either direct sponsorship or through collective bargaining agreement(s).]
	YESNO
2.	Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?
	YESNO
3.	Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?
	YESNO
	answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the ience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional
	Bidec Produces funds to Various unions for Aprenticeship Programs When Signons agreements With unions.
· -	for Aprentieshin Proclams When Sings 16
<u> </u>	With unions
Bidder:	LAWS Construction Cop.
By:	Title: Verist
Date:	(Signature of Partner or Corporate Officer)
CITY OF	NEW YORK 20

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BID BOOKLET **DECEMBER 2013**

DEPARTMENT OF DESIGN AND CONSTRUCTION

TAPTRENTICESHIP PROGRAM REQUIREMENTS

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

YES ____NO

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

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.

CT ————————————————————————————————————
ce n as

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

YEAR	<u>INTRA</u> STATE RAT	TE <u>INTER</u> STATE RATE
2011	1.10	
2012	1.03	· · · · · · · · · · · · · · · · · · ·
2013	.95	
contractor mus	e and/or Interstate EMR for any of t attach, to this questionnaire, a wr action was taken to correct the sit	the past three years is greater than 1.00, the ritten explanation for the rating and identify uation resulting in that rating.
4. OSHA Infor	mation:	
	Contractor has received a willful viol Department of Buildings (NYCDOB)	lation issued by OSHA or New York City) within the last three years.
	Contractor has had an incident require fatality, or hospitalization of three or	ring OSHA notification within 8 hours (i.e., r more employees).
employees on a	yearly basis to complete and maintal esses". This form is commonly refer	1970 requires employers with ten or more in on file the form entitled "Log of Work-related red to as the OSHA 300 Log (OSHA 200 Log
The OSHA 300 employees.	Log must be submitted for the last th	hree years for contractors with more than ten
The Contractor	must indicate the total number of hor	urs worked by its employees, as reflected in
payroll records	for the past three years.	
The contractor of three years. The given year, the on the OSHA 3	must submit the Incident Rate for Lose Incident Rate is calculated in accortotal number of incidents is the total	number of non-fatal injuries and illnesses report
The contractor of three years. The given year, the on the OSHA 3	must submit the Incident Rate for Lose Incident Rate is calculated in according total number of incidents is the total to 200 Log. The 200,000 hours representifly weeks per year.	est Time Injuries (the Incident Rate) for the past redance with the formula set forth below. For each number of non-fatal injuries and illnesses reported that the equivalent of 100 employees working forted that Number of Incidents X 200,000 ber of Hours Worked by Employees
The contractor of three years. The given year, the on the OSHA 3 hours a week, for	must submit the Incident Rate for Lose Incident Rate is calculated in according total number of incidents is the total to 200 Log. The 200,000 hours representifly weeks per year.	rdance with the formula set forth below. For each number of non-fatal injuries and illnesses reported that the equivalent of 100 employees working forted that Number of Incidents X 200,000

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Project ID. HUXS31101

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2010	101,122	0.00
2011	70.122	17.02
2012	114,923	3.48
2013	122,107	3.27
In the contract	tor's Incident Rate for any of the past three years is one poir	it higher than the
to this question	for the type of construction it performs (listed below), the connaire, a written explanation for the relatively high rate.	ontractor must attach,
to tim directo	man's, a written explanation for the relatively high rate.	
General Buildi	ng Construction 8.5	, as a second of the second of
	ilding Construction 7.0	
	Building Construction 10.2	
	ction, except building 8.7	
	treet Construction 9.7	
Heavy Constru	ction, except highways 8.3	*
Plumbing, Hea		
Painting and Pa Electrical Worl	,	
Carpentry and	ework and Plastering 10.5	4
Concrete Work		
Specialty Trade		
,	0.0	,
5. Safety Perf	ormance on Previous DDC Project(s)	
No	Contractor previously audited by the DDC Office of Site Safet	y.
	DDC Project Number(s):	
	DDC 110fcct 14ttmoci(s).	
1		
<u>No</u>	Accident on previous DDC Project(s).	
No	Fatality or Life-altering Injury on DDC Project(s) within the la	et three vears
	[Examples of a life-altering injury include loss of limb, loss of	a sense le a sight
	hearing), or loss of neurological function].	a denied (o.g., o.g.tt.,
	- · · · · · · · · · · · · /	
2/1	Nu man and a second	
Date: $\frac{3}{2}$		5/16,00
-	(Signature of Owner, Partner, Corpora	te Officer)
	Title: Janahart	

PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

				Please Sec attacked 1	Project & Location
		·		list's	Contract Type
•				•	Contract Amount (\$000)
					Date Completed
			7		Owner Reference & Tel. No.
					Architect/Engineer Reference & Tel. No. if different from owner

В. PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

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

n grif stille myste		The see there list	Project & Location
		ed list	Contract Type
			Contract Amount (\$000)
			Subcontracted to Others (\$000)
			Uncompleted Portion (\$000)
			Date Scheduled to Complete
			Owner Reference & Tel. No.
			Architect/En gineer Reference & Tel. No. if different from owner

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

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BID BOOKLET DECEMBER 2013

Ü PROJECT REFERENCES - PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

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

 -, -	1		1			
		A VAN			Pase See attiched Shee	Project & Location
	Article (Article)				Lects	Contract Type
						Contract Amount (\$000)
						Date Scheduled to Start
						Owner Reference & Tel. No.
						Architect/Engineer Reference & Tel. No. if different from owner

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

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BID BOOKLET DECEMBER 2013

(NO TEXT ON THIS PAGE)

Contracts Completed By Bidder December 2013

Project	Owner	Engineer/Const. Mngr.	Contract Value	% Complete
X126-208M Ferry Point Community Park	NYCDPR	NYCDPR	\$12,871,000	100%
	Philip Granitto 718-760-6651	Paul Eng 718-760-6586		·
Contract #CR-32 Sitework Bernard Fineson Center Queens NY	Dormitory Authority - NYS 80-45 Winchester Boulevard Queens Village NY 11427	The LiRo Group 80-45 Winchester Boulevard Queens Village NY 11427	\$19,874,000	100%
ilities	Layla Bahbahani, Proj. Mngr. 212-273-5079	Jeff Fogel, Proj. Mngr. 718-465-3606		
Contract 1 W 55th Street Salt Shed Manhattan NY Drilled Casson & Concrete	NYC Dept. Of Sanitation Danny Walsh 917-237-5506	Bovis Lend Lease Cal Gerson 212-315-0235	\$5,838,500	100%
HWX211T5B Step St. Stairway @ 183rd St. Bronx NY	NYC Dept. Of Design & Constr. Joseph Cassidy, Borough Dir. 718-365-2106	NYC Dept. Of Design & Constr.	\$4,957,000	100%
HWXP144 Kappock St. Wall Bronx NY Wall / Road Reconstruction	NYC Dept. Of Design & Constr. Roly Parocco, Asst. Director 718-391-1910	LiRo - CM John Khachmanian 917-847-0850	\$7,589,000	100%
X126-808M Ferry Point Park Maintenance Bronx NY 7	NYCDPR Hope Kaufman 718-760-6651	TRC Engineers, Inc. Steven Meersma 212-221-7822 x109	\$6,000,000	100%



Contracts Completed By Bidder December 2013

				Compre 8 Water Main
			Robert Yeuh	Sewers & Water Mains
100%	\$11,942,000	NYC Dept. Of Design & Constr.	NYC Dept. Of Design & Constr.	SEK002318 Owl's Head 1 - Area A
	,	Mike Rafat, Project Manager 718-292-1188		
100%	\$2,287,000	LiRo - CM	EDC/NYCDPR	PS 29 Ballfield / Playground Bronx NY
		315-655-8161	845-878-5500	
		William R. Hall, P.E.	Michael Griffon, Supervisor	Sewers / WWTF Sitework
100%	\$2,606,136	Sterns & Wheler, PC 1 Remington Park Drive Caznovia NY	Town of Patterson 1142 Route 311 Patterson NY	Contract #2 Patterson Hamlet Sewer Patterson NY
			914-736-3182	
			Jeff Manthey	Westchester County
100%	\$2,969,000	N/A	Metro North Railroad	Contract #34449
% Complete	Contract Value	Engineer/Const. Mngr.	Owner	Project

Contracts Co

cember 2013	Completed By Bidder	

Project				
	CWIE	Engineer/Const. Mngr.	Contract Value	% Complete
D259055. Rte 6 Bridge Rehab. Southeast NY	NYS Dept. of Transportation Region 8	NIA	\$4,142,571	100%
Rte 6 Bridge over	Poughkeepsie NY 12603			
Middle Branch Reservoir	Frank Wiedman, E.I.C. 845-225-0793			
SEX002242 8' W x 6 x 6" H Box Culvert Combined Sewer	NYC Dept. Of Design & Constr. Joe Cassidy 718-365-2106	NYC Dept. Of Design & Constr.	\$4,645,670	100%
D258517 (Putnam) (213) Bikeway inc. Box Culvert 2 Bridge Structure Carmel/Mahopac NY	NYS Dept. of Transportation Region 8 4 Burnett Boulevard Poughkeepsie NY 12603	NYS Dept. of Transportation Region 8 4 Burnett Boulevard Poughkeepsie NY 12603	\$7,782,526	100%
	Ray Fischlein, Area Super. 845-575-6000	R. Scott Kehoe, P.E., E.I.C. 845-431-5754		
Park	Griffon Associates 570 Taxter Road Elmsford NY 10523	Ralph Mastromonaco, PC 13 Dove Court Croton-on-Hudson NY	\$6,570,000	100%
nousing Developomen		Ralph Mastromonaco, P.E. 914-271-4762		
Old Oaks Country Club Golf Cart Underpass (112) Off Rte 120 Purchase NY	Old Oaks County Club 3100 Purchase Street Purchase NY 10577	N/A	\$1,251,250	100%
(Design/Build)	Allen Ross 914-945-5100		·	

Contracts Completed By Bidder December 2013

Project HWXPEMER1 Riverdale Avenue Retaining Wall Bronx NY 48" & 36" Water Mains (218) Bronx Botanical Gardens Contract 03-5 East Mohegan Sewer	Owner NYC Dept. Of Design & Constr. Robert Yeuh 718-365-2106 NCYDEP Angelo Lorenzo 718-595-4229 Town of Yorktown 363 Underhill Road	Engineer/Const. Mngr. tr. NYC Dept. Of Design & Constr. NYCDEP	\$5,903,290 \$5,903,290 \$783,807 \$3,119,200
) Sewer ghts NY F of oration	Town of Yorktown 363 Underhill Road Yorktown Heights NY 10598 Sharon Robinson, P.E. Town Engineer 914-962-5722 x218	N/A	
D258325 (West.) (003) Reconstruction of Rte 32 & 22 Bedford NY	NYS Dept. of Transportation Region 8 4 Burnett Boulevard Poughkeepsie NY 12603	NYS Dept. of Transportation Region 8 4 Burnett Boulevard Poughkeepsie NY 12603	
	Ed O'Leary, P.E. 845-575-6000	M. Crosby, Res. Engineer 914-232-9150	
		R. Schmidt, E.I.C. 845-575-6000	
D258255 (Putnam) (108) Reconstruction of Rte 311 Patterson NY R	NYS Dept. of Transportation Region 8 4 Burnett Boulevard Poughkeepsie NY 12603 Ray Fischlein, Arer Super. 845-575-6000	Lovett Silverman 380 Town Line Road Hauppaughe NY 11788 John Lovett / Mike Abi Aoun 631-979-7600	



LAWS Construction Corp. 34 Irvington Street Pleasantville NY 10570

Contracts Currently Under Construction By Bidder December 2013

	Bronx NY	X126-109M Ferry Point Golf Course		
	John Natoli, PE 718-760-6725	NYCDPR		
	Tim Weiss 718-829-4651	TRC Engineers, Inc.	Engineer/Const. Mingr.	
		\$120,000,000	Contract Value	
		90%	% Complete	

VENDEX COMPLIANCE

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

Name of Bidder: LAWS Construction Coop Bidder's Address: X/ The Coop	_
Bidder's Address: 34 Tours for St Persontille W 10570 Bidder's Telephone Number: 914 741 2/00	<u>.</u>
Bidder's Fax Number: 914 241 2150	_
Project ID: HULS 3/1/14	
Compliance: To demonstrate compliance with Vendex requirement action (1) or Section (2) below, whichever applies	s,

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

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

Date of Subm	ission:
Ву:	
	(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: William T Vescio

30

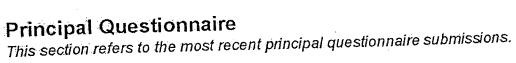
(NO TEXT ON THIS PAGE)

Certificate of No Change Form



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

 A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges
I, William T Vescio, being duly sworn, state that I have read
and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.
In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.
I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.
Vendor Questionnaire This section is required. This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.
Name of Submitting Entity:
Vendor's Address: 34 I coin for St Pleasantulle Ny 105)0
Vendor's EIN or TIN: 13-3209931 Requesting Agency: NYC DOC
Are you submitting this Certification as a parent? (Please circle one) (Yes) No
Signature date on the last full vendor questionnaire signed for the submitting vendor: 8-13-13
Signature date on change submission for the submitting vendor:





8/13/13 8/13/13 8/13/13	
8/13/13	
8/13/13	
1 4	
8/13/13	
ed and attach a document with the	ne date of additional submission
lescio	
Vescio	
toution Coop.	
	3/27/14
Huction Cocp.	3/27/19 Date
Elizabeth A. Notary Public, State	Bruno e of New York 175295
Huction Cocp.	Bruno of Ne w York 075295 Dess Count y
Elizabeth A. Notary Public, State No. 01BR266	Bruno of Ne w York 075295 Dess Count y
	red. Please complete this twice.

Certificate of No Change Form



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

parpose of contract award.
 A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges
I, William T Vescio, being duly sworn, state that I have read
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: LAWS Construction Construction
Vendor's Address: 34 I wing ton St Pleasantulle Ny 105 Do
Vendor's EIN or TIN: 13-3209931 Requesting Agency: NYC DOC
Are you submitting this Certification as a parent? (Please circle one) (Yes) No
Signature date on the last full vendor questionnaire signed for the submitting vendor: 8-13-13
Signature date on change submission for the submitting vendor:

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1 William J. Vescio	8/13/13	
2 Steven A lesuis	8/13/13	
3 Ciacomo Micciche	8/13/13	
4 Nick Toumanies	8/13/13	
:5		
6	- din	
Check if additional changes were submitted	ed and attach a document with th	e date of additional submissions.
Certification This section is require This form must be signed and notarized. Certified By:	Please complete this twice. C	copies will not be accepted.
	escio	
Name (Print)		
Title		
LAWS Cons	tention Coop.	
Name of Submitting Entity	I hon	8/22/14
allege	le Vient	Date
Signature	Elizabeth Notary Public, S	A. Bruno tate of New York
Notarized By:	No. 01BR Qualified in Do	26075295 Itchess County es June 03, 20 <u>/ 4</u>
Elizabeth A Bruso		
Elizabeth A Brund Notary Public	County License Issued	License Number
Sworn to before me on: 03/	27/14	
Date		

The City of New York Department of Small Business Services Division of Labor Services Contract Compliance Unit 110 William Street, New York, New York 10038

Phone: (212) 513 - 6323

Fax: (212) 618-8879 CONSTRUCTION EMPLOYMENT REPORT

GENERAL 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 Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with? 14, 15, 150, 2s2, 731, ioc. 1516 Are you DBE certified? Yes No
3.	Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No
4.	Is this project subject to a project labor agreement? Yes No
5.	Are you a Union contractor? Yes No If yes, please list which local(s) you affiliated
6.	Are you a Veteran owned company? Yes No/
PAR	T I: CONTRACTOR/SUBCONTRACTOR INFORMATION
7.	Employer Identification Number of Endored Town B. Scherdi Blacks C.C. Com
8.	LAWS Construction Coop. Company Name Email Address
9.	34 Icumplen St Pleisentulle Ny 10500
10.	William J Vescio 914-741-2100
11.	l elephone Number
	Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same") 914-741-2100 Telephone Number
12.	Seme
	Name of Prime Contractor and Contact Person (If same as Item #8, write "same")

13.	Number of employees in your company: 30-50
14.	Contract information: (a) $\frac{N/C DDC}{Contracting Agency (City Agency)}$ (b) $\frac{N/A}{Contract Amount}$
	(c) 85020(4H 6010 C
	(g) Description and location of proposed contract: Reconstruction of Childred Mare Step Street - Bronx, New York
15.	Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes No
16.	If yes, attach a copy of certificate. Has DLS within the past month reviewed an Employment Report submission for your company
,	and issued a Conditional Certificate of Approval? Yes No
	OTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION IT THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR ONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.
17.	Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate? Yes No If yes,
	Date submitted:Agency to which submitted:
	Name of Agency Person:
	Contract No:Telephone:
18.	Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes No
	If yes,

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	(a) N 	lame and address of OFGCP office.
	(b) W Y	Vas a Certificate of Equal Employment Compliance issued within the past 36 months?
	. If	yes, attach a copy of such certificate.
	(c) W	ere any corrective actions required or agreed to? Yes No
		yes, attach a copy of such requirements or agreements.
		ere any deficiencies found? Yes No
	If	yes, attach a copy of such findings.
19.		r company or its affiliates a member or members of an employers' trade association which consible for negotiating collective bargaining agreements (CBA) which affect construction ring? Yes ⊬ No
		attach a list of such associations and all applicable CBA's. To be founded I LIAWS is low bodger.
PART	FII: DO	CUMENTS REQUIRED
20.		res, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation oractices. See instructions. Will be fronted; flaws is low bidded.
	(a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
	(b)	Disability, life, other insurance coverage/description
	(c)	Employee Policy/Handbook
	(d)	Personnel Policy/Manual
	(e)	Supervisor's Policy/Manual
	(f)	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
	(g)	Collective bargaining agreement(s).
	(h)	Employment Application(s)
	(i)	Employee evaluation policy/form(s).
•	(j)	Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

21.	To comply with the Immigration Reform and Control Act of 1986 when <u>and of whom</u> does your firm require the completion of an I-9 Form?
	(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 Yes Yes No Yes Yes No Yes
22.	Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible. At main office in timplayee file
23.	Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes No
	(a) Prior to a job offer Yes No (b) After a conditional job offer Yes No (c) After a job offer Yes No (d) To all applicants Yes No (e) Only to some applicants Yes No
•	If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.
24.	Do you have a written equal employment opportunity (EEO) policy? Yes No If yes, list the document(s) and page number(s) where these written policies are located. Will be fluided if Lieus is low backer.
25.	Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps Other. Please specify
26.	Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes:/ No
	If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

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FOR OFFICIAL USE ONLY: File No._____

27.	Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes No
	If yes, attach an internal complaint log. See instructions.
28.	Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes No
	If yes, attach a log. See instructions.
29.	Are there any jobs for which there are physical qualifications? Yes No_/
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
30.	Are there envices for all the
00.	Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

SIGNATURE PAGE

经验证证据 2000年 200	1 19 11 - 4
I, (print name of authorized official signing)	hereby certify that
the description of the second complete to the dest of the	knowledge and belief and
	dual cilibio illorie
	JIGGI 140. 00 (1000); 40
behalf of the company to submit a certified copy of payroll records to the	Division of Fapor Convides on
a monthly basis.	
LAWS Construction Coop.	
Contractor's Name	
Contractor's Name ()illiam Juscia Re	rillo Tillo
Name of person who prepared this Employment Report	Title
Name of person who prepared this Employment Report	
Name of official authorized to sign on behalf of the contractor	Title
914-741-2100	
Telephone Number	1 1
IIII Ille had	3/27/14
WWW.	Date
Signature of authorized official	
If contractors are found to be underutilizing minorities and females in an	y given trade based on Chapter
56 Section 3H, the Division of Labor Services reserves the right to requ	est the contractor's workforce
data and to implement an employment program.	:
	or are found to be in
Contractors who fail to comply with the above mentioned requirements	of are found to be in
noncompliance may be subject to the withholding of final payment.	
Willful or fraudulent falsifications of any data or information submitted h	erewith may result in the
the fitting of behind the City and the bidder of Confidence	il alla ili disappiovai di fataro
contracts for a period of up to five years. Further, such falsification may	y result in civil and/and or
criminal prosecution.	
	o of DLS' responsibilities under
To the extent permitted by law and consistent with the proper discharge	180) and the implementing Rules
Charter Chapter 56 of the City Charter and Executive Order No. 50 (19 and Regulations, all information provided by a contractor to DLS shall it	ne confidential.
and Regulations, all information provided by a contractor to be small	
Only original signatures accepted.	
11 00 11/0	·
Sworn to before me this 274 day of Mrecht 20 14	·
2 restant Ille flux for	3/27/14
Metany Rublic Authorized Signature	Date
Notary Fublic – – – – – – – – – – – – – – – – – – –	
Elizabeth A. Bruno Notary Public, State of New York	
No. UTBRZOU/3253	
Commission Expires June 03, 20 17	

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FOR OFFICIAL USE ONLY: File No.______

CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES FORM A

- Do you plan to subcontractor work on this contract? Yes___ No__

If yes, complete the chart below.

NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and

			— т	 	 	 				
		PROJECTED DOLLAR VALUE OF	SUBCONTRAGT	e e	10 80 2 . स्यूर्व					
-		TRADE PROJECTED FOR USE BY SUBCONTRACTOR			Notes		-			
	14 OH 7/2/04/	PERFORMED BY SUBCONTRACTOR		-				-		
	OWNERSHIP GNTER	APPROPRIATE CODE LETTERS BELOW)	· · ·							
	SUBCONTRACTOR'S	NAME*								

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

OWNERSHIP CODES

W: White

Black m

H: Hispanic

A: Asian N: Native American F: Female

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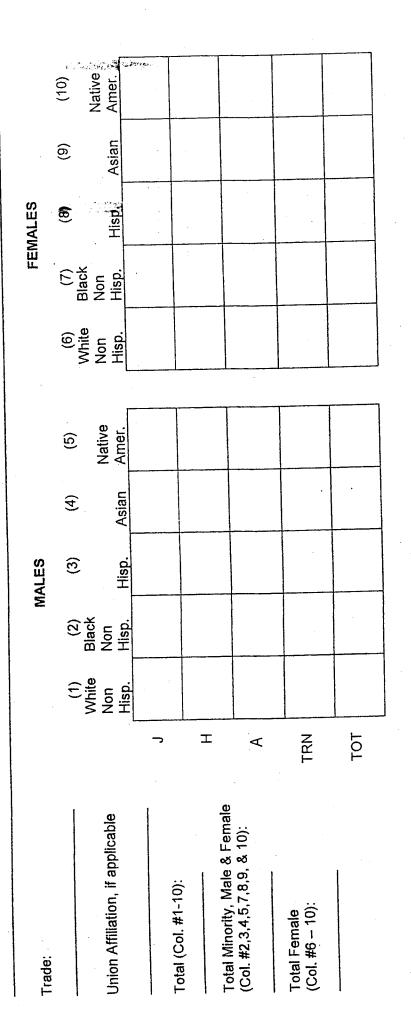
FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

(A) Apprentice (TRN) Trainee

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



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

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Trade:

l fade:	(1) White	Hisp.	Total (Col. #1-10):	Total Minority, Male & Female	A A	Total Female (Col. #6 – 10): TRN	101	
	(2) Black				·			
MALES	(3)	Hisp.						
•	(4)	Asian						
	(2)	Native Amer.						
	(6) White	Non Hisp.						
丑	(7) Black	Non Hisp. Hisp.						7
FEMALES	(8)	Hisp.		*				
	(6)	Asian						
	(10)	Native Amer.	i ve	1 1 2	N.	*		

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

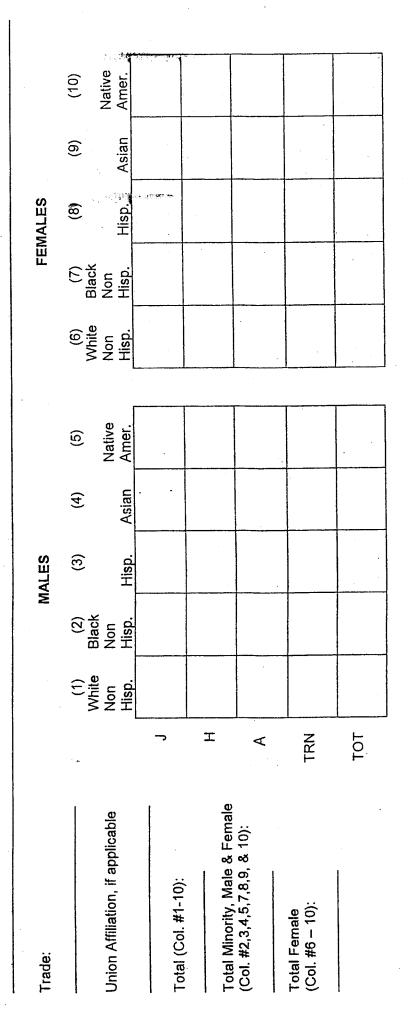
FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

(TRN) Trainee (A) Apprentice

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



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

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FORM C. CURRENT WORKFORCE

Trade:			~	MALES		-		T.	FEMALES		
Union Affiliation, if applicable		(1) White	(2) Black	(3)	(4)	(2)	(6) White	(7) Black	(8)	(6)	(10)
		Hisp.	Hisp.	Hisp.	Asian	Native Amer.	Non Hisp.	Non Hisp.	Hisp.	Asian	Native Amer
Total (Col. #1-10):	7					-			1.71		
Total Minority, Male & Female	I								es in se		
(Col. #2,3,4,5,7,8,9, & 10):	∢) * %
Total Female	· · · · · · · · · · · · · · · · · · ·						-		4		
(Col. #6 – 10):	TRN										
	TOT										

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

(NO TEXT ON THIS PAGE)

BID BOND 1 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That wc,
LAWS CONSTRUCTION CORP.
34 IRVINGTON STREET, PLEASANTVILLE, NY 10570
hereinafter referred to as the "Principal", and
Fidelity and Deposit Company of Maryland
600 RED BROOK BLVD., SUITE 600, OWINGS MILLS, MARYLAND 21117
hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of Ten Percent of Amount Bid
(\$), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators successors and assigns, jointly and severally, firmly by these presents.
Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for
PRO IECT ID: HWY311V1 PECONSTRUCTION OF SUFFICIENT TO A SECOND TO
NOSECTIO, TWASTIVE - RECONSTRUCTION OF CLIFFORD PLACE STEP STREET/THE
PROJECT ID; HWX311V1 - RECONSTRUCTION OF CLIFFORD PLACE STEP STREET/THE BRONX

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

- (a) Within ten (10) days after notification by the City, execute in quadraplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
- (b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and
- (c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of the time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 27th day of March 2014.

(Seal)

LAWS CONSTRUCTION CORP.

__(L.S.)

Bv:

By: Morray

Presid

(Seal)



Fidelity and Deposit Company of Maryland

Surety

Principal

Dennis M. O'Brien

Attorney-in-Fact

(Acknowledgment by principal, unless it be a corporation) STATE OF NEW YORK

COUNTY OF	SS:			
On this me personally came	day of			, before
known and known to me to be he/she executed the same.	he person described in and wh	o executed the foregoing	instrument, and acknow	to me
	7	Notary Public	(County
(Acknowledgment by principal, i STATE OF NEW YORK	f a corporation)			
COUNTY OF WESTCHEST	SS:			
On this 37 th me personally came William known who being by me duly swo		H	3014	, before
known who being by me duly swe	orn, did depose and say that he/s	he resides in BRARCLI	FEMAROR NY	to me
the Person	6.1		; tha	at he/she is
the PRESIDENT corporation described in and which scal affixed to said instrument w				
	N	otary Public, State C	runo f New York	ounty
Acknowledgment by Surety Com STATE OF NEW YORK		No. 01BR2607 Qualified in Dutche: Commission Expires Ju	o County	
OUNTY OF WESTCHESTER	SS:			
On this 27th ne personally came DENNIS M.	O'BRIEN day of	March	2014	_ , before
snown who being by me duly swor		e resides in NORTH ME	RRICK, NEW YORK	to me
e ATTORNEY-IN-FACT	of the Fi	I-UL A ID	; tha	it he/she is
	1 executed the within instrument	lelity And Deposit Comp	any Of Maryland	; the
orporation described in and which eal affixed to said instrument is orporation, and that he/she signed	such corporate seal; that if wa	is so affived by order of	seal of said corporation the Board of Director	; that the s of said
and the signed	ans her hanne thereto by like ord	er. Aug 18	W Classic	
	No	tary Public		unty
		NOTARY PUB No 0 Qualified	E McCARTHY LIC, State of New York 1MC5079342 n Dutchess County	
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FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2012

ASSETS

Bonds	ASSETS
Stocks	S 157,177.826
Cash and Short Term Investments	ASSETS S 157,177,826 23,000,311 119,155
Reinsurance Recoverable	119,155
Other Accounts Receivable	17,923,564 35,473,256
TOTAL ADMITTED ASSETS	35,473,256
— · · · · · · · · · · · · · · · · · · ·	35,473,256 \$ 233,694,113
Ceded Reinsurance Premiums Payable Securities Lending Collateral Lightly	\$ 74,782 48,323,524 1,716,240
Capital Stock, Paid Up	\$\frac{1,716,240}{50,114,546}
Capital Stock, Paid Up Su:plus	\$ 5,000,000
Surplus as regards Policyholders.	
TOTAL	183,579,567
	\$\frac{183,579,567}{233,694,113}\$

Securities carried at \$59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$243,518,971 and surplus as regards policyholders \$193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December. 2012.

Subscribed and sworm to before no. a Notary Public of the State of illinois, in the City of Schammburg, this 15th day of Morch, 2013.

Vitary Publi

OFF, CIAL SEAL DARRY CUDINER Ablary Public - State of Militals My Commission Expires May 3 2014

Bond Number: Bid Bond	
Obligee: City of New York	

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Geoffrey Delisio, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, Dennis M. O'Brien its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any

and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Assistant Secretary Gerald F. Haley

Vice President Geoffrey Delisio

Walling of the State of the Sta

State of Maryland County of Baltimore

On this 17th day of , A.D. 2012 , before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public

My Commission Expires: July 14, 2015

Constance a. Dun

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companie this 27th day of March 2014		IN TEST	IMONY	WHEREOF, I ha	ive hereunto sub	scribed my name and affixed the comparate and a fall a set of a set of the se
uns uay or march 2014	this	27th	day of	March	2014	befored my name and arrived the corporate seals of the said Companies







Thomas O. McClellan, Vice President

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:

[Please Check One]

BIDDE	R'S CERTIFICATION
Ø	By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
	I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.
Dated	SIGNATURE Steven A. Vescio PRINTED NAME Secretary TITLE
	Elizabeth A. Bruno Notary Public, State of New York No. 01BR26075295 Qualified in Dutchess County Commission Expires June 03, 20

Dated: 03/27/14

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

ADDENDUM NO. 5

DATED: March 25, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 3 of 3, page Al-2n in Addendum No. 1;

Delete Subsection 6.52CG.3. METHODS, in its entirety;

Substitute the following revised Subsection 6.52CG.3:

"6.52CG.3. METHODS. All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained, as approved by the Engineer, in controlling vehicular and pedestrian traffic at construction sites.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and active two-way radios shall be appropriate for use at roadway construction sites as approved by the Engineer.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item."

- 2. Refer to the Bid and Contract Documents, Volume 1 of 3, page B 23 in Bid Schedule, Item No. 9.95 GLP (Sequence No. 077), GRANITE LIGHT POLE BASE;
 Delete the Bid Item No. 9.95 GLP (Sequence No. 077), GRANITE LIGHT POLE BASE, in its entirety;
 Substitite the words "NO TEXT".
- 3. See attached questions submitted by a Bidder and DDC's response.

END OF ADDENDUM NO. 5

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages and one (1) page of attachement.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

MOHSEN ZARGARELAHI, P.E. Assistant Commissioner

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

ADDENDUM NO. 6

DATED: March 27, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

- 1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3,
 Attachment 1 Bid Information on Page A-1;
 Change the dates shown for Submission of Bids and for Bid
 Opening from "MARCH 27, 2014" to read "APRIL 2, 2014".
- 2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Bid Booklet, Page 13;
 Change the dates shown for Bid/Proposal Response Date from "MARCH 27, 2014" to read "APRIL 2, 2014".
- 3. Refer to the Bid and Contract Documents, Addendum No. 5, page A5-2, Article 2;
 Change the Sequence No. shown from "077" to "076".

END OF ADDENDUM NO. 6

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

MOHSEN ZARGARELAHI, P.E.

Assistant Commissioner

LAWS CONSTRUCTION COP Name of Bidden By: Mun Wynny

SPECIAL NOTICE TO BIDDERS

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

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

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

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

(NO TEXT ON THIS PAGE)

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: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET
INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

Together With All Work Incidental Thereto BOROUGH OF THE BRONX CITY OF NEW YORK (NO TEXT ON THIS PAGE)

PROJECT ID: HWXS311V1

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

BID BOOKLET

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(NO TEXT ON THIS PAGE)

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

- 1. Bid Schedule and Bid Form, including Affirmation
- 2. Bid Security (if required, see Attachment 1 on Page A-1)
- 3. 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 and 4 of this Bid Booklet.

SPECIAL NOTICE TO BIDDERS SPECIAL EXPERIENCE REQUIREMENTS (Revised 02/2007)

(A) EXPERIENCE REQUIREMENTS FOR THE BIDDER: The bidder must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or sub-subcontractor.

The requirements set forth below under Article (B) apply to this contract where indicated by a blackened box (11) or by X in a 11 to left.

- ☐ (B) EXPERIENCE REQUIREMENTS FOR INSTALLER OF TRUNK WATER MAIN: The special experience requirements set forth below apply to the contractor who will install the Trunk Water Main. If the bidder intends to perform such work itself, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract this work, the proposed subcontractor must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.
 - (1) The contractor who will install the Trunk Water Main must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or subsubcontractor.
- (C) <u>SUBMISSION REQUIREMENTS</u>: For each project submitted to meet the experience requirements set forth above, the bidder must complete and submit the Qualification Form set forth in the Bid Booklet. Separate Qualification Forms shall be provided for bidder and the contractor who will install the Trunk Water Main.
- (D) <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.
 - (1) Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or more from the inception of the bidding entity.
 - (2) The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.
- (E) <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.
- (F) <u>COMPLIANCE</u>: Compliance with the experience requirements set forth herein will be determined solely by the City, prior to an award of contract. The bidder is advised that failure to meet the above described experience will result in the rejection of the bid as non-responsive.

Qualification Form

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

Name of Contractor:
Name of Project:
Location of Project:
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:
Name:
Brief description of the Project completed or the Project in progress:
Was the Project performed as a prime, a subcontractor or a sub-subcontractor:
Amount of Contract, Subcontract or Sub-subcontract:
Start Date and Completion Date:

Name of Contractor:
Name of Project:
Location of Project:
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:
Name:Phone Number:
Brief description of the Project completed or the Project in progress:
Was the Project performed as a prime, a subcontractor or a sub-subcontractor:
Amount of Contract, Subcontract or Sub-subcontract:
Start Date and Completion Date:

(NO TEXT ON THIS PAGE)

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWXS311V1 PIN: 8502014HW0010C

Description and Location of Work:

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF THE BRONX CITY OF NEW YORK

Documents Available A	: 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 27, 2014
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
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 i less than \$1,000,000. (1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR (2) Certified Check in an amount not less than 5% of the TOTAL BID PRICE set forth on the Bid Form.
Performance and Paym Performance Security a Price.	ent Security: Required for contracts in the amount of \$1,000,000 or more. and Payment Security shall each be in an amount equal to 100% of the Contract
Agency Contact Person	Lorraine Holley Phone: 718-391-2601 FAX: 718-391-2615

(NO TEXT ON THIS PAGE)

BID SCHEDULE

NOTICE TO BIDDERS

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

Item 207.26 listed in this Bid Schedule shall comply with the requirements of the Section 207 of the New York State Department of Transportation (NYSDOT) Standard Highway Specifications of May 1, 2008, as currently amended.

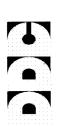
However in the Specifications for the item referred to in the above paragraph, all references to the "Department", "Materials Bureau", "Regional Engineer", etc., shall be deemed to mean the "Engineer". Where any reference is made on the plans or specifications to the "State" or any of its officials, the Contractor shall substitute the City of New York, Department of Design and Construction, or any of its appropriate officials. The NYSDOT Specifications described above neither imply the State's involvement in any testing and approval of materials, nor in the supervision of construction.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 50.41M6C12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications dated August 1, 2009, as amended by Addendum No. 3, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-22.03.18) are Street Lighting Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

(NO TEXT ON THIS PAGE)

02/12/2014 9:28AM Ver 5:00.01



Contract PIN 8502014HW0010C Project ID HWXS311V1

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

BID SCHEDULE

- which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect An unbalanced bid is considered to be one containing lump sum or unit items The Agency may reject a bid if it contains unbalanced bid prices. costs, anticipated for the performance of the items in question. (1) NOTE:
- The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances. and they cover the cost of all work, labor, material, tools, plant and 3
- PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder. (3)
- The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4. (4)
- before bidding, must advise the Commissioner, in writing, if any Prospective bidders must examine the Bid Schedule carefully and, pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 29 (2)

02/12/2014 BID PAGES 9:28AM

Contract PIN

8502014HW0010C HWXS311V1 Project ID

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

COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS CTS		s,	v.	v _r	40-
COL. 4 UNIT PRICES (IN FIGURES)	CTS					, <u> </u>
COL. UNIT PI	DOLLARS		v.	4	w	w.
COL. 3 CLASSIFICATIONS	Va.	PREFABRICATED COMPOSITE STRUCTURAL DRAIN		ASPHALTIC CONCRETE MIXTURE	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, CLASS B-32	CONCRETE IN STRUCTURES, CLASS A-40
COL. 2 ENGINEER'S ESTIMATE OF		169.0 S.Y.		6.0 TONS	2.0 C.Y.	238.0 C.Y.
COL. 1 ITEM NUMBER (SEQUENCE NO.)		207.26 (001)		4.02 CB (002)	4.04 B (003)	4.06

02/12/2014 9:28AM BID PAGES

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

Contract PIN Project ID

8502014HW0010C HWXS311V1

/ISION OF INFRASTRUCTURE - BUREAU OF DESIGN	
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ឆ្ន	CTS				
COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	•	v.	v.	v
	CTS		1		
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	v.	40-	vs.	W
COL. 3 CLASSIFICATIONS		STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	EARTH EXCAVATION FOR STRUCTURES	ADDITIONAL INCREMENTAL COST TO EXCAVATE ROCK AT DEPTHS GREATER THAN FIVE (5) FEET IN TRENCHES AND FOR STRUCTURES
COL. 2 ENGINEER'S ESTIMATE OF	OUANTITIES	60.0 L.F.	399.0 C.Y.	228.0 C.Y.	114.0 C.Y.
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	4.09 AE (005)	4.11 AA (006)	4.11 AS (007)	4.11 BAA (008)

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SER ENGINEER'S ESTIMATE OF OUANTITIES NO.) 96.0 FILL, PLACE C.Y. 1,110.0 4" CONCRETE S.F. 1,635.0 4" CONCRETE S.F.		CLASSIFICATIONS UNIT PRICES EXTENDED AMOUNTS (IN FIGURES) (IN FIGURES)	DOLLARS CTS DOLLARS CTS	TT			PLACE MEASUREMENT		40-	SIDEWALK (UNPIGMENTED)		<i>u</i> ,	(PIGMENTED)		10-10-10-10-10-10-10-10-10-10-10-10-10-1	
ENGINEE ESTIMATIONANTI	24	R OF	188		C.Y.	·		C.Y.		4 " CONCRETE	٠ ١		4" CONCRETE	E4 CO	-	-
		·								1,1			1,6	v -		

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COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		w				w				, , , , , , , , , , , , , , , , , , ,		4	n	
		crs		ļ	·			,								
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS		₩.				w.				vs-		4	n n	
<u>cor. 3</u>	CLASSIFICATIONS		STAMPED PIGMENTED CONCRETE PAVING, 6" THICK			EPOXY COATED STEEL REINFORCEMENT BARS				STRUCTURAL SOIL FOUNDATION MATERIAL			TREES PLANTED, 3-1/2" TO 4" CALIPER, ALL	OT W C NT /SELIT		
COL. 2	ENGINEER'S ESTIMATE OF	OUANTITIES	3,862.0	e.		13,656.0	LBS.	-		28.0	C.Y.		5.0	EACH		
COL. 1	ITEM NUMBER	(SEQUENCE NO.)	4.13 SP06	(013)		4.14 E	(014)			4.15 88	(015)		4.16 DA510	(016)		

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Project ID HWXS311V1	COL. 4 UNIT PRICES EXTENDED AMOUNTS (IN FIGURES)	DOLLARS CTS DOLLARS CTS	V	10	<i>v</i> ,
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN	COL. 3 CLASSIFICATIONS	CONSTRUCTION REPORT	12" D.I.P. CLASS 56 STORM SEWER, ON CONCRETE CRADLE	16" D.I.P. CLASS 56 STORM SEWER, ON CONCRETE CRADLE	12" D.I.P. CLASS 56 STORM SEWER IN 30" STEEL SLEEVE
NEV DIV	COL. 2 ENGINEER'S ESTIMATE OF OUNNITIES	1.0 L.S.	28.0 L.F.	24.0 L.F.	62.0 L.F.
9:28AM BID PAGES	COL. 1 ITEM NUMBER (SEQUENCE NO.)	5.37 (017)	50.41M6C12 (018)	50.41M6C16 (019)	50.43M61230 (020)

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COL. 1	COL. 2	COL. 3	COL. 4		COL. 5	
ITEM NUMBER	ENGINEER'S ESTIMATE OF	CLASSIFICATIONS	UNIT PRICES (IN FIGURES)		EXTENDED AMOUNTS (IN FIGURES)	ន្ទ
			DOLLARS	CTS	DOLLARS	CTS
6.06 AB (025)	12.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)				
			w		vr	
6.18 X	50.0	PICKET FENCE REMOVED				
(026)	i H					
			· ·		w	
6.18 XPR	258.0	POST RAILING REMOVED				
(027)	. F.				v	
						ļ
6.20 (028)	43.0 C.Y.	BROKEN STONE BALLAST				
		Unit price bid shall not be less than: \$ 51.00	4		\$	

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS CTS		•		
	CTS	w.	v.	v,	es l
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	w	v.	Ş	***
.*.					
COL. 3 CLASSIFICATIONS		ADDITIONAL HARDWARE	TEMPORARY SIGNS	DEMOLITION OF STRUCTURES	REMOVAL OF EXISTING WALL
COL. 2 ENGINEER'S ESTIMATE OF	OUANTITIES	3,905.0 LBS.	235.0 S.F.	1.0 L.S.	91.0 C.Y.
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	6.22 F (029)	6.25 RS (030)	6.27 (031)	6.27 WCY (032)

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COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS			·			·			•			
	, -	CTS									1			
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS			w			\$			· ·			
COL. 3	CLASSIFICATIONS		LIGHTED TYPE III BREAKAWAY BARRICADES				MANHATTAN PROJECTS		TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH				FENCE	
COL. 2	ENGINEER'S ESTIMATE OF OUANTITIES		10.0	L.F.		480.0	L.F.		500.0	L.F.		0.07	L.F.	
COL. 1	ITEM NUMBER (SEQUENCE NO.)		6.28 BA	(033)		6.28 ME	(034)		6.34 ACT	(035)		6.34 X	(036)	

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

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS CTS		•		
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS CTS	v,	V 2	v	vs
CLASSIFICATIONS		ENGINEER'S FIELD OFFICE (TYPE B)	CLEANING OF DRAINAGE STRUCTURES	CROSSING GUARD	SAWCUTTING EXISTING PAVEMENT
COL. 2 ENGINEER'S ESTIMATE OF	QUANTITIES	21.0 MONTH	4.0 EACH	300.0 P/HR	57.0 L.F.
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	6.40 B (037)	6.50	6.52 CG (039)	6.55 (040)

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COL. 5	(IN FIGURES)	w		· · · · · · · · · · · · · · · · · · ·	w.		v-
COL. 4	(IN FIGURES)	vs.		·	w		v
COL. 3 CLASSIFICATIONS		TEMPORARY CONCRETE BARRIER WITH FENCE	WALL IDENTIFICATION NUMBER (WIN) PLATE		4" DUCTILE IRON PIPE CONNECTION	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	
COL. 2 ENGINEER'S	ESTIMATE OF OUANTITIES	330.0 L.F.	3.0 EACH		98.0 L.F.	32.0 8.F.	
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	6.59 PF (041)	6.64 WIN (042)		6.79 AG (043)	6.83 AA (044)	

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COL. 1	COL. 2	COL. 3	COL. 4		COL. 5	
ITEM NUMBER	ENGINEER'S ESTIMATE OF	CLASSIFICATIONS	UNIT PRICES (IN FIGURES)		EXTENDED AMOUNTS (IN FIGURES)	Ω.
(SEQUENCE NO.)	OUANTITIES		DOLLARS	CTS	DOLLARS	CTS
6.83 AB	16.0	FURNISHING NEW TRAFFIC SIGN POSTS				
(045)	L.F.					
			v		v _r	1
6.83 BA	32.0	INSTALLING TRAFFIC SIGNS				
(046)	EH.					
			w		w	
6.83 BB	16.0	INSTALLING TRAFFIC SIGN POSTS				
(047)	L.F.					
			w		v	
6.87	30.0	PLASTIC BARRELS				
(048)	EACH					-
	-		w.		· ·	

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COL. 1	COL. 2	<u>cor. 3</u>	COL. 4		COL. 5	
ITEM NUMBER (SECUTENCE NO.)	ENGINEER'S ESTIMATE OF	CLASSIFICATIONS	UNIT PRICES (IN FIGURES)		EXTENDED AMOUNTS (IN FIGURES)	ធ
			DOLLARS	CTS	DOLLARS	CTS
6.91	57.0	REFLECTIVE CRACKING MEMBRANE (18" WIDE)		+		
(049)	L.F.	•				
			w	- v v-		
7.13 в	15.0	MAINTENANCE OF SITE		-		
(020)	MONTH					
		Unit price bid shall not be less than: \$ 4,000.00	· ·	<i>₹</i> ₽,	·	
7.15 A	102.0	TEMPORARY WOODEN STAIRS		+		
(051)	L.T.					
			·	- w- 		
7.50 BT	12.0	BIKE TRACK		-		
(052)	т. Н	₹.				
		•	· v	- &s' 		1
				\dashv		ŀ

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		W	W	v _r
	CTS				
COL. 4 UNIT PRICES (IN FIGURES)		40-	Wr.		€
CLASSIFICATIONS		STEEL BENCH BACKED	STAINLESS STEEL STAIR HANDRAIL	STAINLESS STEEL GUARD RAILING	STAINLESS STEEL RAILING
COL. 2 ENGINEER'S ESTIMATE OF	QUANTITIES	4.0 EACH	256.0 L.F.	221.0 L.F.	184.0 L.F.
COL. 1 ITEM NUMBER	(SEQUENCE NO.)	7.50 ST (053)	7.55 883 (054)	7.55 888 (055)	7.55 SSR (056)

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COL. 1	COL. 2	COI: 3	4 .100		COI. 5	
ITEM NUMBER	1 26 -	1 27	UNIT PRICES			۲ 8
(SEQUENCE NO.)	OUANTITIES		DOLLARS	CTS	DOLLARS	CTS
7.88 AA	1.0	RODENT INFESTATION SURVEY AND MONITORING				
(057)	L.S.					
		Unit price bid shall not be less than: \$ 2,071.00	.		·	
7.88 AB	180.0	RODENT BAIT STATIONS				
(058)	EACH					
		Unit price bid shall not be less than: \$ 60.00	w	ļ	· ·	
7.88 AC	180.0	BAITING OF RODENT BAIT STATIONS				
(059)	EACH		·		ų.	
		Unit price bid shall not be less than: \$8.50				
7.88 AD	10.0	WATERBUG BAIT APPLICATIONS				ĺ
(090)	BLOCK					
		Unit price bid shall not be less than: \$ 59.00	I		· ·	

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CIS EXTENDED AMOUNTS (IN FIGURES) COL. 5 DOLLARS w, CIS UNIT PRICES (IN FIGURES) COL. 4 DOLLARS THREE PLY MEMBRANE WATERPROOFING EXISTING STONE WALL RESTORATION CLASSIFICATIONS REPOINTING EXISTING MASONRY ANTI-GRAFFITI COATING 319.0 228.0 13.0 S.F. S.F. C.F. 1,122.0 S.F. ENGINEER'S ESTIMATE OF OUANTITIES COL. 2 (SEQUENCE NO.) ITEM NUMBER COL. 1 8.26 RCF 8.26 RP 7.96 A 8.22 D (064) (061)(062) (063)

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

ESTIMATE OF ODMAITTIES 1.F. F. L.F. 1.0 RESET STONE STAIR TREADS 1.0 COPING RESTORATION 1.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 45.0 UNDERDRAIN FILTER, TYPE I	COL. 1	COL. 2	COL. 3	COL. 4	0	COL. 5	
RS L.F. C C L.F. L.F. MPR 1.0 RESET STONE STAIR TREADS S L.F. L.F. HYPR 1.0 RETAINING WALL FLAG REPAIRS FRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 S C. Y. C. Y.	ITEM NUMBER (SEQUENCE NO.)	ENGINEER'S ESTIMATE OF OUANTITIES	CLASSIFICATIONS	UNIT PRICES (IN FIGURES)	EXTE I)	EXTENDED AMOUNTS (IN FIGURES)	EO.
LI.F. C 50.0 COPING RESTORATION LI.P. II.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ C.Y.				DOLLARS		DOLLARS	CIS
C 50.0 COPING RESTORATION L.F. 1.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ 45.0 UNDERDRAIN FILTER, TYPE I C.Y.	8.26 RS	57.0	RESET STONE				
C 50.0 COPING RESTORATION L.F. 1.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ 45.0 UNDERDRAIN FILTER, TYPE I C.Y.	(065)	L.F.					
D.F. I.F. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ C.Y. C.Y.				W.	₩	•	
MFR 1.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$							
WFR 1.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ 45.0 UNDERDRAIN FILTER, TYPE I C.Y.	8.51 C	50.0	_				
WFR 1.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ 45.0 UNDERDRAIN FILTER, TYPE I C.Y.	(990)	L.F.					
WFR 1.0 RETAINING WALL FLAG REPAIRS F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 45.0 UNDERDRAIN FILTER, TYPE I C.Y.				W.	w		1
F.S. PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 45.0 UNDERDRAIN FILTER, TYPE I C.Y.							
PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 \$ 45.0 UNDERDRAIN FILTER, TYPE I C.Y.	8.53 WFR	1.0	RETAINING				1
45.0 UNDERDRAIN FILTER, TYPE I C.Y.	(067)	<u>μ</u>					
45.0 UNDERDRAIN FILTER, TYPE I			PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00	\$ 20,000.00	w	20,000.00	0
45.0 UNDERDRAIN FILTER, TYPE I C.Y.						-	
C.Y.	60.6	45.0	FILTER, TYPE				ı
V.	(068)	G.Y.					
				•	₹¢-		1
				-			

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<u>cor. 5</u>	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS			,		-			· ·			·	
	S (c	CTS		-						9				
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS			s			ঞ		v.			₩	
COL. 3	CLASSIFICATIONS		6" PERFORATED P.V.C. UNDERDRAIN PIPE			STORM WATER POLLUTION PREVENTION			SURVEY MONITORING AND VISUAL INSPECTION OF		VIBRATION MONITORING OF EXISTING BUILDINGS			
COL. 2	ENGINEER'S ESTIMATE OF	OUANTITES	108.0	L.F.		1.0	r.s.		25.0	VISIT	 1.0	Ľ.S.		
COL. 1	ITEM NUMBER	(SEQUENCE NO.)	9.13	(690)		9.30	(040)		9.71 WAV	(071)	9.71 WBB	(072)		

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COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	
ITEM NUMBER (SEQUENCE NO.)	ENGINEER'S ESTIMATE OF	CLASSIFICATIONS	UNIT PRICES (IN PIGURES)	EXTENDED AMOUNTS (IN FIGURES)	UNTS S)
			DOLLARS	DOLLARS	CTS
9.95 GBC	185.0	GRANITE BIKE CHANNEL			
(073)	L.F.				
			W	w	-
9.95 GBV	0 177	HENDER BOXO BETWEEN			
) 				
(0,4)	다 다				
				A.	
9.95 GC	365.0	GRANITE COPING			
(075)	L.F.				
			W	v.	
9.95 GLP	4.0	GRANITE LIGHT POLE BASE			
(076)	EACH				
			w	W	

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COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		v		v			•				
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS CTS		v.		u			v.			·	
<u>.</u> .			31					-					
COL. 3	CLASSIFICATIONS		GRANITE SLAB PAVING		GRANITE STAIR TREADS			GRANITE VENEER			SANDBLASTED LETTERS		
COL. 2	ENGINEER'S ESTIMATE OF	COANTILES	828.0 S.F.		791.0	니		794.0	Ω H.		55.0	EACH	
COL. 1	ITEM NUMBER	(SECOENCE NO.)	9.95 GSP (077)		9.95 GST	(078)		9.95 GV	(079)		9.95 SL	(080)	

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2 COL. 5 EXTENDED AMOUNTS	(IN FIGURES)	CTS DOLLARS CTS			· ·		·		ur.		en	
COL. 4 UNIT PRICES	(IN FIGURES)	DOLLARS		W2 (%)	W-		v.		vs-		so.	
COL. 3 CLASSIFICATIONS			FLASHING ARROW BOARD			FURNISH AND INSTALL FOUNDATION FOR TYPE "B" OR "B12" POST WITH INTERNAL FLANGE, AS PER DRAWING E-3884		ROTOR FOUNDATION. FURNISH AND INSTALL RIGID CONDUIT BEND, SIZE AS ORDERED.			FOUNDALION	
COL. 2 ENGINEER'S	ESTIMATE OF OUANTITIES		1.0	EACH		8.0 EACH		1.0	EACH	4.0	EACH	
COL. 1 ITEM NUMBER	(SEQUENCE NO.)		66.6	(081)		SL-20.01.01 (082)		SL-20.07.02	(083)	SL-20.08.01	(084)	

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

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	COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		·		· ·		47-		w w
Ţ			CTS								
	COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS		v.		v		W.		v.
	COL. 3	CLASSIFICATIONS		REMOVE FOUNDATION OTHER THAN STANDARD TYPE.		FURNISH AND INSTALL TYPE "B12" LAMPPOST WITH INTERNAL FLANGE		REMOVE PARK TYPE LAMPPOST ON FOUNDATION, WITH ALL ATTACHMENTS, IF ANY.		FURNISH AND INSTALL 75 WATT LED "RIVERSIDE PARK" TYPE LUMINAIRE	
	COL. 2	ENGINEER'S ESTIMATE OF	OUANTITIES	2.0	EACH	8.0 HO4H		6.0 EACH		8.0 RACH	
	COL. 1	ITEM NUMBER	(SEQUENCE NO.)	SL-20.08.02	(085)	SL-21.01.08		SL-21.09.01 (087)		SL-22.15.03	

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS		w.		W-				·
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS		·		· ·		v.		w.
CLASSIFICATIONS		FURNISH AND INSTALL ALUMINUM TAG ON A LAMPPOST, AS PER DRAWING D-2861		FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP, AS PER DRAWING H-5019		FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING, AS PER DRAWING J-5226		FURNISH AND INSTALL 120 VOLT SINGLE PHASE FAULT INDICATOR IN BOX OR MANHOLE	
COL. 2 ENGINEER'S ESTIMATE OF OUANTITIES		8.0 EACH		2.0 EACH		6.0 EACH		1.0 EACH	
COL. 1 ITEM NUMBER (SEQUENCE NO.)		SL-27.01.01 (089)		SL-28.01.01 (090)		SL-29.01.03 (091)		SL-30.01.01 (092)	

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

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COL. 5	EXIENDED AMOUNIS (IN FIGURES)	DOLLARS	·	· .	40-	v.
)	CTS		ļ		
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS	v.	v _r	s	Ur.
<u>cor. 3</u>	CLASSIFICATIONS		FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA
COL. 2	ENGINEER'S ESTIMATE OF	OUANTITIES	520.0 L.F.	260.0 L.F.	35.0 L.F.	200.0 L.F.
COL. 1	ITEM NUMBER	(SEQUENCE NO.)	SL-33.01.02 (093)	SL-33.03.01 (094)	SL-35.01.04 (095)	SL-35.05.04 (096)

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COL. 5 EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	v.	40.
	CTS		
COL. 4 UNIT PRICES (IN FIGURES)	DOLLARS	W.	v.
. •)VER 19A.	VER 9B.
COL. 3 CLASSIFICATIONS		FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179B.
COL. 2 ENGINEER'S ESTIMATE OF OUANTITIES		6.0 EACH	1.0 EACH
COL. 1 ITEM NUMBER (SEQUENCE NO.)		SL-37.05.04 (097)	SL-37.05.09 (098)



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

Contract PIN

Project ID

8502014HW0010C HWXS311V1

5	S E	CTS	
 COL. 5	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	
	m 🙃	CTS	
COL. 4	UNIT PRICES (IN FIGURES)	DOLLARS	
. E *10D	CLASSIFICATIONS		
COL. 2	ENGINEER'S ESTIMATE OF	OUANTITIES	
COL. 1	ITEM NUMBER	(SEQUENCE NO.)	

¥3-	sa-
MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	TOTAL BID PRICE:
1.0 LUMP SUM	
6.39 A	

SUB-TOTAL:

THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN THE BID PRICE IN
THE BIDDER SHALL INSERT THE TOTAL BITHE BID FORM ON PAGE C-4 OF THIS BI
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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: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

Name of Bidder:			
Date of Bid Opening:			
Bidder is: (Check one, whichever applies)	Individual ()	Partnership ()	Corporation ()
Place of Business of Bidder:			2
Bidder's Telephone Number:	Fa	x Number:	
Bidder's E-Mail Address:			
Residence of Bidder (If Individual):			
If Bidder is a Partnership, fill in the following Names of Partners	Resi	dence of Partners	
If Bidder is a Corporation, fill in the follow Organized under the laws of the State of	ing blanks:		
Name and Home Address of President:			
Name and Home Address of Secretary:			
Name and Home Address of Treasurer:			

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

6. Compliance Report

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

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

- 7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.
- 8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.
- 9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule:

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID. HWXS311V1

<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)

,		
)	 	

BIDDER'S SIGNATURE AND AFFIDAVIT

Attest:	Secretary of Corporate Bidder
	(Signature of Partner or corporate officer)
By:	
Bidder:	

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF ss:	
I am the person described in and who executed the foregoing bid, and the several matters therein stated are respects true.	says: e in all
Subscribed and sworn to before me this day of,	<u>d)</u>
Notary Public	
AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP	
STATE OF NEW YORK, COUNTY OF ss: being duly sworm s	savs.
I am a member of the firm described in and which executed the bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated a respects true.	e foregoing
Subscribed and sworn to before me this day of,	
Notary Public	
AFFIDAVIT WHERE BIDDER IS A CORPORATION	
STATE OF NEW YORK, COUNTY OF ss: being duly sworn s	savs:
I am the of the above named corporation whose name is subscribed to an executed the foregoing bid. I reside at I have knowledge of the several matters therein stated, and they are in all respects true.	nd which
Subscribed and sworn to before me this day of,	
Notary Public	

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except:				
(If none, th	e bidder shall insert the word "None" in the space	e provided above.)		
Full Name	of Bidder:			
City	State	Zip Code		
CHECK O	NE BOX AND INCLUDE APPROPRIATE NUM	MBER:		
<u>/_</u> / A-	Individual or Sole Proprietorship* SOCIAL SECURITY NUMBER			
	· · · · · · · · · · · · · · · · · · ·			
B -	Partnership, Joint Venture or other unincorp EMPLOYER IDENTIFICATION NUMBE			
/	Corporation EMPLOYER IDENTIFICATION NUMBE	R		
By:				
	Signature			
Title:		· ·		

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we,					
hereinafter referred to as the "Principal", and					
hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of					
(\$), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.					
Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for					
NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:					
(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and					
(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and					
(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.					

BID BOND 2

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of the time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and such of them as are corporations have car presents to be signed by their proper officers the	used their corporate seals to	be hereto affixed and these
(Seal)	Principal	(L.S.)
	Ву:	
(Seal)	Surety	
	Ву:	

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of	County of	ss:
On this	day of,	ss: ,, before me personally came own, who, being by me duly sworn, did depose and say
	to me kno	own, who, being by me duly sworn, did depose and say
that he resides at	f	
that he is the	ot	0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
corporation; that	described in and which executed the tone of the seals affixed to said instant corporation, and that he signed	ne foregoing instrument; that he knows the seal of said strument is such seal; that it was so affixed by order of d his name thereto by like order.
		Notary Public
	ACKNOWLEDGMENT OF P	PRINCIPAL, IF A PARTNERSHIP
State of	County of	88.
On this	day of	ss: ,, before me personally appeared
	to me kn	own and known to me to be one of the members of the
firm of		described in and who executed the foregoing ecuted the same as and for the act and deed of said
instrument, and firm.	he acknowledged to me that he exc	ecuted the same as and for the act and deed of said
		Notary Public
an a	ACKNOWLEDGMENT OF I	PRINCIPAL, IF AN INDIVIDUAL
State of	County of	ss:
On this	day of to me ki	ss: ,, before me personally appeared nown and known to me to be the person described in
and who execut	ed the foregoing instrument and ac	knowledged that he executed the same.
	• .	Notary Public
	AFFIX ACKNOWLEDGMENTS	AND JUSTIFICATION OF SURETIES

(NO TEXT ON THIS PAGE)

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

<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: MWBE 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") promalgated 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.

<u>Part a</u>

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

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

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

- 2. If Participation Goals have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the Participation Goals, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.
- 3. If Participation Goals have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant Participation Goal, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

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

- 4. A. If Participation Goals have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE Participation Goals, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.
- (ii) Participation Goals on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If Participation Goals have been established on a Task Order, a contractor shall be required to submit a Schedule B M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the Participation Goals as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO

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

- 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 ceek 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@dc.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;

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- (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 Yask 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;
- 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 neeting 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.
- 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.

	APT E-
Tax ID #:	PIN #:

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

Part I to be completed by contracting agency

Contract Overview		<u> </u>		
APT E- Pin #	85014B0051	FMS Project ID#: HWXS311V1		
Project Title/ Agency PIN #	RECONSTRUCTION OF CLIFF	ORD PLACE STEP STREET/ 8502014HW0010C		
Bid/Proposal Response Date	MARCH 27, 2014			
Contracting Agency	Department of Design and Cons	truction		
Agency Address	30-30 Thomson Ave. City	Long Island City State NY Zip Code 11101		
Contact Person	Jessica Lavides	Title MWBE Liaison & Compliance Analyst		
Telephone #	(718) 391-1065	Email LavidesJe@ddc.nyc.gov		

Project Description (attach additional pages if necessary)

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage		
<u>Unspecified</u>	EXEMPT	-	
or			
Black American	UNSPECIFIED		
Hispanic American	UNSPECIFIED		
Asian American	UNSPECIFIED		
Women	UNSPECIFIED		
Total Participation Goals		Line 1	

85014B0051

Tax ID #:	•	APT E- PIN #:	
SCHEDULE B - Part II: M/WBE Partic	ipation Plan		
Part II to be completed by the bidder/pro Please note: For Non-M/WBE Prime C entire contract, you must obtain a FULL submitting it to the contracting agency granted, it must be included with your b bid or proposal.	poser. ontractors who will No. waiver by completing pursuant to the Notice id or proposal and you	the Waiver Application on parts to Prospective Contractors	pages 17 and 18 and timely
Section I: Prime Contractor Contact Infor	mation		
Tax ID #		FMS Vendor ID #	
Business Name	·	Contact Person	·
Address			
Telephone #	Email		
			The State of Mary Section 1982.
Section II: M/WBE Utilization Goal Calcul PRIME CONTRACTOR ADOPTING AG			ection.
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated M/WBE Participation Amount
Participation Goals. Calculate the total dollar value of your total			
bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.			

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

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

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.

Line 2

Tax ID #:	APT E- PIN #:
Tax ID #.	THV#-
review the Notice to Prospectiv	Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please ve Contractors for more information on how to obtain credit for M/WBE e box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:
contract the value of which is at le	ctor that will self-perform and/or subcontract to other M/WBE firms a portion of the east the amount located on Lines 2 or 3 above, as applicable. The value of any 3E firms will not be credited towards fulfillment of M/WBE Participation Goals. me Contractor:
As a Qualified Joint Venture vand/or the value of any work subcabove, as applicable. The value fulfillment of M/WBE Participation	
As a non M/WBE Prime Cont least the amount located on Lines	tractor that will enter into subcontracts with M/WBE firms the value of which is at s 2 or 3 above, as applicable.
Section IV: General Contract Info	ormation
	ge of the total contract dollar value that you expect to award in subcontracts for status? %
	Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary. 1.
	2. 3. 4. 5.
	6. 7. 8.
✓ Scopes of Subcontract Work	9. 10. 11. 12.
	12. 13. 14. 15. 15.
	16. 17.

Tax ID #:	APT E- PIN #:
pertinent provisions of Section 6-129 of the 129"), and the rules promulgated thereum 2) affirm that the information supplied in 3) agree, if awarded this Contract, to conthe pertinent provisions of Section 6-129, deemed to be material terms of this Cont 4) agree and affirm that it is a material term value of the M/WBE Participation Goals to such goals are modified by the Agency 5) agree and affirm, if awarded this Contraction Goals, or If a partial	M/WBE participation requirements as set forth herein and the he Administrative Code of the City of New York ("Section 6-ider; support of this M/WBE Utilization Plan is true and correct; apply with the M/WBE participation requirements of this Contract, and the rules promulgated thereunder, all of which shall be ract; rm of this Contract that the Vendor will award the total dollar o certified MBEs and/or WBEs, unless a full waiver is obtained
Signature	Date
Print Name	Title

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

Tax ID #	FMS	S Vendor ID #
Business Name		
Contact Name	Telephone #	Email
Type of Procurement	☐ Competitive Sealed Bids ☐ Other	Bid/Response Due Date
APT E-PIN # (for this procurement):		Contracting Agency:
M/WBE Participation	on Goals as described in bid/solicitation d	ocuments
	Agency M/WBE Participation Goal	
uppinasias	cipation Goal as anticipated by vendor seek	ing walver
Basis for Waiver Req	or services and/or credited to an M/WBE Pri uest: Check appropriate box & explain in o	I faith by the bidder/proposer to be subcontracted me Contractor or Qualified Joint Venture. Setail below (attach additional pages if needed) and good faith intention to perform all such work
vendor does not su tself with its own empl		ing good faith intention to perform an such work
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List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary. (Complete ONLY if vendor has performed fewer than 3 New York City contracts.) **TYPE OF Contract** DATE COMPLETED Manager at entity that hired vendor (Name/Phone No./Email) **Total Contract Total Amount** Amount \$ Subcontracted \$ Type of Work **Subcontracted TYPE OF Contract** AGENCY/ENTITY DATE COMPLETED Manager at agency/entity that hired vendor (Name/Phone No./Email) **Total Contract Total Amount** Amount \$ Subcontracted \$ Item of Work Item of Work Subcontracted Item of Work Subcontracted and and Value of Subcontracted and Value of subcontract subcontract Value of subcontract **TYPE OF Contract** AGENCY/ENTITY **DATE COMPLETED** Manager at entity that hired vendor (Name/Phone No./Email) **Total Contract Total Amount** Amount \$ Subcontracted \$ Item of Work Item of Work Subcontracted Item of Work Subcontracted and and Value of Subcontracted and Value of subcontract subcontract Value of subcontract VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith. Signature: Date: Print Name: Title: Shaded area below is for agency completion only AGENCY CHIEF CONTRACTING OFFICER APPROVAL Signature: CITY CHIEF PROCUREMENT OFFICER APPROVAL Signature: Waiver Determination Full Waiver Approved: 🛄 Waiver Denied: 🗍 Partial Waiver Approved: Revised Participation Goal:

APPRENTICESHIP PROGRAM REQUIREMENTS

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

1 .			
V	YES	NO	J

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE

		JECT ID:		
The bidder	must submit a complete	ed and signed Apprenti	ceship Program Question	nnaire.
er Vers	Name of Bidder:			
1. Does [Note	the bidder have an Ape: Participation may be	prenticeship Program a by either direct sponso	ppropriate for the type a	nd scope of work to be performed we bargaining agreement(s).]
		YES	NO	
2. Has	the bidder's Apprentimissioner of Labor?	ceship Program been	registered with, and ap	proved by, the New York State
		YES	NO	
3. Has oppos	the bidder's Apprentic	ceship Program had the	hree years of successfu	d experience in providing caree
		YES	NO	
pages if nece	he Apprenticeship Prog	gram has had in provid	ing career opportunities.	provide information regarding the The bidder may attach additions
			· .	
			· · · · · · · · · · · · · · · · · · ·	
Bidder:				
Ву:			Title:	
Date:	(Signature of Part	ner or Corporate Office	r)	
CITY OF NEV	V YORK NT OF DESIGN AND	CONSTRUCTION	20	BID BOOKLET DECEMBER 2013

DECEMBER 2013

Project ID.

SAFETY QUESTIONNAIRE

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

1. Bidder Information:		
Company Name:		
DDC Project Number:		
Company Size: Ten (10)	employees or less	· ·
Greater the	han ten (10) employees	
Company has previously worked f	for DDC	
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 Compensation Insurance (NCCI). This ratin worker's compensation insurance. The contribution broker or the NCCI. If the contractor cannot to why.	g is used to determine the co ractor may obtain its EMR b	ontractor's premium for y contacting its insurance

The Contractor contractors with	must indicate its <u>Intra</u> h less than three years	state and <u>Inter</u> state E of experience, the EN	MR for the past MR will be cons	t three years. [Note: For sidered to be 1.00].
YEAR	en e	RASTATE RATE		<u>INTER</u> STATE RATE
			_	
			_	
contractor mu	te and/or Interstate E st attach, to this quest e action was taken to	tionnaire, a written	explanation fo	s is greater than 1.00, the r the rating and identify hat rating.
4. OSHA Info	rmation:			
.	Contractor has receive Department of Buildin	ed a willful violation ngs (NYCDOB) with	issued by OSH in the last three	A or New York City years.
	Contractor has had an fatality, or hospitalizat	incident requiring O tion of three or more	SHA notification employees).	on within 8 hours (i.e.,
employees, on a	esses". This form is co	ete and maintain on f	ile the form ent	ers with ten or more itled "Log of Work-related 00 Log (OSHA 200 Log
The OSHA 300 employees.	Log must be submitted	I for the last three ye	ars for contracto	ors with more than ten
The Contractor payroll records	must indicate the total for the past three years.	number of hours wor	ked by its empl	oyees, as reflected in
three years. The given year, the toon the OSHA 30	e Incident Rate is calcu otal number of inciden	lated in accordance versits is the total number	with the formula of non-fatal in	acident Rate) for the past a set forth below. For each juries and illnesses reported be employees working forty
Incident Rate =		Total Num Total Number of H	ber of Incidents ours Worked by	
			·	• •

Project ID.

		Project ID.	· · · · · · · · · · · · · · · · · · ·
YEAR	TOTAL NUMBERS OF HOURS WO	ORKED BY INCIL	DENT RATE
			· ·
ncident Ra	actor's Incident Rate for any of the past three ate for the type of construction it performs (list ationnaire, a written explanation for the relative	ed below), the contracto	than the r must attach
General Bui	ilding Construction	8.5	
	Building Construction	7.0	
	tial Building Construction	10.2	
Ieavy Cons	struction, except building	8.7	
lighway an	nd Street Construction	9.7	
	struction, except highways	8.3	
lumbing, F	Heating, HVAC	11.3	
ainting and	d Paper Hanging	6.9	
lectrical W		9.5	
	tonework and Plastering	10.5	
	nd Floor Work	12.2	
	ding, and Sheet Metal	10.3 8.6	
Concrete W		8.6	
	rade Contracting		
5. Safety P	Performance on Previous DDC Project(s) Contractor previously audited by the DDC C	ffice of Site Safety	
	Contractor previously addited by the BBC of	ince of site surely.	
	DDC Project Number(s):		
	Accident on previous DDC Project(s).		
	Fatality or Life-altering Injury on DDC Proje [Examples of a life-altering injury include longitude hearing), or loss of neurological function].	ect(s) within the last three ss of limb, loss of a sense	years. (e.g., sight,
Date:	By:		
	By:(Signature of Owne	r, Partner, Corporate Offic	cer)
	Title:		
		· · · · · · · · · · · · · · · · · · ·	

(NO TEXT ON THIS PAGE)

Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, such information must be submitted by the bidder within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by facsimile or in writing and will specify the types of information must be submitted. The types of information the bidder may be required to submit are described below. In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

- (A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) Copy of License: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) Financial Information: If required, the bidder must submit the financial information described below:
 - 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.
 - 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.

PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER Ą

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

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

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BID BOOKLET DECEMBER 2013

PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER ĸ

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

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

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

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

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

BID BOOKLET DECEMBER 2013 (NO TEXT ON THIS PAGE)

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

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

Contractor:	
Address:	
Telephone Number:	
Name and Title of Signatory:	
Contracting Agency or Owner:	· · · · · · · · · · · · · · · · · · ·
Project Number:	
Proposed Contract Amount:	
Description and Address of Proposed Contract	: <u> </u>
Names of Subcontractors in the amount of 750 state indicating that trades will be subcontracted	0,000 or more on this contract (if not known at this time, so ed):
proposed contract with the above-named owner	ve-named contractor to certify that said contractor's er or city agency is less than \$1,000,000. This affirmation No. 50 (1980) as amended and its implementing regulations
Date	Signature
SUBMITTED HEREWITH MAY RESULT IN	FICATION OF ANY DATA OR INFORMATION THE TERMINATION OF ANY CONTRACT BETWEEN CTOR AND BAR THE BIDDER OR CONTRACTOR FROM

PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

- (A) <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. Name of Bidder: Bidder's Address: __ Bidder's Telephone Number: Bidder's Fax Number: Date of Bid Opening: Project ID: Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies. Submission of Vendex Questionnaires to MOCS: By signing in the space provided below, the **(1)** Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007. Date of Submission: (Signature of Partner or corporate officer) Print Name: Submission of Certification of No Change to DDC: By signing in the space provided below, (2) 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. (Signature of Partner or corporate officer) Print Name:

(NO TEXT ON THIS PAGE)

Certificate of No Change Form



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

1,	, being duly sworn, state that I have read					
Enter Your Name						
and understand all the items contained in the vendor quasidentified on page one of this form and certify that as changed. I further certify that, to the best of my knowled are full, complete, and accurate; and that, to the best of those answers continue to be full, complete, and accurate.	dge, information and belief, those answers my knowledge, information, and belief,					
n 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 in additional inducement to enter into a contract with the s	formation supplied in this certification as ubmitting entity.					
Vendor Questionnaire This section is require This refers to the vendor questionnaire(s) submitted for	ed. the vendor doing business with the City.					
Name of Submitting Entity:						
Vendor's Address:						
Vendor's EIN or TIN: Reque	sting Agency:					
Are you submitting this Certification as a parent? (Plea	se circle one) Yes No					
Signature date on the last full vendor questionnaire sign	ned for the submitting vendor:					
Signature date on change submission for the submitting	g vendor:					



Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Principal	Name		Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1				
2			-	
3				
4				
5				
6				
Check if additional cha	anges were subr	mitted an	d attach a document with t	he date of additional submissions
Certification This shis form must be signed Certified By: Name (Print)	d and notarize	ed. Pleas	se complete this twice.	Copies will not be accepted.
Title				· · · · · · · · · · · · · · · · · · ·
Name of Submitting	Entity			The second secon
Signature			<u> </u>	Date
Notarized By:				
Notary Public		— Co	unty License Issued	License Number
Sworn to before me o				
	Date			

Certificate of No Change Form



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

1,, being duly sworn, state that I have read						
ind understand all the items contained in the vendor questionnaire and any submission of change is 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, hose answers continue to be full, complete, and accurate.						
In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.						
I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.						
Vendor Questionnaire This section is required. This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.						
Name of Submitting Entity:						
Vendor's Address:						
Vendor's EIN or TIN: Requesting Agency:						
Are you submitting this Certification as a parent? (Please circle one) Yes No						
Signature date on the last full vendor questionnaire signed for the submitting vendor:						
Signature date on change submission for the submitting vendor:						

Principal Questionnaire



This section refers to the most recent principal questionnaire submissions.

Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1	· -	
2		
3		
4		
5		
6		
Check if additional changes were su	bmitted and attach a document with th	ne date of additional submissions.
ertification This section is rethis form must be signed and notarize Certified By: Name (Print)	zed. Please complete this twice. (Copies will not be accepted.
wante (i init)		
Title		
Name of Submitting Entity		
Signature		Date
Notarized By:		
Notary Public	County License Issued	License Number
Sworn to before me on:	<u> </u>	
Date		

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

- 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:

[Please Check One]

-	•						
BIDD	ER'S CERTIFICATION						
	By submission of this bid or proposal, each bidder/proposer and each person signing of behalf of any bidder/proposer certifies, and in the case of a joint bid each party theref certifies as to its own organization, under penalty of perjury, that to the best of it knowledge and belief, that each bidder/proposer is not on the list created pursuant the paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.						
	on the list created pursuant to parag	e and the name of the bidder/proposer does not appear graph (b) of subdivision 3 of Section 165-a of the State gned statement setting forth in detail why I cannot so					
Dated	l:, New York, 20						
		SIGNATURE					
		PRINTED NAME					
	to before me this day of, 20	TITLE					
Notary	Public						
Dated	:						

THE CITY OF NEW YORK
DEPARTMENT OF SMALL BUSINESS SERVICES
DIVISION OF LABOR SERVICES
CONTRACT COMPLIANCE UNIT
110 WILLIAMS STREET
NEW YORK, NEW YORK 10038

PHONE:

(212) 513-6323

FAX:

(212) 618-8879

CONSTRUCTION

EMPLOYMENT

REPORT

33

(NO TEXT ON THIS PAGE)

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

Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

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

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information
Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

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

Question 18:

If the company was audited by the OFCCP, also provide the following:

- Identify the reviewing OFCCP office by its name and address
- If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.
- Question 19:

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

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

- Questions 20a j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 20a, 20b, etc.)
- Questions 21a h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).
- Question 22: Inquires into where and how I-9 forms are maintained and stored.
- Questions 23a e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. 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:

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

Question 28:

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

1. Name(s) of	0 4 -11-1-4			,
1 ' '	2. Administrative agency	Nature of the	Current status	If not pending, the
complainant(s)	or court in which action	complaint(s)		complaint's disposition
	was filed			complaint s disposition

Question 29:

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

Question 30:

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

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

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

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

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

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

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

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

SIGNATURE PAGE

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

The City of New York Department of Small Business Services Division of Labor Services Contract Compliance Unit 110 William Street, New York, New York 10038

Phone: (212) 513 - 6323 Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1.	Your contractual relationship in this contract is:	Prime contractor_x_ Subcontractor
1a.	Are M/WBE goals attached to this project? Yes	No
2.	Please check one of the following if your firm would City of New York as a:	like information on how to certify with the
	Minority Owned Business EnterpriseWomen Owned Business EnterpriseDisadvantaged Business Enterprise	Locally Based Business EnterpriseEmerging Business Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE or certified with?	
3.	Please indicate if you would like assistance from SE contracting opportunities: Yes No	S in identifying certified M/WBEs for
4.	Is this project subject to a project labor agreement?	Yes No
5.	Are you a Union contractor? Yes No with	If yes, please list which local(s) you affiliated
6.	Are you a Veteran owned company? Yes No	
PART	I: CONTRACTOR/SUBCONTRACTOR INFORMAT	TION
7.		
	Employer Identification Number or Federal Tax I.D.	Email Address
8.	Company Name	
9.		
	Company Address and Zip Code	
10.	Oli (O Officers	** I _ l NI _ l
	Chief Operating Officer	Telephone Number
11.	Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same")	Telephone Number
12.		
	Name of Prime Contractor and Contact Person (If same as Item #8, write "same")	

13.	Number of employees in your company:	
14.	Contract information:	
	(a) Contracting Agency (City Agency)	(b)Contract Amount
	(c) Procurement Identification Number (PIN)	(d) Contract Registration Number (CT#)
	(e) Projected Commencement Date	(f)Projected Completion Date
	(g) Description and location of proposed contrac	
		·
15.	Has your firm been reviewed by the Division of La and issued a Certificate of Approval? Yes No	abor Services (DLS) within the past 36 months
	If yes, attach a copy of certificate.	
16.	Has DLS within the past month reviewed an Empand issued a Conditional Certificate of Approval?	loyment Report submission for your company Yes No
	If yes, attach a copy of certificate.	• • • • • • • • • • • • • • • • • • •
AAI	OTE: DLS WILL NOT ISSUE A CONTINUED CER TH THIS CONTRACT UNLESS THE REQUIRED (NDITIONAL CERTIFICATES OF APPROVAL HAY	CORRECTIVE ACTIONS IN PRIOR
17.	Has an Employment Report already been submitted Employment Report) for which you have not yet reference. Yes No If yes,	ed for a different contract (not covered by this eceived compliance certificate?
	Date submitted: Agency to which submitted: Name of Agency Person:	
	Name of Agency Person: Contract No: Telephone:	
18.	Has your company in the past 36 months been au Labor, Office of Federal Contract Compliance Pro	idited by the United States Department of
	If yes,	

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	(a) Nam	ne and address of OFCCP office.
		s a Certificate of Equal Employment Compliance issued within the past 36 months? No
	If ye	s, attach a copy of such certificate.
	(c) Wer	e any corrective actions required or agreed to? Yes No
	If ye	s, attach a copy of such requirements or agreements.
	(d) Wer	e any deficiencies found? Yes No
	If ye	es, attach a copy of such findings.
19.	is respo	company or its affiliates a member or members of an employers' trade association which nsible for negotiating collective bargaining agreements (CBA) which affect construction ng? Yes No
	If yes, a	ttach a list of such associations and all applicable CBA's.
PAR	TII: DOC	UMENTS REQUIRED
20.	brochur	following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation ractices. See instructions.
	(a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
	(b)	Disability, life, other insurance coverage/description
	(c)	Employee Policy/Handbook
	(d)	Personnel Policy/Manual
	(e)	Supervisor's Policy/Manual
	(f)	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
	(g)	Collective bargaining agreement(s).
	(h)	Employment Application(s)
	(i)	Employee evaluation policy/form(s).
	(j)	Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

	firm require the completion of an I-9 Form?
	(a) Prior to job offer (b) After a conditional job offer (c) After a job offer Yes No Yes No Yes No Yes No
	(d) Within the first three days on the job Yes No
	(e) To some applicants Yes No Yes No
	(a) To some employees
	(b) To all employees Yes No No
	Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.
	Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes No
	medical examination: Tes No
	If yes, is the medical examination given:
	(a) Prior to a job offer YesNo
	(b) After a conditional job offer Yes No
	(c) After a job offer Yes No
	(d) To all applicants Yes No
1	(d) To all applicants Yes No (e) Only to some applicants Yes No
	() • 1 · · · · · · · · · · · · · · · · · ·
1	(e) Only to some applicants Yes No If yes, list for which applicants below and attach copies of all medical examination or
	(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.
	(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. Do you have a written equal employment opportunity (EEO) policy? Yes No If yes, list the document(s) and page number(s) where these written policies are located.
	(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. Do you have a written equal employment opportunity (EEO) policy? Yes No f yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women
	(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. Do you have a written equal employment opportunity (EEO) policy? Yes No f yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps
	(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. Do you have a written equal employment opportunity (EEO) policy? Yes No f yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women
	(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. Do you have a written equal employment opportunity (EEO) policy? Yes No f yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps
	(e) Only to some applicants YesNo If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations. Do you have a written equal employment opportunity (EEO) policy? YesNo f yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps Other. Please specify Does your firm or collective bargaining agreement(s) have an internal griovance precedure of the second or
	(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. Do you have a written equal employment opportunity (EEO) policy? Yes No f yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps Other. Please specify Does your firm or collective bargaining agreement(s) have an internal grievance procedure with espect to EEO complaints? Yes No

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27.	Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes No
	If yes, attach an internal complaint log. See instructions.
28.	Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes No
	If yes, attach a log. See instructions.
29.	Are there any jobs for which there are physical qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
30.	Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

SIGNATURE PAGE

requirements, as contained in Cha amended, and the implementing R	is true and complete to the that compliance with New You opter 56 of the City Charter, I cules and Regulations, is a co-	hereby certify that best of my knowledge and belief and ork City's equal employment Executive Order No. 50 (1980), as ontractual obligation. I also agree on ords to the Division of Labor Services on
Contractor's Name		
Name of person who prepared this	Employment Report	Title
Name of official authorized to sign	on behalf of the contractor	Title
Telephone Number	<u>-</u> * .	
Signature of authorized official		Date
If contractors are found to be unde 56 Section 3H, the Division of Labo data and to implement an employm	of Services reserves the right	les in any given trade based on Chapter t to request the contractor's workforce
Contractors who fail to comply with noncompliance may be subject to t	the above mentioned requir	ements or are found to be in ent.
Willful or fraudulent falsifications of termination of the contract between contracts for a period of up to five y criminal prosecution.	1 the City and the bidder or c	Ontractor and in disconnected of future
To the extent permitted by law and Charter Chapter 56 of the City Cha and Regulations, all information pro	πer and Executive Order No.	scharge of DLS' responsibilities under 50 (1980) and the implementing Rules shall be confidential.
0	nly original signatures acc	epted.
Sworn to before me this	day of 20	
Notary Public	Authorized Signature	Date

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

Do you plan to subcontractor work on this contract? Yes___ No__

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

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

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

OWNERSHIP CODES

W: White

B: Black H: Hispanic

A: Asian N: Native American F: Female

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FORM B: PROJECTED WORKFORCE

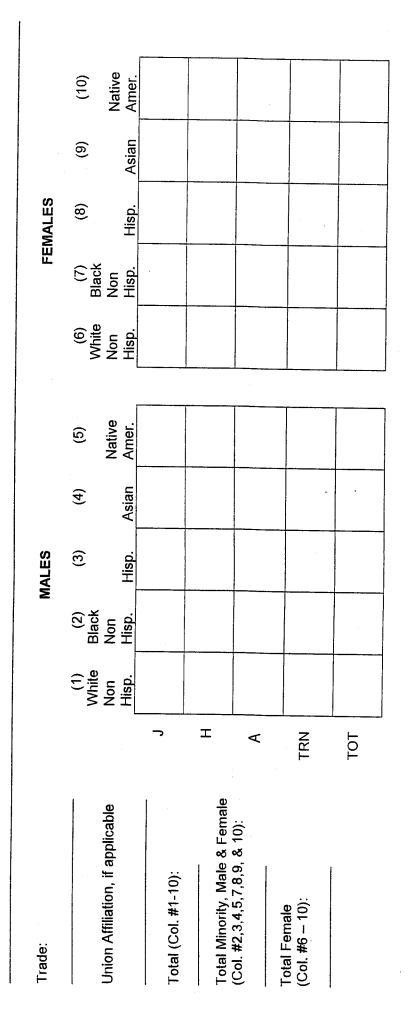
TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (H) Helper

(TOT) Total by Column

(A) Apprentice (TRN) Trainee

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



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

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Trade:			~	MALES				出	FEMALES		
		(1) White	(2) Black	(3)	(4)	(2)	(6) White	(7) Black	(8)	(6)	(10)
Union Affiliation, if applicable		Non	Non			Native	Non				Native
		Hisp.	Hisp.	Hisp.	Asian	Amer.	Hisp.	-	Hisp.	Asian	Amer.
	ŗ		_	-							
Total (Col. #1-10):											
	I			. •							
Total Minority, Male & Female								·			
(Col. #2,3,4,5,7,8,9, & 10):	٧							-	·····		
l otal Female (Col. #6 – 10):	TRN				· · · · · · · · · · · · · · · · · · ·						
	TOT										ŕ
	_										

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

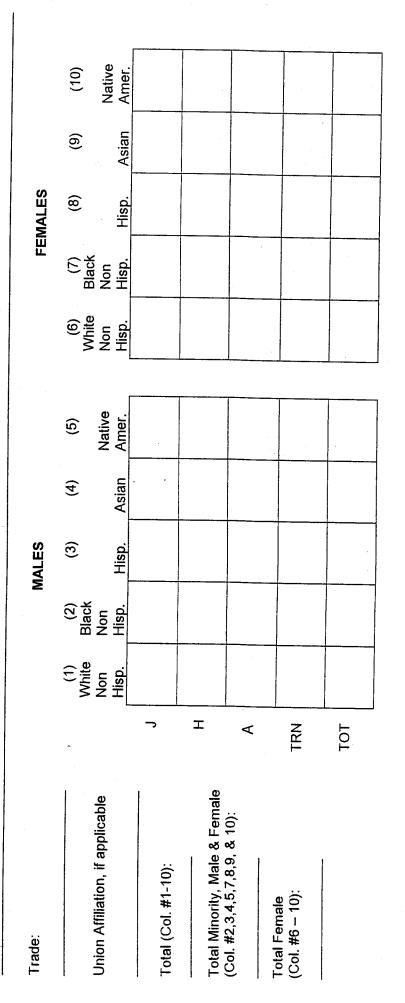
FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

(A) Apprentice (TRN) Trainee

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



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

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FORM C: CURRENT WORKFORCE

Trade:				MALES		•		Ħ	FEMALES		
		(1) White	(2) Black	(3)	(4)	(2)	(6) White	(7) (8) Black	(8)	(6)	(10)
Union Affiliation, if applicable		Non Hisp	Non	H G	Asian	Native Amer	Non	Non	Hish	Asian	Native Amer
Total (Col. #1-10):	7										
Total Minority, Male & Female	I										
(Col. #2,3,4,5,7,8,9, & 10):	A										
Total Female (Col. #6 – 10):	TRN	·	·								
	TOT						·				

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

(NO TEXT ON THIS PAGE)

The City of New York Department of Small Business Services Division of Labor Services Contract Compliance Unit 110 William Street, New York, New York 10038

Phone: (212) 513 - 6323 Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1.	Your contractual relationship in this contract is:	Prime contractor Subcontracto	rx
1a.	Are MWBE goals attached to this project? Yes _	No	
2.	Please check one of the following if your firm wou City of New York as a:	ld like information on how to certify wit	h the
	Minority Owned Business EnterpriseWomen Owned Business EnterpriseDisadvantaged Business Enterprise	Locally Based Business Enterpri	
2a.	If you are certified as an MBE, WBE, LBE, EBE certified with?		
3.	Please indicate if you would like assistance from Scontracting opportunities: Yes No	SBS in identifying certified M/WBEs for	r
4.	Is this project subject to a project labor agreement	t? Yes No	
5.	Are you a Union contractor? Yes No with	If yes, please list which local(s) you	affiliated
6.	Are you a Veteran owned company? Yes N	No	
PART	i: CONTRACTOR/SUBCONTRACTOR INFORMA	ATION	
7.			
	Employer Identification Number or Federal Tax I.). Email	Address
8.	Company Name		
9.			
.	Company Address and Zip Code		
10.			
	Chief Operating Officer	Telephone Number	
11.	Designated Equal Opportunity Compliance Office (If same as Item #10, write "same")	Telephone Number	
12.			
	Name of Prime Contractor and Contact Person (If same as Item #8, write "same")		

13.	Number of employees in your company:	
14.	Contract information:	
	(a) Contracting Agency (City Agency)	(b) Contract Amount
	(c) Procurement Identification Number (PIN)	(d) Contract Registration Number (CT#)
	(e) Projected Commencement Date	(f) Projected Completion Date
	(g) Description and location of proposed contract:	
	:	
15.	Has your firm been reviewed by the Division of Lai and issued a Certificate of Approval? Yes No	por Services (DLS) within the past 36 months
	If yes, attach a copy of certificate.	
16.	Has DLS within the past month reviewed an Emploand issued a Conditional Certificate of Approval?	byment Report submission for your company Yes No
	If yes, attach a copy of certificate.	
AAI	OTE: DLS WILL NOT ISSUE A CONTINUED CERT TH THIS CONTRACT UNLESS THE REQUIRED C NDITIONAL CERTIFICATES OF APPROVAL HAV	ORRECTIVE ACTIONS IN PRIOR
17.	Has an Employment Report already been submitte Employment Report) for which you have not yet rece No If yes,	d for a different contract (not covered by this ceived compliance certificate?
	Date submitted: Agency to which submitted: Name of Agency Person:	
	Contract No:	
18.	Has your company in the past 36 months been aud Labor, Office of Federal Contract Compliance Prog	ited by the United States Department of rams (OFCCP)? Yes No
	If yes,	

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	(a) Name and address of OFCCP office.				
	(b) Wa Yes	s a Certificate of Equal Employment Compliance issued within the past 36 months? No			
	If ye	es, attach a copy of such certificate.			
	(c) We	re any corrective actions required or agreed to? Yes No			
	lf ye	es, attach a copy of such requirements or agreements.			
	(d) Wei	re any deficiencies found? Yes No			
	If ye	es, attach a copy of such findings.			
19.	is respo	company or its affiliates a member or members of an employers' trade association which onsible for negotiating collective bargaining agreements (CBA) which affect construction ng? Yes No			
	If yes, a	attach a list of such associations and all applicable CBA's.			
PAR	TII: DOC	UMENTS REQUIRED			
20.	brochur	following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation ractices. See instructions.			
	(a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)			
	(b)	Disability, life, other insurance coverage/description			
	(c)	Employee Policy/Handbook			
	(d)	Personnel Policy/Manual			
	(e)	Supervisor's Policy/Manual			
	(f)	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered			
	(g)	Collective bargaining agreement(s).			
	(h)	Employment Application(s)			
	(i)	Employee evaluation policy/form(s).			
	(j)	Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?			

To comply with the Immigration Reform and Corntrol Act of 1986 when and of whom does yo firm require the completion of an I-9 Form?
(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 Yes No Yes No Yes No Yes No
(f) To all applicants (g) To some employees Yes No Yes No
(h) To all employees Yes No
Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.
Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes No
If yes, is the medical examination given:
(a) Prior to a job offer Yes No (b) After a conditional job offer Yes No (c) After a job offer Yes No (d) To all applicants Yes No
(e) Only to some applicants Yes No If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.
(e) Only to some applicants Yes No If yes, list for which applicants below and attach copies of all medical examination or
(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.
(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. Do you have a written equal employment opportunity (EEO) policy? 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. Do you have a written equal employment opportunity (EEO) policy? Yes No If yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps
(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. Do you have a written equal employment opportunity (EEO) policy? Yes No If yes, list the document(s) and page number(s) where these written policies are located. Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps Other. Please specify Does your firm or collective bargaining agreement(s) have an internal grievance procedure we

27.	Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes No
	If yes, attach an internal complaint log. See instructions.
28.	Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes No
	If yes, attach a log. See instructions.
29.	Are there any jobs for which there are physical qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
30.	Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

SIGNATURE PAGE

I, (print name of authorized official signing) hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.						
Contractor's Name						
Name of person who prepared to	his Employment Report	Title				
Name of official authorized to si	gn on behalf of the contractor	Title				
Telephone Number						
Signature of authorized official		Date				
data and to implement an emplo	abor Services reserves the right to byment program.	es in any given trade based on Chapter to request the contractor's workforce				
Contractors who fail to comply v noncompliance may be subject	vith the above mentioned required to the withholding of final paymer	ments or are found to be in nt.				
remination of the contract between	s of any data or information submeen the City and the bidder or conveye years. Further, such falsification	ntractor and in dicapproval of future				
Charter Chapter 56 of the City C	nd consistent with the proper disc charter and Executive Order No. 5 provided by a contractor to DLS s	charge of DLS' responsibilities under 50 (1980) and the implementing Rules shall be confidential.				
	Only original signatures acce	pted.				
Sworn to before me this	day of 20					
Notary Public	Authorized Signature	Date				

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

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

- Do you plan to subcontractor work on this contract? Yes____ No___
- If yes, complete the chart below. 2

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

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

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

OWNERSHIP CODES

W: White

B: Black H: Hispanic

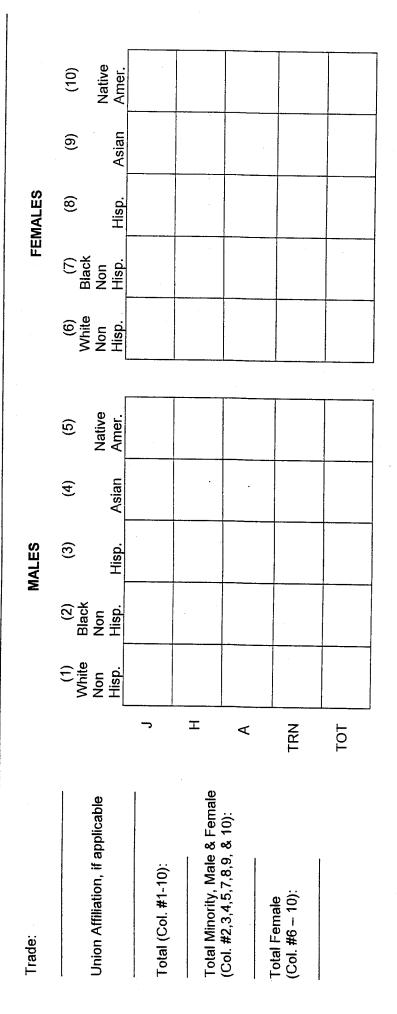
A: Asian N: Native American F: Female

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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



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

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USE ONLY: File No. FOR OFFICE

FEMALES

MALES

Trade:

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

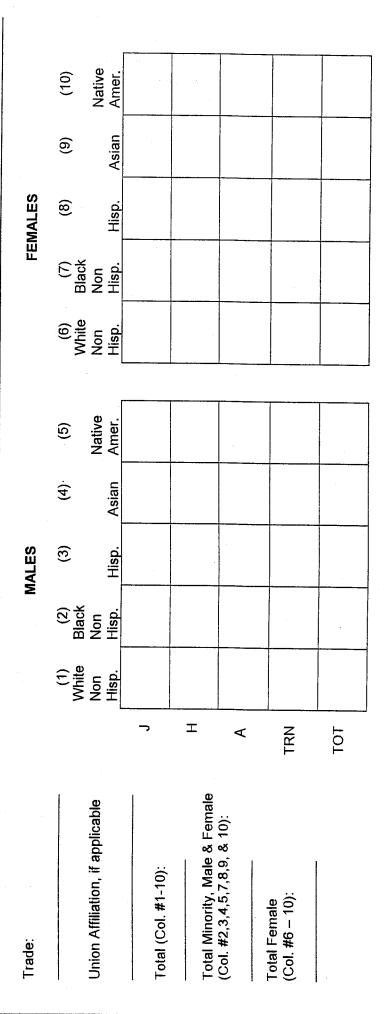
FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers(H) Helper.(TOT) Total by Column

(A) Apprentice (TRN) Trainee

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



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

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FOR OFFICE

Kevised 8/13 FOR OFFICI / SE ONLY: File No._

FORM C: CURRENT WORKFORCE

Trade:			Σ	MALES				H H	FEMALES		
Union Affiliation, if applicable		(1) White Non	(2) Black Non	(3)	(4)	(5) Native	(6) White Non	(7) (8) Black Non	(8)	(6)	(10) Native
		Hisp.	Hisp.	Hisp.	Asian	Amer.	Hisp.	Hisp.	Hisp.	Asian	Amer.
Total (Col. #1-10):	7				•	-					
Total Minority, Male & Female	I										
(Col. #2,3,4,5,7,8,9, & 10):	<										
Total Female (Col. #6 – 10):	TRN										
	TOT										
	J										

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

(NO TEXT ON THIS PAGE)

The City of New York Department of Small Business Services Division of Labor Services Contract Compliance Unit 110 William Street, New York, New York 10038

Phone: (212) 513 - 6323 Fax: (212) 618-8879

Date			File Number	
	LESS THAN \$750,000 (CITY, ST	SUBCONTRACT ATE AND ICIP OF		
Are you currently certified as	s one of the following? P	lease check yes o	no:	
MBE YesNo	WBE YesNo	LBE	YesNo	
DBE YesNo	EBE Yes No			
If you are certified as an MB	E, WBE, LBE, EBE or DI	BE, what city/state	agency are you certified	d with?
Please check one of the follo	owing if your firm would li	ke information on	how to certify with the C	ity of New York as a
Minority Owned Busines	s Enterprise	Lc	cally based Business E	nterprise
Women Owned Busines	s Enterprise	E	merging Business Ent	erprise
Disadvantaged Business	s Enterprise			
Company Name		Employe	r Identification Number	or Federal Tax I.D
Company Address and Zip (Code			
Contact Person (First Name	, Last Name)		Telephone Number	
Fax Number			E-mail Address	7.56.14
Description and location of p	proposed subcontract:			
Are you a Union contractor?	Yes No If	yes, please list wh	ich local(s) you affiliated	J with
Are you a Veteran owned co	ompany? Yes No _			
Procurement Identification N (City contracts only)	lumber (PIN)	Contract F (City contr	Registration Number (CT acts only)	#)
Revised 8/13				

FOR OFFICIAL USE ONLY: File No._

(ICIP projects only)	Contract Amount	
above named owner or City age	ial signing)subcontractor to certify that said subcontractor ncy is less than \$750,000. This affirmation is roughly no. 50 (1980) and the implementing Rule	nade in accordance with NYC
contract between the City and th	of any data or information submitted herewith the bidder or contractor and in disapproval of fut ation may result in civil and/and or criminal pro-	ure contracts for a period of up to
	•	300011011.
Signature of authorized official		Date
	Only original signatures accepted. day of20	



INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

	Contractor.
Dated	



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

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

LAW

VOLUME 2 OF 3

INFORMATION FOR BIDDERS CONTRACT PERFORMANCE AND PAYMENT BONDS PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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



FOR THE DEPARTMENT OF TRANSPORTATION PREPARED BY URS CORPORATION

OCTOBER 25, 2013

NYSDOT PIN	X760.12
Fed. Aid Project	No
D:10 : 4:	
Bid Opening _1	:00 A.M. on
Location 1st F	oor Bid Room, 30-30 Thomson Ave., Long Island City, N.Y. 11101



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

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

VOLUME 2 OF 3

INFORMATION FOR BIDDERS CONTRACT PERFORMANCE AND PAYMENT BONDS PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:



FOR THE DEPARTMENT OF TRANSPORTATION PREPARED BY IN-HOUSE DESIGN

DECEMBER 24, 2013

NOTICE TO BIDDERS

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

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

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

ARTICLE 22 INSURANCE

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

ARTICLE 26 EXTRA WORK

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

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

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

ARTICLE 70 ELECTRONIC FILING

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

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

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

ARTICLE 15 LIQUIDATED DAMAGES

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

ARTICLE 17 SUBCONTRACTS

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

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

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

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

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

ARTICLE 35 EMPLOYEES

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

ARTICLE 38 PAYROLL REPORTS ARTICLE 77 RECORDS RETENTION

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

ARTICLE 42 PARTIAL PAYMENTS

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

ARTICLE 62 TAX EXEMPTION

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

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CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURES

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

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

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INFORMATION FOR BIDDERS

1. <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. <u>Time and Place for Receipt of Bids</u>

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. <u>Definitions</u>

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, Consideration of Other Sources of Information and Changed Conditions

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

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

9. Examination of Proposed Contract

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. <u>Acknowledgment of Amendments</u>

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

13. <u>Bid Samples and Descriptive Literature</u>

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. <u>Proprietary Information/Trade Secrets</u>

- (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) Mistakes Discovered Before Award

- (1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:
 - (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
 - (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
 - (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
 - (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - (e) It is possible to place the agency in the same position as existed prior to the bid.
- (2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond, or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake

therein is strictly prohibited.

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

20. Low Tie Bids

- (A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:
 - (1) Award to a certified New York City small, minority or woman-owned business entity bidder;
 - (2) Award to a New York City bidder;
 - (3) Award to a certified New York State small, minority or woman-owned business bidder;
 - (4) Award to a New York State bidder.
- (B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

- (A) Rejection of Individual Bids: The Agency may reject a bid if:
- (1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
- (2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- (3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- (4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.
- (B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.
- (C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- (D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:
 - (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
 - (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
 - 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.fms.treas.gov/c570/index.html, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) <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. Bidder Responsibilities and Qualifications

- (A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.
- (B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.
- (C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of

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

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

29. Employment Report

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

30. <u>Labor Law Requirements</u>

- (A) <u>General</u>: 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. <u>Insurance</u>

- (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. <u>Lump Sum Contracts</u>

- (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. Unit Price Contracts

- (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. <u>Licenses and Permits</u>

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

36. Multiple Prime Contractors

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

37. <u>Locally Based Enterprise Requirements (LBE)</u>

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,
 - the percentage, dollar amount and type of work to be subcontracted to the LBE, and
 - (c) the dates when the LBE subcontract work will commence and end.
 - (2) The following documents shall be attached to the "LBE Participation Schedule":
 - (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
 - (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
 - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
 - Occumentation 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;
- 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, <u>are to be completed and submitted with the bid</u>:

- (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.

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

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

39. Comptroller's Certificate

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

40. <u>Procurement Policy Board Rules</u>

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. <u>DDC Safety Requirements</u>

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

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS: POLICY ON SITE SAFETY..... I. II. ш. RESPONSIBILITIES..... IV. SAFETY QUESTIONNAIRE V. SAFETY PROGRAM AND SITE SAFETY PLAN VI. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW VII. EVALUATION DURING WORK IN PROGRESS VIII. SAFETY PERFORMANCE EVALUATION..... IX.

I. POLICY ON SITE SAFETY

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

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. RESPONSIBILITIES

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

A. Resident Engineer / Construction Project Manager / Construction Manager

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

B. Contractors

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

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

V. SAFETY QUESTIONNAIRE

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

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

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

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

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

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

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

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

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control

- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

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

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

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

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

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

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

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

VIII. EVALUATION DURING WORK IN PROGRESS

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

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

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

IX. SAFETY PERFORMANCE EVALUATION

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

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WITNESSETH:

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

CHAPTER I THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

- 5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.
- 5.4.1(e) "Public Works Contract" means a contract with a City Agency for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a City Agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a City Agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.
- 5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

5.4.3 Best Available Technology

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

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

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

5.4.5 Compliance

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

5.4.6 Reporting

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

- 5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;
 - 5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and
- 5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).
- 5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 June 30).
- 5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:
 - 5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:
 - 5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.
 - 5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.
 - 5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.
 - 5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

- 5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).
- 5.5.2 Requirements. Contractors and Subcontractors are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.
- 5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the Contractor or any Subcontractor applies pesticides to any property owned or leased by the City, the Contractor, and any Subcontractor shall comply with Chapter 12 of the Administrative Code.
- 5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the Work, the Contractor and any Subcontractor shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.
- 5.8 Environmentally Preferable Purchasing. The Contractor shall ensure that products purchased or leased by the Contractor or any Subcontractor for the Work that are not specified by the City or are submitted as equivalents to a product specified by the City comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

- 6.1 During the progress of the Work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the City every reasonable, safe, and proper facility for inspecting all Work done or being done at the Site and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.
- 6.2 The Contractor's obligation hereunder shall include the uncovering or taking down of finished Work and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if Work thus exposed proves satisfactory, and if the Contractor has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article 26. If the Work thus exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.
- 6.3 Inspection and approval by the Commissioner, the Engineer, Project Manager, or Resident Engineer, of finished Work or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such Work may have been previously approved and paid for. Such corrective Work is Contract Work and shall not be deemed Extra Work.

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

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

- 7.1 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such Work at the Contractor's sole cost and expense, as directed by the Resident Engineer. The obligation to deliver finished Work in strict accordance with the Contract prior to Final Acceptance shall be absolute and shall not be affected by the Resident Engineer's approval of, or failure to prohibit, the Means and Methods of Construction used by the Contractor.
- 7.2 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's, and/or its Subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the Site suitable and sufficient protection such as lights, barricades, and enclosures.
- 7.3 The Contractor shall comply with the notification requirements set forth below in the event of any loss, damage or injury to Work, persons or property, or any accidents arising out of the operations of the Contractor and/or its Subcontractors under this Contract.
 - 7.3.1 The Contractor shall make a full and complete report in writing to the Resident Engineer within three (3) Days after the occurrence.
 - 7.3.2 The Contractor shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the City and/or the Engineer, Architect, or Project Manager are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."
 - 7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- 7.3.2(b) If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.
- 7.4 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold the City, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Contractor and/or its Subcontractors in the performance of this Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of this Contract or of the Law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.
 - 7.4.1 Indemnification under Article 7.4 or any other provision of the Contract shall operate whether or not Contractor or its Subcontractors have placed and maintained the insurance specified under Article 22.
- 7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

- 9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and
- 9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and
- 9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and
- 9.1.4 The estimated amount in dollars the Contractor will claim on a monthly basis.
- 9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.
- 9.3 If the Contractor shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional Means and Methods of Construction, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the Contract shall not create any liability for the City if the approved progress schedule is not met.
- 9.4 The Contractor will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

- 10.1 From time to time as the Work progresses and in the sequence indicated by the approved progress schedule, the Contractor shall submit to the Engineer a specific request in writing for each item of information or approval required by the Contractor. These requests shall state the latest date upon which the information or approval is actually required by the Contractor, and shall be submitted in a reasonable time in advance thereof to provide the Engineer a sufficient time to act upon such submissions, or any necessary re-submissions thereof.
- 10.2 The Contractor shall not have any right to an extension of time on account of delays due to the Contractor's failure to submit requests for the required information or the required approval in accordance with the above requirements.

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

- 11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:
 - 11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

- 11.1.2 If the Contractor shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. On failure of the Contractor to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action arising under or by reason of this Contract shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.
- 11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the Commissioner shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the Contractor. Notwithstanding the above, the Commissioner may make a determination as to whether a compensable delay has occurred at any time after the Contractor's first submission of a statement of delay damages provided, however, that the amount of compensation due to the Contractor will not be determined until the Commissioner determines that the Work is delayed after the date set for substantial completion.
- 11.2 Failure of the Contractor to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the Commissioner, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the Contractor to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the Contractor of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.
- 11.3 When appropriate and directed by the Engineer, the progress schedule shall be revised by the Contractor until finally approved by the Engineer. The revised progress schedule must be strictly adhered to by the Contractor.

11.4 Compensable Delays

- 11.4.1 The Contractor agrees to make claim only for additional costs attributable to delay in the performance of this Contract necessarily extending the time for completion of the Work or resulting from acceleration directed by the Commissioner and required to maintain the Project schedule, occasioned solely by any act or omission to act of the City listed below. The Contractor also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the Work.
 - 11.4.1.1 The failure of the City to take reasonable measures to coordinate and progress the Work, except that the City shall not be responsible for the Contractor's obligation to coordinate and progress the Work of its Subcontractors.
 - 11.4.1.2 Extended delays attributable to the City in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.
 - 11.4.1.3 The unavailability of the Site for an extended period of time that significantly affects the scheduled completion of the Contract.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the City's bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the City's breach of a fundamental obligation of the Contract.
- 11.4.2 No claim may be made for any alleged delay in Substantial Completion of the Work by a date earlier than the date of Substantial Completion provided for in Schedule A unless there is a provision in the Contract providing for additional compensation for early completion. No claim may be made for any alleged delay in Substantial Completion of the Work if the work is substantially completed by the date of Substantial Completion provided for in Schedule A unless acceleration has been directed by the Commissioner to meet the date of Substantial Completion set forth in Schedule A.
- 11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.
- 11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.
 - 11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;
 - 11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or generally recognized as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;
 - 11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of**

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the City;

- 11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;
- 11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the Contract Work;
- 11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the City's reasonable responses thereto; and
- 11.5.7 Extra Work which does not significantly affect the overall completion of the Contract, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.
- 11.6 Required Content of Submission of Statement of Delay Damages
 - 11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:
 - 11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.
 - 11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.
 - 11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.
 - 11.6.1.4 Any additional information requested by the Commissioner.

11.7 Recoverable Costs

- 11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:
 - 11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;
 - 11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;
 - 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
 - 11.7.1.4 Insurance and bond costs;
 - 11.7.1.5 Extended field office costs;
 - 11.7.1.6 Extended Site overhead: and
 - 11.7.1.7 Extended home office overhead.
- 11.7.2 Recoverable Subcontractor Costs. When the Work is performed by a Subcontractor, the Contractor may be paid the actual and necessary costs of such subcontracted Work as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

- Non-Recoverable Costs. The parties agree that the City will have no liability for 11.7.3 the following items and the Contractor agrees it shall make no claim for the following items:
 - 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

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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.
- 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 STANDARD CONSTRUCTION CONTRACT

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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.
- 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

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

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include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written Decision of the Commissioner, (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the written decision of the Comptroller, if any, and (v) copies of all correspondence with, or written material submitted by the Contractor, to the Comptroller. The Contractor shall concurrently submit four (4) complete sets of the Petition: one set to the City Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the City Corporation Counsel. In addition, the Contractor shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the Commissioner and the Comptroller.

- 27.7.2 Agency Response. Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and Comptroller. Three (3) complete copies of the Agency response shall be provided to the Contract Dispute Resolution Board and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.
- 27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
- 27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.
- 27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the Contractor, the ACCO, the Engineer, the Comptroller, the City Corporation Counsel, the CCPO, and the PPB. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution

Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

- 28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:
 - 28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and
 - 28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.
- 28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.
- 28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.
- 28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with CITY OF NEW YORK

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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

- 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 STANDARD CONSTRUCTION CONTRACT

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registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

- 35.2 If the total cost of the Work under this Contract is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the Contract on the public work site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.
- 35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,
 - 35.3.1 The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the CCPO, ACCO, Agency head, or Commissioner.
 - 35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - 35.3.3 The Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - 35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - 35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

- 35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- 35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of \$100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
- 35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

- 36.1 The Contractor specifically agrees, as required by Labor Law Section 220-e, as amended, that:
 - 36.1.1 In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;
 - 36.1.2 Neither the Contractor, Subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color or national origin;
 - 36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and
 - 36.1.4 This Contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.
 - 36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.
- 36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:
 - 36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

- 36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
- 36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this Contract.
- 36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.
- 36.3 This Contract is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:
 - 36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and
 - 36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and
 - 36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and
 - 36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and
 - 36.3.5 Will furnish, before the award of the Contract, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (DLS) and will permit access to its books, records, and accounts by the DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 36.4 The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the DLS, the Director of the DLS may direct the Commissioner to impose any or all of the following sanctions:

- 36.4.1 Disapproval of the Contractor; and/or
- 36.4.2 Suspension or termination of the Contract; and/or
- 36.4.3 Declaring the Contractor in default; and/or
- 36.4.4 In lieu of any of the foregoing sanctions, the Director of the DLS may impose an employment program.

In addition to any actions taken under this Contract, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a City Agency declaring the Contractor to be non-responsible in future procurements. The Contractor further agrees that it will refrain from entering into any Contract or Contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

- 36.5 The Contractor specifically agrees, as required by Section 6-123 of the Administrative Code, that:
 - 36.5.1 The Contractor will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and
 - 36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

- 37.1 The Contractor shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this Contract.
- 37.2 The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:
 - 37.2.1 Hours of Work: No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one (1) Day, or more than five (5) Days in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.
 - 37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

- 37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.
- 37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's Work to laborers, workers, or mechanics employed upon the Work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the Comptroller in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.
- 37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the Work under this Contract. In the event that a trade not listed in the Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from the Agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this Contract at the price at which the Contract was awarded.
- 37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.
- 37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.
- 37.4 Prevailing Wage Enforcement: The Contractor agrees to pay for all costs incurred by the City in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the Agency or the Comptroller, where the City discovers a failure to comply with any of the requirements of this Article 37 by the Contractor or its Subcontractor(s). The Contractor also agrees that, should it fail or refuse to pay for any such investigation, the Agency is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.
 - 37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:
 - 37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 will be forwarded to the City's five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

- 37.5 The Contractor and its Subcontractors shall within ten (10) Days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the Contractor and its Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the Contractor and its Subcontractors shall continue to keep such notices posted in such prominent and conspicuous places until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services required to be furnished or rendered under this Contract.
- 37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:
 - 37.6.1 Notices Posted At Site: Post, in a location designated by the City, schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the Site, the City notice that this Project is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the City directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the City. The Contractor shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete; and
 - 37.6.2 Daily Site Sign-in Sheets: Maintain daily Site sign-in sheets, and require that Subcontractors maintain daily Site sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services to be furnished or rendered under this Contract unless exception is granted by the Comptroller upon application by the Agency. In the alternative, subject to the approval of the CCPO, the Contractor and Subcontractor may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and
 - 37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this Contract, in a form provided by the Agency, that this Project is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the Work under this Contract is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the Contractor and all Subcontractors and all employees of suppliers entering the Site. At the time of distribution, the Contractor shall have each worker, laborer or mechanic sign a statement, in a form provided by the Agency, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this Contract; and

- 37.6.3(a) The Contractor and each Subcontractor shall notify each worker. laborer or mechanic employed under this Contract in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and
- 37.6.4 Site Laminated Identification Badges: The Contractor shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the Contractor shall require as a condition of employment on the Site, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the City. The Commissioner may grant a written waiver from the requirement that the laminated identification badge include a photograph if the Contractor demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and
- 37.6.5 Language Other Than English Used On Site: Provide the ACCO notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the Site, at any time, speak a language other than English. The ACCO will then provide the Contractor the notices described in Article 37.6.1 in that language or languages as may be required. The Contractor is responsible for all distributions under this Article 37; and
- 37.6.6 Provision of Records: The Contractor and Subcontractor(s) shall produce within five (5) Days on the Site of the Work and upon a written order of the Engineer, the Commissioner, the ACCO, the Agency EAO, or the Comptroller, such records as are required to be kept by this Article 37.6; and
- 37.6.7 The Contractor and Subcontractor(s) shall pay employees by check or direct deposit. If this Contract is for an amount greater than one million (\$1,000,000) dollars, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Agency). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a Subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Agency); and
- 37.6.8 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

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- 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

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

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claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45.

- 46.2 The Contractor is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the Commissioner from the final requisition or from the final payment as certified by the Engineer and approved by the Commissioner, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any official, agent or employee of the City to the contrary notwithstanding.
- 46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.
- 46.4 The Contractor, however, shall not be barred by this Article 46 from commencing an action for breach of Contract to the extent permitted by Law and by the terms of the Contract for any claims that are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting Agency and Comptroller not later than forty (40) Days after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this Contract, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this Contract, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this Contract unless and until the Public Design Commission shall certify that the design for the Work herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the City Charter, as amended.

CHAPTER X CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

- 48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:
 - 48.1.1 The Contractor fails to commence Work when notified to do so by the Commissioner; or

if

48.1.2 The Contractor shall abandon the Work; or if

- 48.1.3 The Contractor shall refuse to proceed with the Work when and as directed by the Commissioner; or if
- 48.1.4 The Contractor shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the Commissioner, to complete the Work in accordance with the progress schedule; or if
- 48.1.5 The Contractor shall fail or refuse to increase sufficiently such working force when ordered to do so by the Commissioner; or if
- 48.1.6 The Contractor shall sublet, assign, transfer, convert or otherwise dispose of this Contract other than as herein specified; or sell or assign a majority interest in the Contractor; or if
- 48.1.7 The Contractor fails to secure and maintain all required insurance; or if
- 48.1.8 A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
- 48.1.9 The Commissioner shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if
- 48.1.10 The Commissioner shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
- 48.1.11 The Commissioner shall be of the opinion that the Work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's opinion, attributable to conditions within the Contractor's control; or if
- 48.1.12 The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if
- 48.1.13 Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work, the Project, or the Contract (or for purposes of securing the Contract) was untrue or incorrect when made; or if
- 48.1.14 The Contractor or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.
- 48.2 Before the Commissioner shall exercise his/her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) Days notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

- 49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").
- 49.2 The Commissioner's determination that the Contractor is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the Contractor from commencing a plenary action for any damages relating to the Contract. If the Contractor protests the determination of the Commissioner, the Contractor may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the Contractor shall immediately discontinue all further operations under this Contract and shall immediately quit the Site, leaving untouched all plant, materials, equipment, tools, and supplies then on the Site.

ARTICLE 51. COMPLETION OF THE WORK

- 51.1 The Commissioner, after declaring the Contractor in default, may then have the Work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the Site, and also such Subcontractors, as he/she may deem advisable.
- 51.2 After such completion, the Commissioner shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the Contract) from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work. Such certificate shall be binding and conclusive upon the Contractor, its sureties, and any person claiming under the Contractor, as to the amount thereof.
- 51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, shall be charged against and deducted out of monies which are earned by the Contractor prior to the date of default. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be paid by the Contractor.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the Commissioner shall declare the Contractor in default as to a part of the Work only, the Contractor shall discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of this Contract, and shall in no way hinder or interfere with any Other

Contractor(s) or persons whom the Commissioner may engage to complete the Work as to which the Contractor was declared in default.

52.2 The provisions of this Chapter relating to declaring the Contractor in default as to the entire Work shall be equally applicable to a declaration of partial default, except that the Commissioner shall be entitled to utilize for completion of the part of the Work as to which the Contractor was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the Contractor on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the Work under the provisions of this Chapter X, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

- 54.1 In addition to the right to declare the Contractor in default pursuant to this Chapter X, the Commissioner shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list Work that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the Contractor who shall immediately quit the Site in accordance with the provisions of Article 50.
- 54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the Commissioner, shall be charged against and deducted out of monies which have been earned by the Contractor prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be paid by the Contractor.
- 54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under Law or in equity.
- 54.4 The exercise by the City of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this Contract or provided under Law.

CHAPTER XI MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

- 55.1 In consideration of, and to induce, the award of this Contract to the Contractor, the Contractor represents and warrants:
 - 55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the Work; and
 - 55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and
 - 55.1.3 That it has read and complied with all requirements set forth in the Contract.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

- 56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.
- 56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:
 - 56.2.1 Any claims arising out of events occurring after Substantial Completion and before Final Acceptance of the Work shall be asserted within six (6) months of Final Acceptance of the Work;
 - 56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and
 - 56.2.3 If the Commissioner exercises his/her right to terminate the Contract pursuant to Article 64, any such action shall be commenced within six (6) months of the date the Commissioner exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The Contractor shall be solely responsible for and shall defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

- 59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage 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

67 STANDARD CONSTRUCTION CONTRACT

V YORK 67 STANDARD CONSTRUCTION CONTR 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

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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

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- (\$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

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 Contract, subject to additions and deductions as provided herein, the total sum of:

Nel Million ONL

Dollars, (\$ 3, 118,000.00), this said sum million one 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. A cralled beneavent f hundred seventy eigh

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 STANDARD CONSTRUCTION CONTRACT DDC

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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.
- 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 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).

- 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(i), 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.
- If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in 8. 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.
- 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;
- (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.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, h Commissione Contractor.

	THE CITY OF NEW YORK
	By: Condition Continue Continue Continue
	CONTRACTOR: Laws Construction Corp
	By Member of Firm or Officer of Corporation)
	Title: Prosiner
Where Contractor is a Corporation, add): Attest:	
Secretary Secretary	
	(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Uestchester ss:
On this 22nd day of Selected, 2014, before me personally came William I Vescio to me known who, being by me duly sworn did depose and say that he resides at Brianchief, New York of the corporation described in and which executed the foregoing instrument; that he knows the seal of said
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.
Wotary Public, State of New York No. 01QE6308475 Qualified in Weetchester County Commission Expires 6/23/2018 No. 2012 No. 2
ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP State of county of ss:
On this day of,, before me personally appeared to me known, and known to me to be one of the members of the firm of described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.
Notary Public or Commissioner of Deeds
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL
State of Ss:
On this day of,, before me personally appeared to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Overs ss:	
On this 24 day of Leplenter 20, before me personally came	ric Mactarlane
to the known, and known to be the Deputy Commissioner of the Department	te of Donibu and Consumers of
The City of New York, the person described as such in and who as such ex	ecuted the foregoing instrument
and acknowledged to me that he executed the same as Deputy Commis mentioned.	sioner for the purposes therein
Notary Public or Commissioner of	Deeas

VICTORIA OWODUNNI
Notary Public. State of New York
No. 010W5014042
Qualified in Queens County
Commission Expires July 15, 2001

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
Seventy eight thousand dollars
seventy eight thousand dollars
Dollars (\$ 3, 178, 000 .00)
is chargeable to the fund of the Department of Design and Construction entitled Code
Department of Decision and Committee
Department of Design and Construction
I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.
apalan
Deputy Commissioner
COMPENSIVE CERTIFICATION
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 nereby 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:
5
Comptroller

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

<u>Performance Bond #1 (Pages 92 to 95)</u>: 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

PERFORMANCE BOND

Bond No. PRF9172419

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

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

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor

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

	22nd	day of		September.	2014
(Seal)				LAWS CONSTRUCTION (CORP (L.S.)
(Seal)		****	Ву	Surety	
(Seal)	Trong Control of the	BESO STATE	Ву	Dennis M. O'Brien Surety	Attorney-in-Fact
(Seal)			Ву	Surety	
` ,			By,	·	
(Seal)				Surety	
			Ву		
(Seal)				Surety	
			Ву		
Bond Pren	nium Rate <u>16.5</u> 6	SLIDE			
Bond Prem	nium Cost_\$33,0	683.00			

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

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

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

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of_	New York	County of _	Westchester	ss:
On this came 4	22rd day of	Septembe (2014	ss:before me personally
to me kn	own, who, being by me du	ıly sworn did de	pose and say that he/she re	esides
		•	-	
			; that he/she is the	Plesident
of LAUSth	e corporation described in	and which exec	uted the foregoing instrun	Plesiden + ment; and that he signed his
name to	the foregoing instrument b	y order of the di	rectors of said corporation	as the duly authorized and
binding a	act thereof.		•	•
			JESSE GELANDI	
			Notary Public, State of New	r York
_/	m /llulu		140. \$1GE6305475 Qualified in Westchester (Security
Notary P	ublic or Commissioner of	Deeds.	Commission Expires 6/23	/2018
State of			NCIPAL IF A PARTNE	
State of_		County of_		ss:
State of _ On this		County of_		ss:
On this came	day of	County of_		ss:before me personally
On this came	day of	County of_		ss:before me personally
On this came to me kn	day of own, who, being by me du	County of_	pose and say that he/she r	ss:before me personally
On this came to me kn	day of own, who, being by me du	County of_	pose and say that he/she r	ss:before me personally
On this came to me kn	own, who, being by me du	County of_	pose and say that he/she r ; that he/she is artnership existing under the	ss: before me personally esides partner of the laws of the State of
On this came to me kn	day of own, who, being by me du	County oflly sworn did de	pose and say that he/she re; that he/she is artnership existing under the	ss: before me personally esides partner of the laws of the State of the foregoing instrument;
On this came to me kn at and that	own, who, being by me du , a lin , the pa	County oflly sworn did de	pose and say that he/she re; that he/she is artnership existing under the	ss: before me personally esides partner of the laws of the State of
On this came to me kn at	own, who, being by me du , a lin , the pa	County oflly sworn did de	pose and say that he/she re; that he/she is artnership existing under the	ss: before me personally esides partner of the laws of the State of the foregoing instrument;
On this came to me kn at and that	own, who, being by me du , a lin , the pa	County oflly sworn did de	pose and say that he/she re; that he/she is artnership existing under the	ss: before me personally esides partner of the laws of the State of the foregoing instrument;

JESSE GELARDI Notation, State of New Yest No. 010E6306475 Qualified in Westchester County Commission Expines 8/23/2018

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of	County of	ss:
On this	day of	before me personally
to me known, who, being at	by me duly sworn did depose and say that	at he/she resides
subscribed to the within instrument, said individua	, and that instrument and acknowledged to real executed the instrument.	he/she is the individual whose name is ne that by his/her signature on the
Notary Public or Commiss	ioner of Deeds.	

Affix Acknowledgments and justification of Sureties

ACKNOWLEDGMENT BY SURETY COMPANY (Signed by One Authorized Person)

STATE OF NEW YORK)		
COUNTY OF)ss: WESTCHESTER)		
On this	September	, 20 14 before me personally to be
ATTORNEY-IN-FACT	of FIDELITY AND	DEPOSIT COMPANY OF MARYLAND the
Corporation described in and which edid depose and say that he resides at and that he/she is <u>ATTORNEY-IN-FA</u> Seal of the said Corporation; that the said so affixed by order of the Board of name thereto by like order; and that the Insurance of the State of New York a	NORTH MERI NORTH MERI ACT of seal affixed to the of Directors of saine said Corporatio Certificate of Solution	n instrument, who being by me duly sworn

My Commission Expires:

Signature/Notary

ALICE McCARTHY
NOTARY PUBLIC, State of New York
No 01MC075342
Qualified in Dutchess County
Commission Expires Jane 02, 2015

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2013

ASSETS

Bonds ASSE15	
Bonds	\$ 139,272,722
Cash and Short Term Investments	22,258,887
Cash and Short Term Investments Reinsurance Recoverable	6,595,113
Reinsurance Recoverable Other Accounts Receivable	17,970,134
Other Accounts Receivable	33,409,916
TOTAL ADMITTED ASSETS	\$ 219,506,772
Reserve for Taxes and Expenses Ceded Reinsurance Premiums Payable Securities Lending Collateral Liability TOTAL LIABILITIES	42,146,005 6,613,750
Capital Stock, Paid Up	50,547,235
Surplus	
Surplus as regards Policyholders 163,959,537	
TOTAL	168,959,537
TOTAL	219,506,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

State of Illinois
City of Schaumburg

SS:

Subscribed and swom to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

Notary Public

OFFICIAL SEAL DARRYL JOINER Notary Public - State of Illinois My Commission Expires May 3, 2014

Bond Number: **PRF9172419**

Obligee: City of New York

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Geoffrey Delisio, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Dennis M. O'Brien its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this _17th _ day of _May ______, A.D. 2012 _.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







3y. ______ Assistant Secretary Gerald F. Haley

Vice President Geoffrey Delisio

State of Maryland County of Baltimore

persons.

On this 17th day of May , A.D. 2012 , before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

Constance a. Dun

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of September 2014







Thomas O. McClellan, Vice President

PAYMENT BOND (Pg.1)

KNOW ALL MEN BY THESE PRESENTS, That we,
LAWS CONSTRUCTION CORP.
34 IRVINGTON STREET, PLEASANTVILLE, NY 10570
hereinafter referred to as the "Principal" and
Fidelity and Deposit Company of Maryland
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of:
Three Million One Hundred Seventy Eight Thousand Dollars and 00/100 Dollars,
(\$3,178,000.00) 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: FMX ID: HWXS311V1 - DDC PIN: 8502014HW0010C - RECONSTRUCTION OF CLIFFORD
PLACE STEP STREET/BRONX
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full.

PAYMENT BOND (Pg.2)

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

- (a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such Subcontractors, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site 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 construction or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractors 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 null and 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 materialman 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 person as party plaintiff.
- (c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs or

PAYMENT BOND (Pg.3)

otherwise, obtained against either or both of them by 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 (2) years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties) for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond 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 or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

PAYMENT BOND (Pg.4)

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 22nd	_day of	September,	2014		
(SEAL)		LAWS CONST	TRUCTION	ORP.	_ (L.S.)
	By:	Principal Miller	14	Preint	··
(CEAT)					
(SEAL)	By:	Surety Lew	eposit Comp // OB	any of Maryland	
	21	Dennis M. O'Brien	<i>,</i>	Attorney-in-Fact	
SEAL)		Surety			
Garding	By:				
(SEAL)		Surety			
	By:				
(SEAL)		Surety			
	By:		•		
BOND PRE	MIUM R.	ATE: 16.56 SLIDE			
BOND PRE	MIUM C	OST: \$33,683.00			

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners. If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-infact. There should be executed an appropriate member of counterparts of the bond corresponding to the number of counterparts of the Contract.

PAYMENT BOND (Pg.5)

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of New York	County of Westclestel ss.:
On this 22 nd	day of <u>Septenbel</u> , 2014,
before me personally came _	day of <u>Septembel</u> , 2014, William J Vescio
	me duly sworn did depose and say that he resides
that he is the <u>llesden</u> t	of LAWS Construction Coop.
the seal of said corporation; it was so affixed by order of thereto by like order. JESSE GELARDI MAY YORK NO. 01GE6306475 MITTED IN Westchester County municipal Expires 6/23/2018	and which executed the foregoing instrument; that he knows that one of the seals affixed to said instrument is such seal; that the directors of said corporation, and that he signed his name Notary Public GMENT OF PRINCIPAL - IF A PARTNERSHIP
State of	County ofss.:
On this	day of
before me personally appear	red
to me known and known to	me to be one of the members of the firm of:
described in and who execu executed the same as and fo	ted the foregoing instrument and he acknowledged to me that he or the act and deed of said firm.
	Notary Public

JESSE GELARDI Notary Public, State of New York No. 01GE5306475 Qualified in Westchaster County Commission Expires 6/23/2018

PAYMENT BOND (Pg.6)

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of	County of	SS.:
On this	day of	,before me
personally apperson describe executed the s	peared bed in and who executed the foregoing in same.	known to me to be the strument and acknowledged that he
	Notary Public	· · · · · · · · · · · · · · · · · · ·
Each execute	d bond should be accompanied by:	
(a)	appropriate acknowledgments of the re-	spective parties;
(b) of authority v Surety;	appropriate duly certified copy of Powhere bond is executed by agent, officer of	ower of Attorney or other certificate or other representative of Principal or
	a duly certified extract from by-laws or orney or other certificate of authority of i	
(d) liabilities of	a duly certified copy of latest published Surety.	d financial statement of assets and
	************	*****

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES

ACKNOWLEDGMENT BY SURETY COMPANY (Signed by One Authorized Person)

STATE OF NEW YORK			
COUNTY OF (STEPLES) (SS: (STEPLES) (SS: (STEPLES) (S			
		, 20 14 before n	
came <u>DENNIS M. O'BRIEN</u>		personally known and know	n to me to be
ATTORNEY-IN-FACT	of <u>FIDELITY</u> AND	DEPOSIT COMPANY OF MARYLAND	the
Corporation described in and which	executed the with	in instrument, who being by m	ie duly swom
did depose and say that he resides at	NORTH MER	RICK, NEW YORK	
and that he/she is <u>ATTORNEY-IN-F</u>	<u>'ACT</u> of	said Corporation and knows t	he Comorate
Seal of the said Corporation; that the	seal affixed to the	e within instrument is such Con	rporate Seal
and so affixed by order of the Board	of Directors of sa	id Corporation and that he/she	signed his/he
name thereto by like order; and that t	he said Corporation	on has received from the Super	rintendent of
Insurance of the State of New York a	Certificate of Sol	vency, and of its sufficiency a	s Surety or
Guarantor, pursuant to Section 327 or	f the Insurance La	w of the State of New York as	amended
and that such Certificate has not been	revoked.	of the wilding as	amended,

My Commission Expires:

Signature/Notary

ALICE McCARTHY
NOTARY PUBLIC, State of New York
NO 01MC5075343
Qualified in Dutchess County
Commission Expires Jane 02, 2015

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2013

ASSETS

7,00010		
Bonds	\$	139,272,722
SIOCKS	********	22,258,887
Cash and Short Term Investments		6,595,113
Reinsurance Recoverable		17,970,134
Other Accounts Receivable		
TOTAL ADMITTED ASSETS		33,409,916
TOTAL TENANTED AGGETS	ع	219,506,772
LIABILITIES, SURPLUS AND OTHER FUNDS		
Reserve for Taxes and Expenses	\$	1,787,480
Ceded Reinsurance Premiums Payable		42,146,005
Securities Lending Collateral Liability	• • • • • • • • • • • • • • • • • • • •	6,613,750
TOTAL LIABILITIES	\$ ¯	50,547,235
Capital Stock, Paid Up\$	5,000,000	•
Surplus	163,959,537	
Surplus as regards Policyholders		160 050 527
		168,959,537
TOTAL	\$	219,506,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

orporene Secretary

State of Illinois
City of Schaumburg

SS:

Subscribed and swom to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

Notary Public

OFFICIAL SEAL DARRYL JOINER Notary Public - State of Illinois My Commission Expires May 3, 2014

Bond Number: PRF9172419

Obligee: City of New York

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Geoffrey Delisio, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Dennis M. O'Brien

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May , A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Sy. ______ Assistant Secretary Gerald F. Haley

Vice President Geoffrey Delisio

State of Maryland County of Baltimore

On this 17th day of May , A.D. 2012 , before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

Constance a. Dun

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of September 2014.







Thomas O. McClellan, Vice President

<u>Performance Bond #1 (Pages 92 to 95)</u>: Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

<u>Performance Bond #1 (Pages 92 to 95)</u>: Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

	day of		, 20	
(Seal)				
		· <u> · · · · · · · · · · · · · · · ·</u>	Principal	(L.S.)
		Ву:	•	
(Seal)			Surety	
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		Ву:		<u>.</u>
(Seal)			Surety	<u>.</u>
		Ву:		•
Bond Premium Rate		70 m	<u>·</u>	
Bond Premium Cost			· .	

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

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

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

CITY OF NEW YORK DDC

<u>Performance Bond #1 (Pages 92 to 95)</u>: Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of	Count	y of	\$8:
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		ose and say that he/she reside	es
at		that halaha is the	
of the cornoration de	escribed in and which executed	the foregoing instrument: an	d that he/she signed his/her name to
			authorized and binding act thereof.
Notary Public or Co	mmissioner of Deeds.		
	ACKNOWLEDGMENT	OF PRINCIPAL IF A PAR	TNERSHIP
State of	Count	y of	ss:
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	being by me duly sworn did dis	nose and say that he/she resid	es
at	• •	pose and say that her she resid	,
		: that he/she is	partner of
	, a limited/general part	nership existing under the lay	ws of the State of
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	thin instrument and acknowledge		attire on the
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Notary Public or Co	mmissioner of Deeds		
•			
			of the respective parties; (b) appropriate
			nd is executed by agent, officer or othe
			esolutions of Surety under which Powe
	certificate of authority of its agestatement of assets and liabilities of		is issued, and (d) certified copy of lates
Paononea illianciai si	atomont of assets and natifices C	•	
		* * * * * * *	

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK DDC

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:, That we,
hereinafter referred to as the "Principal," and,
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEV YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of
(\$
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in
full;
NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or it representatives or assigns, shall well and faithfully perform the said Contract and all modifications amendments, additions and alterations thereto that may hereafter be made, according to its terms and it true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and

shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

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

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

	day of		20	
(Seal)				
			Principal	(L.S.)
Seal)		Ву:		
			Surety	
		Ву:		
Seal)		 	Surety	
		Ву:		
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ond Premium Rate			<u>-</u>	
ond Premium Cost				
the Contractor (Principa	l) is a partnership	the band should	he signed by each of the individ	dlL.

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

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

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

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of		County of	ss:
		, 20	before me personally
came	,		
		orn did depose and say that he resides	
at	· · · · · ·	, that ha/aha ia tha	
of the corporation		; that he/she is the	that he/she signed his/her name to the
		ectors of said corporation as the duly au	
Notary Public or	Commissioner of Deed	ls.	
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On this	day of	, 20	before me personally
		orn did depose and say that he/she residual	des
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	· · · · · · · · · · · · · · · · · · ·	; that he/she is; mited/general partnership existing under	partner of
	, a li	mited/general partnership existing under	er the laws of the State of
	, the part	nership described in and which execute	ed the foregoing instrument;
and that he/she s said partnership.		ne foregoing instrument as the duly auth	norized and binding act of
Notary Public or	Commissioner of Deed	ds	
	ACKNOWLE	OGMENT OF PRINCIPAL IF AN	<u>INDIVIDUAL</u>
State of		County of	ss:
On this	day of	, 20	before me personally
came		, vorn did depose and say that he/she resident	
to me known, wl		orn did depose and say that he/she resid	des
		, and that he/she is the inc	dividual whose name is
	within instrument and individual executed the	acknowledged to me that by his/her signification.	nature on the
Notary Public or	Commissioner of Deed	ls	
duly certified cor representative of of Attorney or of	by of Power of Attorney Principal or Surety; (c) a	or other certificate of authority where be a duly certified extract from By-Laws or ty of its agent, officer or representative w	s of the respective parties; (b) appropriate ond is executed by agent, officer or other resolutions of Surety under which Power was issued, and (d) certified copy of latest
		~~~~~~~	

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT December 2013

PAYMENT BOND (Page 1)

#### PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,
·
hereinafter referred to as the "Principal", and
· · · · · · · · · · · · · · · · · · ·
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of
(\$) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;
NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for
(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.
- (b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.
- (c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.
- (d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.
- (e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

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

CITY OF NEW YORK

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principand seals, and such of them as are corporations these presents to be signed by their proper office	have caused the	eir corporate seals to l	oe hereunto affixed and
(Seal)			_(L.S.)
		Principal	_`
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104	Bv:	·	
	<b>7</b>		

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

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

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

PAYMENT BOND (Page 4)

ACKNOWLEDGMEN	Γ OF PRINCIPAL, IF A C	ORPORATION	
State of	County of	ss:	
On this day of	hefore me	personally came	
to me known, who, being	by me duly sworn did depos	e and say that he resides at	
	that	he is the	of
corporation; that one of t	in and which executed the	foregoing instrument; that he know ument is such seal; that it was so af	s the seal of said
	Notary Public	c or Commissioner of Deeds	
ACKNOWLEDGMENT	T OF PRINCIPAL, IF A PA	ARTNERSHIP	
State of	County of	ss:	
On this day of	, before me	personally appeared	
to me known, and known	to me to be one of the memb	ers of the firm of	
	described in and wh	o executed the foregoing instru	ment; and he
acknowledged to me that	he executed the same as and	for the act and deed of said firm.	,
ACKNOWLEDGMENT	Notary Public	or Commissioner of Deeds	
State of	County of	ss:	
On this day of to me known, and known and acknowledged that he	to me to be the person desc	personally appearedribed in and who executed the fores	going instrument;
	Notary Public	or Commissioner of Deeds	
Fools overweed by			
parties: (b) appropriate du	nd should be accompanied by	y: (a) appropriate acknowledgments	of the respective
is executed by agent office	er or other representative of	Attorney or other certificate of auth Principal or Surety; (c) a duly cert	if ad autroot from
By-Laws or resolutions of	of Surety under which Power	r of Attorney or other certificate of	of authority of its
agent, officer or represent assets and liabilities of Sur	ative was issued, and (d) cer	rtified copy of latest published finar	n authority of its
	****	***	
	Affix Acknowledgments and	d Justification of Sureties.	

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT December 2013 (NO TEXT ON THIS PAGE)

#### SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the work under this contract.

In the event that a trade not listed in the classification of trades required to be used at the time of the award of the contract is in fact employed during the performance of this contract, the Contractor shall be required to obtain from the agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this contract at the price at which the contract was awarded.

CODE	CLASSIFICATION
15 42 001 15 42 002	Rigger Sign Erector
16 11 001 16 11 002 16 11 003	Gardener Tree Pruner Tree Remover
16 11 011 16 11 012 16 11 013 16 11 014 16 11 015 16 11 016 16 11 017	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 23 001 16 23 002 16 23 003 16 23 004 16 23 005 16 23 006 16 23 007	Laborer Operating Engineer (Heavy Construction-Maintenance) Junior Operating Engineer Junior Operating Engineer Junior Operating Engineer Fireman (Heavy Construction) Oiler (Heavy Construction)
16 23 051 16 23 052 16 23 053 16 23 057 16 23 058 16 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

COD	E	CLASSIFICATION
	23 061 23 062 23 063	Operating Engineer-Road & Heavy Construction Operating Engineer-Paving Operating Engineer-Concrete
	23 071 23 072 23 073 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
17	21 001	Painter (Brush & Roller)
17	31 001	Electrician
17 17 17	41 001 41 002 41 004	Bricklayer Mason Tender Cement Mason
17	42 002	Metallic Lather
17 17	51 001 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 17 17	99 001 99 002 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.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate. among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

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

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

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

EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 1 of 86 **PUBLISH DATE: 1/20/2014** 

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is Mavor's Office of Contract Services (MOCS) at web page 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 prenegotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate: or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

## Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

Wasyl Kinach, P.E. **Director of Classifications Bureau of Labor Law** 

### 220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

#### **List of Amended Classifications**

- 1. ASBESTOS HANDLER
- 2. BRICKLAYER
- 3. CARPENTER BUILDING COMMERCIAL
- 4. CEMENT & CONCRETE WORKER
- 5. CORE DRILLER
- 6. ELECTRICIAN
- 7. FLOOR COVERER
- 8. HEAT AND FROST INSULATOR
- 9. HOUSE WRECKER
- 10. IRON WORKER ORNAMENTAL
- 11. IRON WORKER STRUCTURAL
- 12. MARBLE MECHANIC
- 13. MASON TENDER
- 14. MASON TENDER (INTERIOR DEMOLITION WORKER)
- **15. MOSAIC MECHANIC**
- **16. PAINTER STRUCTURAL STEEL**
- 17. PLASTERER
- 18. PLASTERER TENDER
- 19. PLUMBER
- 20. PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
- 21. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
- 22. PLUMBER: PUMP & TANK
- 23. ROOFER
- 24. STEAMFITTER
- 25. STEAMFITTER REFRIGERATION AND AIR CONDITIONER
- **26. STONE MASON SETTER**
- 27. TILE FINISHER
- 28. TILE LAYER SETTER

ADDENDUM 1

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#### **ASBESTOS HANDLER**

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

#### **Asbestos Handler**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$35.90

Supplemental Benefit Rate per Hour: \$15.05

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$15.45

#### **Overtime**

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

Time and one half the regular rate for Sunday.

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

#### **Overtime Holidays**

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

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

## Paid Holidays

None

Easter

(Local #78 and Local #12A)

#### BLASTER

## <u>Blaster</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$38.44

## **Blaster (Hydraulic)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.17

Supplemental Benefit Rate per Hour: \$38.44

### Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.04

Supplemental Benefit Rate per Hour: \$38.44

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

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.30

Supplemental Benefit Rate per Hour: \$38.44

#### **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.32

Supplemental Benefit Rate per Hour: \$38.44

## **Blaster - Powder Carriers**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$34.66

Supplemental Benefit Rate per Hour: \$38.44

## Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.46

Supplemental Benefit Rate per Hour: \$38.44

## Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.75

Supplemental Benefit Rate per Hour: \$38.44

## Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$19.76

Supplemental Benefit Rate per Hour: \$38.44

ADDENDUM 1

EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 7 of 86 PUBLISH DATE: 1/20/2014

### Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

#### Overtime

Double time the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

#### **Paid Holidays**

None

#### Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus  $\frac{1}{2}$  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: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$49.47

Supplemental Benefit Rate per Hour: \$39.78

Supplemental Note: For time and one half overtime - \$59.08; For double overtime - \$78.37.

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

Wage Rate per Hour: \$50.45

Supplemental Benefit Rate per Hour: \$41.31

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

#### **Overtime Description**

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

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

**New Year's Day** 

**President's Day** 

**Memorial Day** 

**Independence Day** 

**Columbus Day** 

**Election Day** 

**Veteran's Day** 

**Thanksgiving Day** 

**Christmas Day** 

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

### **Paid Holidays**

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

#### **Shift Rates**

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

(Local #5)

#### BRICKLAYER

## **Bricklayer**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$46.44

EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 9 of 86 PUBLISH DATE: 1/20/2014

Supplemental Benefit Rate per Hour: \$27.53

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

#### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

weather.

### **Overtime Holidays**

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

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

#### **Paid Holidays**

None

#### **Shift Rates**

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

(Bricklayer District Council)

### **CARPENTER - BUILDING COMMERCIAL**

## **Building Commercial**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$48.08

Supplemental Benefit Rate per Hour: \$41.10

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$48.88

Supplemental Benefit Rate per Hour: \$42.70

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

## **Overtime Holidays**

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

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

Day after Thanksgiving

**Christmas Day** 

### **Paid Holidays**

None

#### **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: 7/1/2013 - 7/17/2013

Wage Rate per Hour: \$46.74

Supplemental Benefit Rate per Hour: \$42.37

Effective Period: 7/18/2013 - 6/30/2014

Wage Rate per Hour: \$46.82

Supplemental Benefit Rate per Hour: \$44.97

#### **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)

#### **CEMENT & CONCRETE WORKER**

## **Cement & Concrete Worker**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.33

Supplemental Benefit Rate per Hour: \$26.17

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

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$42.38

Supplemental Benefit Rate per Hour: \$26.17

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

### **Overtime Description**

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

#### **Overtime**

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

#### Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day

Presidential Election Day
Thanksgiving Day
Christmas Day

#### **Paid Holidays**

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

#### **Shift Rates**

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

(Cement Concrete Workers District Council)

#### **CEMENT MASON**

### **Cement Mason**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$39.05

Supplemental Note: Overtime supplemental benefit rate per hour: \$57.55

## **Overtime Description**

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

#### **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

#### Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

#### **Shift Rates**

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

#### CORE DRILLER

### **Core Driller**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$35.44

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$21.69

## **Core Driller Helper**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$21.69

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

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$21.69

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

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$21.69

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

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.02

ADDENDUM 1

EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 14 of 86

**PUBLISH DATE: 1/20/2014** 

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

### **Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Paid Holidays**

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

#### **Shift Rates**

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

(Carpenters District Council)

#### **DERRICKPERSON AND RIGGER**

## **Derrick Person & Rigger**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.00

Supplemental Benefit Rate per Hour: \$46.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and

Queens. \$47.49 - For work performed in Staten Island.

## <u>Derrick Person & Rigger - Site Work</u>

For site work where no rigging is involved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.00

ADDENDUM 1 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 15 of 86

**PUBLISH DATE: 1/20/2014** 

Supplemental Benefit Rate per Hour: \$31.32

### **Overtime Description**

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

#### **Overtime**

Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

### Paid Holidays

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

(Local #197)

#### DIVER

## Diver (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.40

Supplemental Benefit Rate per Hour: \$44.97

## **Diver Tender (Marine)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.05

Supplemental Benefit Rate per Hour: \$44.97

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

## **Overtime Holidays**

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

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

#### **Paid Holidays**

None

#### **Shift Rates**

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

(Carpenters District Council)

#### **DOCKBUILDER - PILE DRIVER**

## **Dockbuilder - Pile Driver**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.82

Supplemental Benefit Rate per Hour: \$44.97

#### **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 - Automobile Chauffeur (Dump Truck)</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.11

Supplemental Benefit Rate per Hour: \$40.20

## **Driver - Heavy Equipment Trailer Driver**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.61

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$57.16; for double time overtime Wage Rate - \$76.21

### **<u>Driver - Euclid & Turnapull Operator</u>**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.67

Supplemental Benefit Rate per Hour: \$40.20

## **Driver - Six Wheeler(3 Axle) Tractors & Trailers**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.11

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

### **Driver - Boom Truck**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.36

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

#### **Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

#### **Paid Holidays**

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

## **Driver - Redi-Mix Driver (Sand & Gravel)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$37.27

### **Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s). New Year's Day **Memorial Day** Independence Day **Labor Day** Thanksgiving Day **Christmas Day** 

#### Paid Holidays

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

(Local #282)

#### **ELECTRICIAN**

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

## Electrician "A" (Regular Day)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

## Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

## **Electrician "A" (Day Shift)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

## Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

## Electrician "A" (Swing Shift)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$61.01

Supplemental Benefit Rate per Hour: \$52.47

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$62.19

Supplemental Benefit Rate per Hour: \$54.07

## Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$91.52

Supplemental Benefit Rate per Hour: \$56.30

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$93.29

Supplemental Benefit Rate per Hour: \$57.97

## **Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$68.34

Supplemental Benefit Rate per Hour: \$57.83

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$69.66

Supplemental Benefit Rate per Hour: \$59.59

## Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2013 - 5/13/2014 Wage Rate per Hour: \$102.51

Supplemental Benefit Rate per Hour: \$62.11

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$104.49

Supplemental Benefit Rate per Hour: \$63.96

### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

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

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$22.86 effective 1/20/2014 and \$23.63 effective 5/14/2014.

## 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: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$19.56

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$25.80 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.21 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.00

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$17.30

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50 First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

## 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: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$39.75

Supplemental Benefit Rate per Hour: \$21.23

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$38.70 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.83 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.00 First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.68

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$21.01

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75 First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

#### **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 only after 8 hours worked in a day

### **Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day,

President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

### **Paid Holidays**

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

#### Shift Rates

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

#### **Vacation**

At least 1 year of employment	ten (10) davs
5 years or more of employment	
10 years of employment	
,	and the second s

Plus one Personal Day per year

Sick Days: One day per Year

(Local #3)

### **ELECTRICIAN-STREET LIGHTING WORKER**

### Electrician - Electro Pole Electrician

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$47.90

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$49.34

### Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$39.42

Supplemental Benefit Rate per Hour: \$36.46

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$40.18

Supplemental Benefit Rate per Hour: \$37.73

### Electrician - Electro Pole Maintainer

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$33.75

Supplemental Benefit Rate per Hour: \$32.83

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$34.40

Supplemental Benefit Rate per Hour: \$34.00

### **Overtime Description**

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

## **Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

(Local #3)

### **ELEVATOR CONSTRUCTOR**

### **Elevator Constructor**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.01

Supplemental Benefit Rate per Hour: \$34.48

## Overtime Description

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

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

#### **Overtime**

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

### **Paid Holidays**

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

#### Vacation

ADDENDUM 1 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 26 of 86 PUBLISH DATE: 1/20/2014

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.14

Supplemental Benefit Rate per Hour: \$33.02

### **Overtime Description**

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

### **Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### **Paid Holidays**

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

#### **Shift Rates**

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

#### **Vacation**

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

(Local #1)

#### **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).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$97.68

### **Engineer - Heavy Construction Operating Engineer II**

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.24

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.78

# **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

## **Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except

River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

## **Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

## **Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$62.56

# **Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

# **Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

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## **Engineer - Heavy Construction Oilers II**

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

## **Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

### **Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.43

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.49

# **Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.84

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$65.34

### Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

#### Overtime

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

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

### Paid Holidays

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

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

### **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$54.04

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

## **Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.10

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

## **Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$51.40

ADDENDUM 1

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

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### **Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.31

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

### **Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

### Paid Holidays

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

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

#### Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

## **ENGINEER - CITY SURVEYOR AND CONSULTANT**

## Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

## **Instrument Person**

Effective Period: 7/1/2013 - 6/30/2014

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Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$17.65

### Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$17.65

### **Overtime Description**

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### **Paid Holidays**

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

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

(Operating Engineer Local #15-D)

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

## Field Engineer - BC Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$55.40

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

### Field Engineer - BC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.10

ADDENDUM 1

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

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## Field Engineer - BC Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.96

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

### **Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### **Paid Holidays**

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

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

(Operating Engineer Local #15-D)

# **ENGINEER - FIELD (HEAVY CONSTRUCTION)**

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

# Field Engineer - HC Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

# Field Engineer - HC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

# <u>Field Engineer - HC Rodperson</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### **Overtime Description**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### **Paid Holidays**

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

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

(Operating Engineer Local #15-D)

## **ENGINEER - FIELD (STEEL ERECTION)**

## Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.50

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

# Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.53

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

## Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.43

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

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### **Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

#### **Overtime**

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

Double time the regular rate for Sunday.

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

### **Paid Holidays**

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

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

(Operating Engineer Local #15-D)

### **ENGINEER - OPERATING**

# **Operating Engineer - Road & Heavy Construction I**

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

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$67.70

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$108.32

# Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.10

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: 51.75 overtime hours

Shift Wage Rate: \$112.16

# **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

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Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$72.34

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$115.74

## **Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.63

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$113.01

## Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$69.23

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$110.77

# Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

# **Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.08

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$84.93

# Operating Engineer - Road & Heavy Construction VIII

**Utility Compressors** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$51.93

## **Operating Engineer - Road & Heavy Construction IX**

**Horizontal Boring Rig** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$100.05

## Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.46

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$91.94

# **Operating Engineer - Road & Heavy Construction XI**

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$71.41

# **Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$66.45

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$106.32

## Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$64.34

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.94

## **Operating Engineer - Road & Heavy Construction XIV**

**Concrete Mixer** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$61.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$98.45

## 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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.44

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.30

# **Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.74

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$93.98

## **Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.21

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$94.74

# **Operating Engineer - Road & Heavy Construction XVIII**

**Tower Crane** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$85.00

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$136.00

## **Operating Engineer - Paving I**

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

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

## **Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$64.04

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.46

# Operating Engineer - Paving III

**Asphalt Plants** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$54.17

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$86.67

# **Operating Engineer - Concrete I**

**Cranes** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.32

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

# **Operating Engineer - Concrete II**

### Compressors

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.76

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

### **Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.16

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

### Operating Engineer - Steel Erection I

**Three Drum Derricks** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$73.37

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$117.39

## **Operating Engineer - Steel Erection II**

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

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.50

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$112.80

# **Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.84

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.94

# **Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

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Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.85

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$63.76

### Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.82

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.28

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## **Operating Engineer - Building Work III**

**Double Drum** 

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$65.83

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

# **Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$69.74

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$64.26

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Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

### **Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

## **Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

### **Paid Holidays**

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

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

#### Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

### **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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$46.15

Supplemental Benefit Rate per Hour: \$38.50

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$48.88

Supplemental Benefit Rate per Hour: \$42.70

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

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

### **Shift Rates**

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

(Carpenters District Council)

### **GLAZIER**

(New Construction, Remodeling, and Alteration)

### **Glazier**

Effective Period: 7/1/2013 - 10/31/2013

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$33.24

Supplemental Note: Supplemental Benefit Overtime Rate: \$41.24

Effective Period: 11/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$34.09

Supplemental Note: Supplemental Benefit Overtime Rate: \$42.59

### **Overtime Description**

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

#### **Overtime**

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

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

### Paid Holidays

None

#### Shift Rates

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

(Local #1281)

### **GLAZIER - REPAIR & MAINTENANCE**

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

### Craft Jurisdiction for repair, maintenance and fabrication

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

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

#### Overtime

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

Double time the regular rate for Sunday.

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

### **Paid Holidays**

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

(Local #1281)

### **HEAT AND FROST INSULATOR**

## **Heat & Frost Insulator**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$56.48

Supplemental Benefit Rate per Hour: \$33.31

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$56.98

Supplemental Benefit Rate per Hour: \$34.81

### **Overtime Description**

Double time shall be paid for supplemental benefits during overtime work. 8th hour paid at time and one half.

#### **Overtime**

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

## **Paid Holidays**

None

#### Shift Rates

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

(Local #12)

# HOUSE WRECKER (TOTAL DEMOLITION)

# **House Wrecker - Tier A**

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

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$34.01

Supplemental Benefit Rate per Hour: \$25.14

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$34.51

Supplemental Benefit Rate per Hour: \$25.59

### **House Wrecker - Tier B**

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

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.75

Supplemental Benefit Rate per Hour: \$18.62

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$24.02

Supplemental Benefit Rate per Hour: \$19.12

### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

### **Paid Holidays**

None

(Mason Tenders District Council)

### **IRON WORKER - ORNAMENTAL**

## Iron Worker - Ornamental

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.30

Supplemental Benefit Rate per Hour: \$43.54

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in

effect.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$42.70

Supplemental Benefit Rate per Hour: \$44.57

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**

## <u> Iron Worker - Structural</u>

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$46.75

Supplemental Benefit Rate per Hour: \$62.48

ADDENDUM 1

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Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.25

Supplemental Benefit Rate per Hour: \$64.43

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in

effect.

### **Overtime Description**

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

### **Paid Holidays**

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

#### Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

### **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.25

Supplemental Benefit Rate per Hour: \$33.25

#### **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). New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

## **Paid Holidays**

Labor Day Thanksgiving Day

#### Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7  $\frac{1}{2}$ ), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

### **LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

# Landscaper (Above 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$24.25

Supplemental Benefit Rate per Hour: \$12.30

ADDENDUM 1

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## Landscaper (3 - 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$23.25

Supplemental Benefit Rate per Hour: \$12.30

## Landscaper (up to 3 years experience)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$12.30

### **Groundperson**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$12.30

### Tree Remover / Pruner

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$29.25

Supplemental Benefit Rate per Hour: \$12.30

## Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$19.25

Supplemental Benefit Rate per Hour: \$12.30

## Watering - Plant Maintainer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.25

Supplemental Benefit Rate per Hour: \$12.30

## **Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

#### **Overtime**

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

# Paid Holidays

New Year's Day Memorial Day

Independence Day Labor Day Thanksgiving Day Christmas Day

### **Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

### MARBLE MECHANIC

### Marble Setter

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$49.19

Supplemental Benefit Rate per Hour: \$32.24

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$50.57

Supplemental Benefit Rate per Hour: \$33.82

### **Marble Finisher**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$39.05

Supplemental Benefit Rate per Hour: \$31.43

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$39.71

Supplemental Benefit Rate per Hour: \$33.10

### **Marble Polisher**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$34.73

Supplemental Benefit Rate per Hour: \$24.60

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$35.64

Supplemental Benefit Rate per Hour: \$25.64

### **Overtime Description**

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

### **Overtime**

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

### **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

(Local #7)

### **MASON TENDER**

## Mason Tender

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day 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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$34.07

Supplemental Benefit Rate per Hour: \$19.77

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$34.59

Supplemental Benefit Rate per Hour: \$20.75

## **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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.27

Supplemental Benefit Rate per Hour: \$14.08

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$23.78

Supplemental Benefit Rate per Hour: \$15.07

#### **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.43

Supplemental Benefit Rate per Hour: \$40.15

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

### **Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

#### **Overtime**

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

### **Overtime Holidays**

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

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

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

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

### Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

### **MILLWRIGHT**

### Millwright

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$47.69

Supplemental Benefit Rate per Hour: \$48.87

### **Overtime**

weather.

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

## **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

## **Paid Holidays**

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

#### Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

#### **MOSAIC MECHANIC**

## Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$44.39

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$44.64

Supplemental Benefit Rate per Hour: \$35.83

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.80 per hour.

### <u> Mosaic Mechanic - Mosaic & Terrazzo Finisher</u>

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.78

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$43.03

Supplemental Benefit Rate per Hour: \$35.82

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 per hour.

## Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.78

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$43.03

Supplemental Benefit Rate per Hour: \$35.82

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 per hour.

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day

Washington's Birthday

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

### **Paid Holidays**

None

(Local #7)

#### **PAINTER**

## Painter - Brush & Roller

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$37.50

Supplemental Benefit Rate per Hour: \$25.62 Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$26.12 Supplemental Note: \$30.75 on overtime

## Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$25.62 Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.12 Supplemental Note: \$30.75 on overtime

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s). New Year's Day
President's Day

Memorial Day Independence Day Labor Day Columbus Day Thanksgiving Day Christmas Day

#### **Paid Holidays**

None

(District Council of Painters #9)

#### **PAINTER - SIGN**

### <u>Designer</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

## <u>Journeyperson</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

#### **Overtime**

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

#### Paid Holidays

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

#### Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

#### **PAINTER - STRIPER**

### Striper (paint)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.50

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

### **Lineperson (thermoplastic)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$37.50

Supplemental Benefit Rate per Hour: \$11.62

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

#### **Overtime**

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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

## **Paid Holidays**

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

#### Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

#### 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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$32.08

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$33.58

#### **Painter - Power Tool**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$32.08

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$33.58

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### Paid Holidays

None

#### Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

#### **PAPERHANGER**

#### **Paperhanger**

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving

Paid Holidays

None

#### **Shift Rates**

**Christmas Day** 

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.54

Supplemental Benefit Rate per Hour: \$33.55

<u> Paver & Roadbuilder - Laborer</u>

**ADDENDUM 1** 

EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 63 of 86 PUBLISH DATE: 1/20/2014

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.67

Supplemental Benefit Rate per Hour: \$33.55

### <u>Production Paver & Roadbuilder - Screed Person</u>

(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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.12

Supplemental Benefit Rate per Hour: \$33.55

### Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.61

Supplemental Benefit Rate per Hour: \$33.55

#### **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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.32

Supplemental Benefit Rate per Hour: \$33.55

#### **Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

#### Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

## **Paid Holidays**

**Memorial Day** 

Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day

#### **Shift Rates**

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7  $\frac{1}{2}$ ) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 20% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

#### **PLASTERER**

### **Plasterer**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$41.13

Supplemental Benefit Rate per Hour: \$24.95

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$41.78

Supplemental Benefit Rate per Hour: \$27.95

#### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

#### Overtime Holidays

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

**New Year's Day** 

Martin Luther King Jr. Day

President's Day

**Good Friday** 

Memorial Day

Independence Day

**Labor Day** 

**Columbus Day** 

**Presidential Election Day** 

Thanksgiving Day

**Christmas Day** 

## **Paid Holidays**

None

#### **Shift Rates**

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

#### **PLASTERER - TENDER**

#### Plasterer - Tender

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

## **Paid Holidays**

None

#### **Shift Rates**

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

#### **PLUMBER**

### **Plumber**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$52.36

Supplemental Benefit Rate per Hour: \$37.34

Supplemental Note: Overtime supplemental benefit rate per hour: \$74.40

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$64.87

Supplemental Benefit Rate per Hour: \$25.18

Supplemental Note: Overtime supplemental benefit rate per hour: \$50.08

### **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.)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$33.46

Supplemental Benefit Rate per Hour: \$16.93

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$38.27

Supplemental Benefit Rate per Hour: \$12.84

#### **Overtime**

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

#### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

#### **Paid Holidays**

None

(Plumbers Local # 1)

## PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$37.11

Supplemental Benefit Rate per Hour: \$25.56

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$44.91

Supplemental Benefit Rate per Hour: \$18.37

#### **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 (Installation and Maintenance)

## Plumber - Pump & Tank

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$53.01

Supplemental Benefit Rate per Hour: \$31.86

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

#### **Overtime**

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

## **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

#### **Shift Rates**

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

## POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

## Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

#### **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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$27.37

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$40.00

Supplemental Benefit Rate per Hour: \$27.87

#### **Overtime**

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

#### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

## **Paid Holidays**

None

#### **Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

## SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

### Sandblaster / Steamblaster

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

#### **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 Saturday.

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

weather.

### Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day Christmas Day

## **Paid Holidays**

None

#### Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

#### SHEET METAL WORKER

## Sheet Metal Worker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.96

Supplemental Benefit Rate per Hour: \$43.19

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

## **Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2013 - 6/30/2014 Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

#### **Sheet Metal Worker - Fan Maintenance**

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.77

Supplemental Benefit Rate per Hour: \$43.19

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

### Paid Holidays

None

#### **Shift Rates**

**Christmas Day** 

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journeyperson engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

## SHEET METAL WORKER - SPECIALTY (Decking & Siding)

### **Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2013 - 7/31/2013

Wage Rate per Hour: \$41.28

Supplemental Benefit Rate per Hour: \$22.88

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 8/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$23.38

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

#### **Paid Holidays**

None

(Local #28)

#### SIGN ERECTOR

(Sheet Metal, Plastic, Electric, and Neon)

## Sign Erector

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.80

Supplemental Benefit Rate per Hour: \$42.17

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PUBLISH DATE: 1/20/2014

#### **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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$50.54

Supplemental Note: Overtime supplemental benefit rate: \$100.34

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

#### **Overtime**

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

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day President's Day Memorial Day

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

#### **Paid Holidays**

None

#### **Shift Rates**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

### Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$50.54

Supplemental Note: Overtime supplemental benefit rate: \$100.34

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

#### Overtime

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

#### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

#### **Shift Rates**

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

**Local #638** 

## STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

### Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$38.05

Supplemental Benefit Rate per Hour: \$12.26

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76

## Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$31.26

Supplemental Benefit Rate per Hour: \$11.13

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$31.47

Supplemental Benefit Rate per Hour: \$11.55

## Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.90

Supplemental Benefit Rate per Hour: \$10.16

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$26.07

Supplemental Benefit Rate per Hour: \$10.52

### Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$22.23

Supplemental Benefit Rate per Hour: \$9.44

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$22.38

Supplemental Benefit Rate per Hour: \$9.76

## Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$18.44

Supplemental Benefit Rate per Hour: \$8.78

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$18.56

Supplemental Benefit Rate per Hour: \$9.06

## Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$13.48

Supplemental Benefit Rate per Hour: \$8.10

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$13.57

Supplemental Benefit Rate per Hour: \$8.30

#### Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day Independence Day Labor Day Veteran's Day Thanksgiving Day

#### **Christmas Day**

Double time and one half the regular rate for work on the following holiday(s). Martin Luther King Jr. Day President's Day Memorial Day Columbus Day

#### Paid Holidays

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

(Local #638B)

#### STONE MASON - SETTER

### **Stone Mason - Setters**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$47.72

Supplemental Benefit Rate per Hour: \$35.28

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$46.56

Supplemental Benefit Rate per Hour: \$36.40

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### Paid Holidays

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

#### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

#### **TAPER**

### **Drywall Taper**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$44.32

Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 1/1/2014 - 6/24/2014

Wage Rate per Hour: \$44.82

Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 6/25/2014 - 6/30/2014

Wage Rate per Hour: \$45.32

Supplemental Benefit Rate per Hour: \$21.66

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

#### **Shift Rates**

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

## TELECOMMUNICATION WORKER (Voice Installation Only)

#### **Telecommunication Worker**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.94

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island

only.

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day

## **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

(C.W.A.)

#### **TILE FINISHER**

## Tile Finisher

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$38.49

Supplemental Benefit Rate per Hour: \$27.40

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$38.80

Supplemental Benefit Rate per Hour: \$28.03

#### Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

#### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1½) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

#### **TILE LAYER - SETTER**

### Tile Layer - Setter

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$31.44

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$49.25

Supplemental Benefit Rate per Hour: \$31.82

#### **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 (11/4) 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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.63

Supplemental Benefit Rate per Hour: \$44.54

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

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

#### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

#### Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

#### **TUNNEL WORKER**

## Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

## **Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

## **Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

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Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

## <u>Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

## Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.92

## **Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.94

Supplemental Benefit Rate per Hour: \$42.55

## **Blasters (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$51.72

Supplemental Benefit Rate per Hour: \$46.03

## **Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$49.48

Supplemental Benefit Rate per Hour: \$44.06

## **All Others (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.73

Supplemental Benefit Rate per Hour: \$40.75

## **Microtunneling (Free Air Rates)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.58

Supplemental Benefit Rate per Hour: \$35.25

## **Overtime Description**

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

### **Paid Holidays**

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

(Local #147)

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

## OFFICE OF THE COMPTROLLER

## CITY OF NEW YORK

## 220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

## **APPENDIX**

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

# APPRENTICESHIP SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

## **List of Amended Classifications**

- 1. ASBESTOS HANDLER
- 2. BRICKLAYER
- 3. FLOOR COVERER
- 4. HOUSE WRECKER
- 5. IRONWORKER ORNAMENTAL
- 6. IRON WORKER STRUCTURAL
- 7. MASON TENDER
- 8. PLASTERER
- 9. PLUMBER

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## **ASBESTOS HANDLER**

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

## **Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 78% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 - Supplemental Benefits Per Hour: 15.45

## <u>Asbestos Handler (Second 1000 Hours)</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

## <u> Asbestos Handler (Third 1000 Hours)</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 83% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 - Supplemental Benefits Per Hour: 15.45

## **Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 89% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.05

Effective 1/20/2014 - Supplemental Benefits Per Hour: 15.45

(Local #78)

#### **BOILERMAKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## **Boilermaker (First Year)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$28.75

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

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$29.74

## Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.33

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

Wage Rate Per Hour: 75% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.40

### Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$31.91

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

Wage Rate Per Hour: 75% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$33.05

### **Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 80% of Journeyperson's rat Supplemental Benefit Rate Per Hour: \$33.49

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

Wage Rate Per Hour: 80% of Journeyperson's rat Supplemental Benefit Rate Per Hour: \$34.69

## **Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 85% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$35.05

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

Wage Rate Per Hour: 85% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$36.34

## Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 90% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$36.63

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

Wage Rate Per Hour: 90% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$38.00

## Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$38.19

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

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

#### **BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## **Bricklayer (First 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

Effective 1/20/2014 - Supplemental Benefits Per Hour: 17.10

## **Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.60

Effective 1/20/2014 - Supplemental Benefits Per Hour: 17.10

## **Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

Effective 1/20/2014 - Supplemental Benefits Per Hour: 17.10

## **Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

Effective 1/20/2014 - Supplemental Benefits Per Hour: 17.10

## **Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

Effective 1/20/2014 - Supplemental Benefits Per Hour: 17.10

### **Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 95% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

Effective 1/20/2014 - Supplemental Benefits Per Hour: 17.10

(Bricklayer District Council)

#### **CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Carpenter (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.29

## Carpenter (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.29

## **Carpenter (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.29

## **Carpenter (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

#### **CEMENT MASON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### **Cement Mason (First Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

#### **Cement Mason (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

#### Cement Mason (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

#### CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.04

## Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.87

## Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$24.25

## Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2013 - 6/30/2014

ADDENDUM 1

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PUBLISH DATE: 1/20/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

## **DERRICKPERSON & RIGGER (STONE)**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

#### **Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

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Supplemental Benefit Rate Per Hour: \$30.29

### Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.29

#### Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.29

#### Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

#### **ELECTRICIAN**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Electrician (First Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$10.86
Overtime Supplemental Rate per Hour: \$11.68

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.10
Overtime Supplemental Rate per Hour: \$11.93

## **Electrician (First Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$11.37
Overtime Supplemental Rate per Hour: \$12.26

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$11.62
Overtime Supplemental Rate per Hour: \$12.51

#### **Electrician (Second Term: 0-6 Months)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$11.88

Overtime Supplemental Rate per Hour: \$12.83

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$12.13

Overtime Supplemental Rate per Hour: \$13.08

#### **Electrician (Second Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$12.39
Overtime Supplemental Rate per Hour: \$13.41

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$12.64
Overtime Supplemental Rate per Hour: \$13.66

## **Electrician (Third Term: 0-6 Months)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$12.90
Overtime Supplemental Rate per Hour: \$13.98

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$13.15
Overtime Supplemental Rate per Hour: \$14.23

## **Electrician (Third Term: 7-12 Months)**

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$17.50

Supplemental Benefit Rate per Hour: \$13.40
Overtime Supplemental Rate per Hour: \$14.56

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$17.50

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Supplemental Benefit Rate per Hour: \$13.65

Overtime Supplemental Rate per Hour: \$14.81

### Electrician (Fourth Term: 0-6 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$13.91
Overtime Supplemental Rate per Hour: \$15.13

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate per Hour: \$15.38

#### Electrician (Fourth Term: 7-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$20.25

Supplemental Benefit Rate per Hour: \$14.80 Overtime Supplemental Rate per Hour: \$16.14

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$20.50

Supplemental Benefit Rate per Hour: \$15.18
Overtime Supplemental Rate per Hour: \$16.53

## Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$17.30 Overtime Supplemental Rate per Hour: \$18.68

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.06 Overtime Supplemental Rate per Hour: \$19.47

## Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$19.56
Overtime Supplemental Rate per Hour: \$21.23

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32 Overtime Supplemental Rate per Hour: \$22.01

### Electrician (Fourth Term: 0-6 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.10

Supplemental Benefit Rate per Hour: \$15.74
Overtime Supplemental Rate per Hour: \$17.20

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.10

Supplemental Benefit Rate per Hour: \$15.99
Overtime Supplemental Rate per Hour: \$17.45

#### Electrician (Fourth Term: 7-12 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$23.95

Supplemental Benefit Rate per Hour: \$16.69
Overtime Supplemental Rate per Hour: \$18.26

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$24.20

Supplemental Benefit Rate per Hour: \$17.06

Overtime Supplemental Rate per Hour: \$18.66

## Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$25.80

Supplemental Benefit Rate per Hour: \$19.21
Overtime Supplemental Rate per Hour: \$20.83

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$26.30

Supplemental Benefit Rate per Hour: \$19.96
Overtime Supplemental Rate per Hour: \$21.61

#### **Overtime Description**

Overtime Wage paid at time and one half the regular rate For "A" rated Apprentices (work in excess of 7 hours per day) For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

## **ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

#### **Elevator (Constructor) - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.87

#### **Elevator (Constructor) - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.92

### **Elevator (Constructor) - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.38

### Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.84

(Local #1)

#### **ELEVATOR REPAIR & MAINTENANCE**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

## **Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$26.79

## **Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$27.12

## **Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

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Supplemental Benefit Per Hour: \$28.43

## Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$29.74

(Local #1)

#### **ENGINEER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

### **Engineer - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.49

Supplemental Benefit Rate per Hour: \$20.68

## **Engineer - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$20.68

## **Engineer - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.92

Supplemental Benefit Rate per Hour: \$20.68

## **Engineer - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.73

Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

#### **ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

#### **Operating Engineer - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

#### **Operating Engineer - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

#### Operating Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

(Local #14)

#### **FLOOR COVERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Floor Coverer (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.75

Effective 1/20/2014 - Supplemental Benefits Per Hour: 29.55

## Floor Coverer (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.75

Effective 1/20/2014 - Supplemental Benefits Per Hour: 29.55

## Floor Coverer (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.75

Effective 1/20/2014 - Supplemental Benefits Per Hour: 29.55

#### Floor Coverer (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.75

Effective 1/20/2014 - Supplemental Benefits Per Hour: 29.55

(Carpenters District Council)

#### **GLAZIER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### **Glazier (First Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

**Supplemental Rate Per Hour: \$11.97** 

#### **Glazier (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.13

#### Glazier (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$23.54

## Glazier (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.34

(Local #1281)

## **HEAT & FROST INSULATOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

#### **Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

#### **Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

### Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

#### **Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.52

Supplemental Benefit Rate per Hour: \$16.60

## House Wrecker - Second Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$21.46

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$21.67

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Supplemental Benefit Rate per Hour: \$16.60

## **House Wrecker - Third Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$23.27

Supplemental Benefit Rate per Hour: \$16.60

#### House Wrecker - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.83

Supplemental Benefit Rate per Hour: \$16.60

(Local #79)

#### **IRON WORKER - ORNAMENTAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.78

## Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.75

## <u>Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.72

### Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$39.66

#### Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 85% of Journeyperson's rate

Supplemental Rate Per Hour: \$40.63

#### <u>Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 95% of Journeyperson's rate

Supplemental Rate Per Hour: \$42.57

### <u>Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.84

Effective 1/20/2014 - Supplemental Benefits Per Hour: 34.55

#### Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.81

Effective 1/20/2014 - Supplemental Benefits Per Hour: 35.55

## <u>Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.78

Effective 1/20/2014 - Supplemental Benefits Per Hour: 36.55

## <u>Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.72

Effective 1/20/2014 - Supplemental Benefits Per Hour: 38.56

## Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$39.66

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Effective 1/20/2014 - Supplemental Benefits Per Hour: 40.56

(Local #580)

### **IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

### Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$24.48

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$24.73

Supplemental Benefit Rate per Hour: \$45.07

#### Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.08

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.33

Supplemental Benefit Rate per Hour: \$45.07

## Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.68

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.93

Supplemental Benefit Rate per Hour: \$45.07

(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: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.25

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.25

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.25

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.25

(Local #731)

#### **MARBLE MECHANICS**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

#### **Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

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## Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

## Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

#### **Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

#### **Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

#### **Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

## Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

## Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

## Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.63

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.79

Supplemental Benefit Rate per Hour: \$17.58

#### **Mason Tender - Second Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$21.73

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$21.94

Supplemental Benefit Rate per Hour: \$17.58

#### **Mason Tender - Third Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.33

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$23.59

Supplemental Benefit Rate per Hour: \$17.58

#### **Mason Tender - Fourth Year**

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.93

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$26.25

Supplemental Benefit Rate per Hour: \$17.58

#### **METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$22.79

#### Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.71

Supplemental Benefit Rate per Hour: \$24.44

### Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$25.59

## Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

## Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.81

Supplemental Benefit Rate per Hour: \$19.85

## Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

#### **MILLWRIGHT**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

#### Millwright (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.23

Supplemental Benefit Rate per Hour: \$31.51

## Millwright (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$34.77

#### Millwright (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.77

Supplemental Benefit Rate per Hour: \$39.19

## Millwright (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.30

Supplemental Benefit Rate per Hour: \$44.63

(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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.19

Supplemental Benefit Rate per Hour: \$16.20

## Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

ADDENDUM 1 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 26 of 38

**PUBLISH DATE: 1/20/2014** 

Wage Rate per Hour: \$27.77

Supplemental Benefit Rate per Hour: \$16,20

(Local #1010)

#### **PAINTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Painter - Brush & Roller - First Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$11.38

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

## Painter - Brush & Roller - Second Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$18.75

Supplemental Benefit Rate per Hour: \$15.23

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

## Painter - Brush & Roller - Third Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.14

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

## Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$23.52

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

### **PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Painters - Structural Steel (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

## Painters - Structural Steel (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

## Painters - Structural Steel (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$12.76

Effective 1/20/2014 - Supplemental Benefits Per Hour: 15.76

## Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$13.24

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Effective 1/20/2014 - Supplemental Benefits Per Hour: 16.24

#### Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.21

Effective 1/20/2014 - Supplemental Benefits Per Hour: 18.21

#### Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.29

Effective 1/20/2014 - Supplemental Benefits Per Hour: 19.29

#### Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.46

Effective 1/20/2014 - Supplemental Benefits Per Hour: 21.46

#### Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.54

Effective 1/20/2014 - Supplemental Benefits Per Hour: 22.54

(Local #530)

#### **PLUMBER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Plumber - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

## Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

ADDENDUM 1 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 29 of 38

**PUBLISH DATE: 1/20/2014** 

#### Plumber - Second Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$18.26

Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$23.67

Supplemental Benefit Rate per Hour: \$11.16

#### Plumber - Third Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.36

Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.77

Supplemental Benefit Rate per Hour: \$11.16

#### Plumber - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.21

Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$28.62

Supplemental Benefit Rate per Hour: \$11.16

## Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$24.61

Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$30.02

Supplemental Benefit Rate per Hour: \$11.16

### <u>Plumber - Fifth Year: 2nd Six Months</u>

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$36.68

Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$42.09

Supplemental Benefit Rate per Hour: \$11.16

(Plumbers Local #1)

# POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.00

Supplemental Benefit Rate per Hour: \$3.64

## Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$8.59

## Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.23

Supplemental Benefit Rate per Hour: \$11.34

## Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$11.34

(Bricklayer District Council)

#### **ROOFER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

## Roofer - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

#### Roofer - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

#### **Roofer - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

#### Roofer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

#### SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## **Sheet Metal Worker - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 30% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.37

## Sheet Metal Worker - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.24

## **Sheet Metal Worker - Third Year (1st Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$20.06

## **Sheet Metal Worker - Third Year (2nd Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

ADDENDUM 1

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.87

## **Sheet Metal Worker - Fourth Year (1st Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$23.69

## **Sheet Metal Worker - Fourth Year (2nd Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.33

## **Sheet Metal Worker - Fifth Year (1st Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.47

## **Sheet Metal Worker - Fifth Year(2nd Six Months)**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.23

(Local #28)

#### SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$5.96

## Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$6.75

## Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$7.55

## Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$8.34

## Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$9.13

## Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$9.92

## Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$10.72

## Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$11.51

## Sign Erector - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$12.30

## Sign Erector - Sixth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$12.30

(Local #137)

#### **STEAMFITTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### **Steamfitter - First Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

## **Steamfitter - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

#### Steamfitter - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

#### Steamfitter - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

#### Steamfitter - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

## Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

## Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

## <u> Drywall Taper - Second Year</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

## **Drywall Taper - Third Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

#### **TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

#### Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

#### Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

#### <u>Tile Layer - Setter - Third 750 Hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

#### <u>Tile Layer - Setter - Fourth 750 Hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

#### <u>Tile Layer - Setter - Fifth 750 Hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

### <u> Tile Layer - Setter - Sixth 750 Hours</u>

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

#### **TIMBERPERSON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

### Timberperson - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.04

## **Timberperson - Second Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.04

#### Timberperson - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.04

## **Timberperson - Fourth Year**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.04

(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.

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 chedule 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

PUBLISH DATE: 7/1/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014 Page 2 of 8

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## **BUILDING CLEANER AND MAINTAINER (OFFICE)**

For the above building service classification, see the Labor Law Section 230 Schedule.						
BUILDING CLEANER	R AND MAINTAINE	R (RESIDE	INTIAL)			

For the above building service classification, see the Labor Law Section 230 Schedule.

## **CLEANER (PARKING GARAGE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

#### DAY CARE SERVICES

### **Day Care Services**

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00 Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

#### FOOD SERVICE EMPLOYEES

### Cook

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$15.62

Supplemental Benefit Rate per Hour: \$1.72

## Cafeteria Attendant

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.48

Supplemental Benefit Rate per Hour: \$1.72

### **Counter Attendant**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$9.95

Supplemental Benefit Rate per Hour: \$1.72

## Kitchen Helper / Dishwasher

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$9.60

Supplemental Benefit Rate per Hour: \$1.72

#### **Overtime**

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

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

#### GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

#### **HEAD START SERVICES**

## **Head Start Services**

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

#### OFFICE OF THE COMPTROLLER, CITY OF NEW YORK §6-109 PREVAILING WAGE SCHEDULE

#### 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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

## **SECURITY GUARD (ARMED)**

For the above building service classification, see the Labor Law Section 230 Schedule.

## **SECURITY GUARD (UNARMED)**

For the above building service classification, see the Labor Law Section 230 Schedule.

#### SERVICES TO PERSONS WITH CEREBRAL PALSY

## Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

### OFFICE OF THE COMPTROLLER, CITY OF NEW YORK §6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.83

Supplemental Benefit Rate per Hour: None

## **Cashier**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

## Clerk (various)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.86

Supplemental Benefit Rate per Hour: None

## **Computer Assistant**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$21.23

Supplemental Benefit Rate per Hour: None

## **Data Entry Operator**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$16.21

Supplemental Benefit Rate per Hour: None

## Receptionist

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$14.88

Supplemental Benefit Rate per Hour: None

## Secretary (various)

#### OFFICE OF THE COMPTROLLER, CITY OF NEW YORK §6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$18.66

Supplemental Benefit Rate per Hour: None

## **Word Processor**

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: None

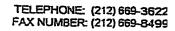
### **Overtime**

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

ALAN G. HEVESI COMPTROLLER

## **MEMORANDUM**

November 6, 2000

To

Agency Chief Contracting Officers

From:

Leonard A. Mancusi

Re:

Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest-that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

·LAM:er ACCO.SECURITY AT SITES



## INFRASTRUCTURE DIVISION BUREAU OF DESIGN

## **VOLUME 2 OF 3**

	Contractor.
Dated	, 20
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY	Ĭ
Ac	cting Corporation Counsel
Dated	, 20



## INFRASTRUCTURE DIVISION BUREAU OF DESIGN

## **VOLUME 2 OF 3**

	Contractor.
Dated	
APPROVED AS TO FO	
	Acting Corporation Counsel
Dated	



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

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

**VOLUME 3 OF 3** 

SCHEDULE A ADDENDA NOS. 1 TO 4

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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



FOR THE DEPARTMENT OF TRANSPORTATION PREPARED BY URS CORPORATION

**OCTOBER 25, 2013** 

NYSDOT PIN <u>X760.12</u>	
Fed. Aid Project No.	
Bid Opening 11:00 A.M. on	
Location 1st Floor Bid Room, 30-30 Thomson Ave., Long Island City, N	Y. 11101

#### SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

- 1. New York City Standard Highway Specifications, November 1, 2010
- 2. New York City Standard Highway Details of Construction, July 1, 2010
- 3. New York City Division of Street Lighting Specifications
- 4. New York City Division of Street Lighting Standard Drawings
- 5. New York City Standard Specifications for Traffic Signals
- 6. New York City Standard Drawings for Traffic Signals

The following reference documents for Sewer Work are available on-line at: <a href="http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml">http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml</a> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. William Patalano, Tel. (718) 391-2054

- 1. New York City DEP Standard Sewer Specifications, August 1, 2009
- 2. New York City DEP Instructions for Concrete Specifications, Jan. 92
- 3. New York City DEP General Specification 11-Concrete, November 1991
- 4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available online at: <a href="http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml">http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml</a> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

- 1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009
- 2. New York City Department of Environmental Protection Water Main Standard Drawings
- 3. Specifications for Trunk Main Work, dated March 2012
- 4. Standards for Green Infrastructure, latest version, available only on-line at: <a href="http://www.nyc.gov/html/dep/pdf/green_infrastructure/bioswales-standard-designs.pdf">http://www.nyc.gov/html/dep/pdf/green_infrastructure/bioswales-standard-designs.pdf</a>

The water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302 E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.

Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf

#### SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

## **SCHEDULE A**

## (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)

## PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS SECTION 26 BID SECURITY	
The Contractor shall obtain a bid security in the amount indicated to the right.	See Attachment 1 (page A-1 of the Bid Booklet).
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS	
The Contractor shall obtain performance and payment bonds in the amount indicated to the right.	See Attachment 1 (page A-1 of the Bid Booklet).
CONTRACT ARTICLE 14.  DATE FOR SUBSTANTIAL COMPLETION	See Page SA-4
The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	
CONTRACT ARTICLE 15. LIQUIDATED DAMAGES	\$_900. for each consecutive calendar day over substantial completion time
If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.	
CONTRACT ARTICLE 17. SUB-CONTRACTOR	Not to exceed 50% of the Contract price
The <b>Contractor</b> shall not make subcontracts totaling an amount more than the percentage of the total <b>Contract</b> price indicated to the right.	
CONTRACT ARTICLE 21. RETAINAGE	0 % of the value of the Work
The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.	

CONTRACT ARTICLE 22.  (Per Directions Below)	See pages SA-5 through SA-11
(Tel Directions Below)	
CONTRACT ARTICLE 24.  DEPOSIT GUARANTEE	1% of Contract price
As security for the faithful performance of its obligations, the <b>Contractor</b> , upon filing its requisition for payment on <b>Substantial Completion</b> , shall deposit with the <b>Commissioner</b> a sum equal to the percentage of the <b>Contract</b> price indicated to the right.	
CONTRACT ARTICLE 24. PERIOD OF GUARANTEE	Twenty-four (24) Months for Tree Planting
Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	See Addendum No. 2, Article 7.h) on pages A2-5 and A2-6.
CONTRACT ARTICLE 74. STATEMENT OF WORK	
The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.	See Contract Article 74
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 which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.	See Contract Article 75
CONTRACT ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	See M/WBE Utilization Plan in the Bid Booklet

# STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE

\$ <u>250.00</u> 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

\$250.00 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 450 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

## (GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

## PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

<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 (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including l paragraph)	isted	Minimum Limits and Special Conditions
■ Commercial General Liability A	rt. 22.1.1	The minimum limits shall be $$3,000,000$ per occurrence and $$6,000,000$ per project aggregate applicable to this <b>Contract.</b>
		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, and
		2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the <b>Contract</b> requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager),
		3. New York State, including its officials and employees,
		4. FHWA, including its officials and employees, and

		5. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation.
<ul><li>Workers' Compensation</li><li>Disability Benefits Insurance</li></ul>	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)
☐ Jones Act	Art. 22.1.3	New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form
☐ U.S. Longshoremen's and Harbor V		No. U-26.3, (3) New York State Workers'
Compensation Act	Art. 22.1.3	Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.
		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.
		Additional Requirements:
		(1) NYCT "OUTSIDE CONTRACT"  INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.
		(2) Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.

☐ 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 <b>Contractor</b> 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
		(2) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.

☐ Contractors Pollution Liability	Art. 22.1.6	\$per occurrence \$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)	\$ per occurrence \$ aggregate  Additional Insureds:  1. City of New York, including its officials and employees, and  2 3

## [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.

\$ <u>2,000,000</u> 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. 22.1.8

■ Engineer's Field Office

Section 6.40, Standard Highway Specifications

Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

[OTHER]

Art. 22.1.8

■ The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

## SCHEDULE A (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT) (GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

#### PART III. BROKER'S CERTIFICATION

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

### **CERTIFICATION BY BROKER**

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

	[Name of broker (typewritten)]
	[Address of broker (typewritten)]
	[Email address of broker (typewritten)]
	[Phone number/Fax number of broker (typewritten)]
	[Signature of authorized official or broker]
	[Name and title of authorized official (typewritten)]
State of)	
County of	
Sworn to before me this day	of, 20
NOTARY PUBLIC FOR THE STAT	TE 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	
30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)	
	-
Long Island City, NY 11101	

#### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

ADDENDUM NO. 1

DATED: February 24, 2014

#### THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

- 1. Amendments to Standard Highway Specifications, Volume I
- 2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Sections 6.44 PO and 6.52 CG.
- 3. New Sections
- 4. Special Provisions

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

#### [Added 12-09-2010]

 Refer to Page 15, Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

#### [Added 01-09-2011]

- 2. Refer to Page 240, Subsection 4.16.5.(B) STUMP REMOVAL;

  Delete Subsection 4.16.5.(B) STUMP REMOVAL, in its entirety:
  Substitute the following revised Subsection 4.16.5.(B):
- "(B) STUMP REMOVAL
- 1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.
- 2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.
- 3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

### [Added 04-18-2011]

3. Refer to Pages 218 and 219, Subsection 4.13.4.(H) PIGMENT;

Delete the first three (3) paragraphs on page 219:

Substitute the following revised three (3) paragraphs.

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

#### [Added 07-01-2011]

- 4. Refer to Page 14, Subsection 1.06.23.(A) PERMITS;

  Delete line (b) under the first paragraph;

  Substitute the following text:
  - "(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:
    - Plan layout of the project area.
    - The scope of work.
    - The contractor's means and methods.
    - Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

#### [Added 07-27-2011]

- 5. Refer to Page 37, Subsection 1.06.46.(A) 6. Sign Graphics;

  Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;

  Substitute the following revised article "a":
  - "a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

#### [Added 09-27-2012]

6. Refer to Page 36, Subsection 1.06.46. Project Sign;

Delete the words "Unless otherwise specified in the Special

Provisions of the contract, the following shall apply:";

Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

#### [Added 04-08-2013]

7. Refer to Page 200, Subsection 4.11.2.(B), first paragraph, sixth line;

Delete the word "porcelain,".

8. Refer to Page 201, Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;

Delete the second and third paragraphs under Subsection 4.11.3.(B), in their entirety;

Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

- 9. Refer to Page 202, Subsection 4.11.3.(E) GLASS;
  Add the following new Subsection 4.11.3.(F) RECYCLED PORCELAIN
  AGGREGATE (RPA):
  - "(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyl Kravchyk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material."

10. Refer to Pages 218 and 219, Subsection 4.13.4.(H) PIGMENTING, first four paragraphs;

"Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

'Commercial Gray': In commercial districts C4–4 through C4–7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield 'Landmarks Grey' K-157-4; L.M. Scofield 'Cool Black No. 4'; Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

#### [Added 05-24-2013]

- 11. Refer to Page 14, Subsection 1.06.23.(A) PERMITS, first paragraph as modified by Article 4 on page A1-1b;
  Add the following new text:
  - "(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."
- 12. Refer to Page 14, Subsection 1.06.23.(A) PERMITS, second paragraph;

  Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

#### [Added 08-05-2013]

13. Refer to page 116, second paragraph up from the bottom of the page, first line;

<u>Change</u> the words "Concrete of Type IA and IIA shall have..." to read "Concrete of Type IA, IIA and IIIA shall have..."

#### [Added 09-04-2013]

14. Refer to page 100, Subsection 3.01.3.(C)1.(c);

<u>Delete</u> the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix...";

<u>Substitute</u> the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."

15. Refer to page 110, Subsection 3.05.2.(A), Table 3.05-I; Insert the following text at the bottom of Table 3.05-I:

"Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4**."

16. Refer to page 112, Subsection 3.05.3.(C), second paragraph;

Delete the second paragraph in its entirety;

Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."

17. Refer to page 113, first line of text, beginning with the words "condition making up one (1) cubic yard of concrete.";

<u>Insert</u> the following sentence between the words "condition making up one (1) cubic yard of concrete." and "The range of water-cement ratio within which the . . . ":

"The calculated yield of the mix shall be within ± 2% of the Theoretical (1) cubic yard."

18. Refer to Page 113, second paragraph beginning with the words "The Contractor may substitute Portland cement . . ";

Delete the second paragraph under Subsection 3.05.4., in its entirety;

Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of 3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea water spray areas) of the weight of cement specified for any concrete mixture provided the Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The Contractor, immediately following but not later than eight weeks after the date of the Contractor's Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use for the various ambient temperatures anticipated during the period of concrete placement. This data shall be presented in both tabular and graphical form for those various ambient temperatures with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours for High-Early Strength Concrete."

- 19. Refer to Page 115, TABLE 3.05-III INGREDIENT MATERIALS;

  Change in the third row, second column, the type of Portland

  Cement from "Type III*" to read "Type II or Type III*"
- 20. Refer to page 132, Subsection 3.06.3.(D);

  Change the words "Water shall be drawn from mains owned by The City of New York." to read "Water shall be potable and drawn from municipal water mains."
- 21. Refer to page 133, Subsection 3.07.3.(D);

  Change the words "Water shall be drawn from mains owned by or supplying water to The City of New York." to read "Water shall be potable and drawn from municipal water mains."
- 22. Refer to page 134, Subsection 3.08.4.(D);
  Change the words "Water shall be drawn from mains owned by or supplying water to The City of New York." to read "Water shall be potable and drawn from municipal water mains."

- 23. Refer to Page 166, Subsection 4.05.2.(A);

  Delete Subsection 4.05.2.(A), in their entirety;

  Substitute the following revised Subsection 4.05.2.(A):
- "(A) Concrete Pavement shall be of the following types:

Type 1--Non-reinforced

Type 2--Reinforced (Unpigmented or pigmented if specified)

Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses."

24. Refer to Page 166, Subsection 4.05.3.(A);
Insert the following new Subsection 4.05.3.(A1):

"(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer."

25. Refer to Page 170, Subsection 4.05.5.(A) GENERAL; Insert the following two new paragraphs:

"For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete."

- 26. Refer to Page 183, Subsection 4.05.9. PRICES TO COVER, 4th line;

  Insert in the fourth line, the words "pigment when specified" between the words "specifications, including, but not limited to," and "furnishing and installing...":
- 27. Refer to Page 183, Subsection 4.05.9. PRICES TO COVER;

  Insert the following two new Items to the list of Item Nos. at the bottom of Subsection 4.05.9:
- "4.05 ACP REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.
- 4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

#### [Added 01-25-2012]

1. Refer to Pages 365 and 366, Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;

Delete the text under Subsections (a), (b), (c), (d), (h), (i), and (m), in their entirety;

Substitute the following revised text:

"(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires

approved equivalent requires written approval of the Assistant

Commissioner of ITS.)

(b) Processor: i5-2400 (6MB Cache, 3.1GHz) or

faster computer - Single Processor.

(c) System Ram: Minimum of 4GB (Gigabytes) Dual

Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs

(d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA

(7200RPM) w/DataBurst Cache, or

larger."

"(h) Video Display Card: HD Graphics (VGA, HDMI) with a

minimum of 64 MB of RAM.

(i) Monitor: 22" W, 23.0 Inch VIS, Widescreen,

VGA/DVI LCD Monitor."

"(m) Software Requirements: Microsoft Windows 7 Professional

SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by

the Engineer."

2. Refer to Page 366, Subsection 6.40.2.(C)(c)(2)(b);

Delete the text under Subsection (b), which begins with the words

"(b) One (I) 600 DPI HP Laser Jet . . ", in its entirety;

Substitute the following revised text:

(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers." 3. Refer to Page 367, Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU), first paragraph;

<u>Delete</u> the text in the first paragraph of **Subsection 6.40.3.**, in its entirety;

Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS: Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety; Substitute the following revised requirements: Photocopying Machine - Stand-alone, heavy duty, electric, dry-1 1 1 process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper. toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.

5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;

Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumins, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	_	1	1	1	1

6. Refer to Page 496, Subsection 7.20.4. METHODS, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";

Add the following sentence to the end of the last paragraph under Subsection 7.20.4:

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

#### [Added 07-16-2012]

7. Refer to Page 365, Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration";

Delete the text under Subsections (g) and (k), in their entirety;
Substitute the following revised text:

"(g) I/O Ports:

Must have at least one (1) Serial

Port, one (1) Parallel Port, and

three (3) USB Ports.

(k) Network Interface:

Integrated 10/100/1000 Ethernet

card."

- 8. Refer to Page 366, Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:";

  Delete the text under Subsection (a), in its entirety;
  Substitute the following revised text:
  - "(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

#### [Added 08-09-2012]

- 9. Refer to Page 366, Subsection 6.40.2.(C)(c)(2)(b), as amended by Article 2 on page A1-2 of this Addendum;

  Delete the text under Subsection (b), in its entirety;

  Substitute the following words: "(b) (No Text)."
- 10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;

  Delete the requirements for a Photocopy Machine shown in the 15th

Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;

Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2	1	1	1	1	1	1
x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.						

### [Added 11-26-2012]

11. Refer to Pages 504 through 508, SECTION 7.88 - Rodent and Waterbug

Pest Control;

Delete Section 7.88, in its entirety;

Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

#### [Added 02-08-2013]

12. (NO TEXT)

## SECTION 7.88 (Revised) Rodent and Waterbug Pest Control

- **7.88.1. DESCRIPTION.** The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.
- **7.88.2. MATERIALS.** All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall  $\underline{not}$  be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

## (A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

- **7.88.3. PERSONNEL.** The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.
- **7.88.4. METHODS.** Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

## (A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

## (B) SURVEY AND MONITORING WORK

- (1) Prior to Construction The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.
- (2) <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. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

## (C) RODENT CONTROL WORK

- (1) <u>Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream</u>. 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) <u>Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75')</u> 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.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

## (D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

**7.88.5. EDUCATION & TRAINING.** The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

### 7.88.6. RECORDS AND REPORTS.

## (A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

## (B) SURVEY AND MONITORING WORK

- (1) Prior to Construction Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.
- (2) <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 of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

**7.88.7. NONCONFORMANCE.** If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

## 7.88.8. MEASUREMENT.

## (A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

## (B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

## (C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

## (D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

## 7.88.9. PRICES TO COVER.

## (A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

## (B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

## (C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

## (D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

### Payment will be made under:

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK

### [Added 05-24-2013]

- 13. Refer to Page 366, Subsection 6.40.2.(C)(c)(1)(m) Software
  Requirements, as modified by Article 1 on page A1-2;

  Delete the text under Subsection (m), in its entirety;
  Substitute the following revised text:
  - "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the

Engineer."

#### [Added 09-04-2013]

14. Refer to Page 384, the end of Section 6.44 - White and Yellow

Thermoplastic Reflectorized Pavement Markings;

Insert new SECTION 6.44 PO, after Section 6.44, as contained on the following pages A1-2k through A1-2m.

#### [Added 02-10-2014]

15. Refer to Pages 393 and 394, SECTION 6.52 - Uniformed Full-Time Flagperson;

<u>Delete</u> **Section** 6.52 on pages 393 and 394, but do not delete examples on pages 395 and 396;

<u>Substitute</u> SECTION 6.52 CG, as contained on the following pages A1-2n and A1-2o.

## SECTION 6.44 PO Lane Pavement Overlay

**6.44PO.1. DESCRIPTION.** This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

## 6.44PO.2. <u>REFERENCES</u>.

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

## 6.44PO.3. <u>SUBMITTALS</u>.

- A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
- B. Written and published specification for the application of the selected asphalt pavement coating.
- C. Confirmation of coating color.
- D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

### 6.44PO.4. MATERIALS.

The following table outlines minimum performance properties of a typical asphalt pavement coating.

Characteristic	Test Specification	Measured result
Durability: Taber Abrasion resistance	ASTM D-4060 7 day cure, H-10 wheel (wet test)	< 5.0 g/1000
Water sensitivity	ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery:	< 10% < 1.0%
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	New York City Bike Lane Green ΔE < 1.5
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color ΔE < 1.5

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc. 1509 S. Kaufman Street Ennis, TX 75119

Integrated Pavement Concepts, Inc. 102-17957 55th Avenue Surrey, BC Canada V3S 6C4

Crafco, Inc. 420 N. Roosevelt Avenue Chandler, AZ 85226

**6.44PO.5. METHODS.** The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

**6.44PO.6. MEASUREMENT.** The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

**6.44PO.7.** PRICES TO COVER. The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

#### Payment will be made under:

Item No.	Item	Pay Unit
6.44 POG	GREEN BICYCLE LANE PAVEMENT OVERLAY	S.Y.
6.44 POR	RED BUS LANE PAVEMENT OVERLAY	S.Y.

## SECTION 6.52 CG Crossing Guard

- **6.52CG.1. INTENT.** This section describes the employment of full-time uniformed crossing guards to direct and detour traffic.
- **6.52CG.2. DESCRIPTION.** The Contractor shall furnish an adequate number of competent crossing guards to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.
- **6.52CG.3. METHODS.** All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained in controlling vehicular and pedestrian traffic by a recognized training program such as that provided by the American Traffic Safety Services Association, the National Safety Council, unions or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and procedures to be used by them shall be in compliance with the requirements of Chapter 6E. FLAGGER CONTROL, in the Federal "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009 Edition, or later edition, and shall each be equipped with an active two-way radio.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of certified crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item.

- **6.52CG.4. MEASUREMENT**. The quantity to be measured for payment shall be the number of person-hours of uniformed crossing guard service actually performed, as authorized by the Engineer. Laborers who are not full-time crossing guard will not be measured for payment as crossing guards under this or any other item. Each uniformed crossing guard shall be required to work a minimum of eight (8) hours a day and the Contractor will be given a minimum of twelve (12) hours advanced notice by the Engineer as to when to furnish a crossing guard.
- **6.52CG.5. PRICE TO COVER.** The contract price per person-hour shall cover the cost of all labor, materials, equipment, and insurance necessary to employ a uniformed full-time crossing guard, and equip him/her with safety vests, hard hats, and signaling devices, including all other incidental costs necessary to control and detour traffic, as shown on the Contract Drawings, the Examples #1 and #2 on pages 395 and 396 (excluding worker acting as a flagperson "A" in Example #2), or as directed by the Engineer.

Payment for flagperson "A" in Example #2, shall be deemed to be included under other items of work, as appropriate.

Where there is no scheduled item for Crossing Guard, the cost of furnishing Crossing Guards as required shall be deemed included in the unit price bid for the Maintenance and Protection of Traffic item.

Payment will be made under:

Item No.

Item

Pay Unit

6.52 CG

**CROSSING GUARD** 

PERSON-HOUR (P/HR)

#### [Added 02-24-2014]

16. Refer to PageS 480 and 481, Subsection 7.13.2.(B) MAINTENANCE OF STREETS, 4th paragraph, beginning with the words "The Contractor shall maintain the traveled way . . .;

Delete the 4th paragraph, in its entirety;

Substitute the following text:

"The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not be limited to, stairways, promenades, esplanade areas, and sidewalk, including those fronting his office and the Engineer's field office all of which will be the responsibility of the Contractor."

## 3. New Sections

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# SECTION 4.13 SP Stamped Pigmented Concrete Paving

- **4.13SP.1. INTENT.** Under this section, qualified installers shall furnish and install pigmented, textured concrete on sloped embankment and terrace areas, with a combination of hexagonal patterning and tooled concrete joints as shown on the Contract Drawings, in accordance with the specifications and directions of the Engineer.
- 4.13SP.2. DESCRIPTION. All work under this Section shall conform to standard specifications for Item 4.13 BRXP: 7" Reinforced Concrete Sidewalk With Special Scoring (Pigmented) and related Section 2.19: Pigmented Admixture for Portland Cement of the NYCDOT Standard Highway Specifications, with the following modifications and additions herein. Reinforcing shall be as shown on Contract Drawings and per Section 4.14 E Epoxy Coated Steel Reinforcement Bars.
- **4.13SP.3. SUBMITTALS.** Follow the procedures in the General Conditions of **Section 1.06.31** of the NYCDOT Standard Highway Specifications.
- (A) Provide submittals as required for Item 4.13 BRXP: 7" Reinforced Concrete Sidewalk With Special Scoring (Pigmented).
- (B) Submit statement confirming specific qualifications of installer firm, as defined under Quality Control of this Section. Provide photographs (in addition to those required under Article 1.06.45 of the General Conditions) of three (3) prior installations of pigmented stamped concrete and two (2) installations of concrete paving on steep slopes completed, demonstrating expertise required for this project. The minimum size of photographs shall be 4" by 6". Contractor shall provide digital version of submitted photographs.
- (C) Submit a work plan describing methods for performing the installation, including conveyance of concrete, placement on slopes and terraced areas, support and access methods for workman to finish the concrete surface, timing for imprinting texture in relation to initial finishing of concrete surface, application of curing compound, and other work as requested by the Engineer.
- (D) Prepare mock-up of installation of pigmented stamped concrete incorporating both steeply-sloped and "terrace" (slightly-sloped) conditions. Mockup shall incorporate maximum slope required on steep areas a nd average slope required on terrace areas. Terrace condition shall be installed at the top and adjacent to the steeply-sloped condition. The mock-up shall incorporate required alignment of hexagonal texture pattern as shown on plans and details. The total area of the mock-up shall be 10'x 15', of which 10'x 10' shall be the steeply-sloped condition. The mock-up shall be cured and finished with colored curing agent matching pigmentation of the integrally-pigmented concrete. Construct mockup using materials, processes and techniques, and curing procedures required for the work. Incorporate representative control, construction and expansion joints. Mock-up shall form the

basis for minimum standards of the finish installation. If unacceptable, mock-up shall be demolished and reconstructed as required to the satisfaction of the Engineer. Accepted mock-up shall be demolished and removed from the site and shall not be incorporated into the project. Each mock-up shall be photographed upon completion and 10 clear digital photographs (in addition to those required under Article 1.06.45 of the General Conditions) showing the installation including 5 overall images from different angles, and 5 close-ups describing typical conditions.

**4.13SP.4. QUALITY CONTROL.** Contractor shall provide the following qualifications in addition to those specified for Item **4.13 BRXP**.

Installer Qualifications: The firm performing the installation shall have a minimum of three (3) years experience in the installation of pigmented, stamped-textured concrete paving patterns and shall also possess experience in successful installation of reinforced concrete on slopes equal or steeper than slopes required for this project.

**4.13SP.5.** MATERIALS. Materials shall conform to those required for Item **4.13 BRXP**, except as modified herein.

Concrete mix designs: Shall be adjusted in composition and consistency to allow placement on slope conditions and stamping as required, but shall retain minimum structural characteristics of Item 4.13 BRXP.

Pigmentation and color curing compound: Shall conform to requirements for producing "dark gray bluestone" color as defined in **Section 4.13.4** (H) and **Section 2.19**.

Steel reinforcement: Shall conform to **Section 4.14 E** - Epoxy Coated Steel Reinforcement herein in Addendum 1.

Imprinting Tools: Shall be of the type required to produce the patterns shown on the Contract Drawings. Hexagonal pattern shall be imprinted with standard or custom-fabricated tool as aluminum "P-20 Matcrete 12" Hexagon Tile" tool, or equivalent by Proline or Brickform. Stamp shall imprint a nominal 12" wide hexagonal joint pattern, but shall not imprint an artificial surface texture. Utilize other tools as necessary to complete pattern and score lines required.

Release Agent: Utilize release agent if necessary, as Butterfield Color Perma-Cast Clear Liquid Release, or equivalent supplied by L.M. Scofield or Solomon Colors.

Evaporation Retarder: Utilize evaporation retarder if necessary, as Brickform EV-2000 Evaporation retarder, or equivalent supplied by Solomon or L.M. Scofield.

**4.13SP.6.** METHODS. Install concrete in conformance with Section **4.13** of the NYCDOT Standard Highway Specifications and as described herein.

Accurately form terraces, slopes, drainage swales, and velocity reduction baffles in drainage swales per Contract Drawings and the

specifications. Install concrete and float surfaces to required flatness as soon as concrete surface has taken its initial set and will allow floating. Float concrete placement to result in an open surface suitable to receive imprinting. Begin imprinting and scoring operations immediately after floating or as necessary.

Align pattern along "nose" of slopes as shown on the drawings. Adjust spacing as required to maintain constant pattern over warped (differentially-sloped) surface. Perform "touch-up" tooling of pattern joints as required for uniform appearance.

Do not apply curing compound until release agent has been thoroughly cleaned from surface.

- **4.13SP.7. MEASUREMENT.** The area of Stamped Pigmented Concrete Paving in square feet and the amount to be paid for shall be as described in the Section 4.13.5 of NYCDOT Standard Highway Specifications.
- 4.13SP.8. PRICE TO COVER. The unit price bid per square foot for Stamped Pigmented Concrete Paving shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct a reinforced concrete paving of the thickness specified, complete in with foundation material in accordance with Subsection 4.13.4.(B) of the NYCDOT Standard Highway Specifications, and special stamping and scoring pattern shown on the Contract Drawings, including, but not limited to, photographs (in addition to those required under Article 1.06.45 of the General Conditions), pigment, curing, excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, 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 paving in good condition specified in Section 5.05 of the NYCDOT Standard Highway Specifications.

Reinforcement shall be paid under **Item 4.14 E** - Epoxy Coated Steel Reinforcement Bars herein in Addendum 1.

Payment will be made under:

Item No. Item

Pay Unit

4.13 SP06 STAMPED PIGMENTED CONCRETE PAVING, 6" THICK S.F.

# SECTION 4.14 E Epoxy Coated Steel Reinforcement Bars

4.14E.1. DESCRIPTION. The Contractor shall furnish and install epoxy coated steel reinforcement bars for concrete at the locations shown on the plans and where directed by the Engineer. All work shall be done in accordance with the requirement of Section 4.14 in the NYCDOT Standard Highway Specifications, with the following modifications and additions:

Steel reinforcement bars shall be epoxy coated and shall conform to the requirements of Article 709.04 - Epoxy Coated Bar Reinforcement, Grade 60, of the current NYSDOT Standard Specifications, Construction and Materials, Office of Engineering.

Chairs, tie wires, and other devices used to support, position, or fasten the reinforcement shall be made of or coated with a dielectric material. The specific hardware that the Contractor proposes to use shall be approved by the Engineer.

No field bending of bars shall be permitted. Reinforcement shall be carefully formed to the dimensions indicated on the Contract Drawings. Cold bends shall be made around a pin having a minimum diameter of four (4) or more times the least dimension of the reinforcing bars. Reinforcing bars shall not be bent or straightened in a manner that will injure the material. Bars with kinks or bends not shown on the plans shall not be used.

The Contractor shall be required to field repair damaged areas of the bar coating and to replace bars exhibiting severely damaged coatings. The material used for field repair shall be that supplied by the coating applicator. Field repair shall be required wherever the area of coating is broken, unless otherwise specified or directed. Field repair shall not be allowed on bars which have a total damage area greater than five (5) percent of the surface area of the reinforcing bar. The Engineer shall be the sole judge of the severity of the damaged areas for the purpose of repair or replacement. A reinforcing bar having a coating determined by the Engineer to be severely damaged and not field reparable shall not be incorporated in the work and it shall be removed from the work site. All such bars shall be replaced in kind by the Contractor at no additional cost to the City.

No concrete shall be deposited until the Engineer has inspected the placing of the reinforcing steel and has given permission to place the concrete. All concrete placed in violation of this provision will be rejected and removed at the Contractor's own expense.

Payment will be made under:

Item No. Description

Pay Unit

4.14 E EPOXY COATED STEEL REINFORCEMENT BARS

LBS.

## SECTION 5.37 Construction Report

- **5.37.1. INTENT.** The intent of this Section is to prepare construction reports as prescribed herein and summarize the effects of construction activities on structures located within the influence line of work to be performed under this project to ensure that the Contractor's proposed construction methods do not create or aggravate any potentially dangerous conditions. In order to ascertain the effects of construction, the Contractor will be required to retain the services of a qualified firm with experience in structural engineering, soil mechanics, foundations, evaluation of the effect of construction on adjacent retaining walls to remain, buildings and/or structures, and the effect of vibrations upon structures.
- **5.37.2. SPECIAL EXPERIENCE REQUIREMENTS.** Within thirty (30) days of the award of this contract, the Contractor shall submit to the Commissioner qualifications of the firm it proposes to provide the engineering services described in this section. The proposed engineering firm must meet the following special experience requirements:
- (1) Such firm must, within the last three (3) consecutive years, have successfully provided engineering services similar to the services described in this section on a minimum of two (2) comparable projects.
- (2) Such firm must carry professional liability insurance as specified in Schedule A.

Compliance with such special experience requirements will be determined solely by the Commissioner. Once a firm is approved, no substitution will be permitted, unless the Commissioner has approved the qualifications of the proposed replacement in writing in advance. If the qualifications of the proposed firm are not acceptable, the Contractor shall submit the qualifications of another proposed firm within fifteen (15) days of notice to do so.

#### 5.37.3 SUBMISSIONS.

(1) Pre-Construction Reports:

Upon approval and prior to construction the chosen firm (hereinafter referred to as the firm) shall submit six (6) copies of a report incorporating their findings and recommendations. The report shall be prepared by or under the immediate direction of a New York State Licensed Professional Engineer as evidenced by the imprint of his seal and signature on the document. The report shall include but not be limited to the following:

a. A detailed description of the Contractor's proposed method of construction including the demolition of wall; demolition of sidewalk, curb and roadway; excavation.

- b. An inspection of the interior and exterior (including photographs and videotapes as required) of all buildings and/or structures that may be affected by the proposed method of construction.
- c. A definition of the "radius of influence" that the proposed wall installation and other construction activity will impart on the surrounding soil.
- d. A definition of the limits of horizontal and vertical movement of each building and/or structure within the support of excavation can tolerate without damage to the structural integrity of that building and/or structure.
- e. A complete study of the vibrations that each building can tolerate along with the anticipated vibrations promulgated by the construction methods, taking into account the age and condition of the buildings.
- f. A statement that the limits of movement and vibrations as defined in (d) and (e) above will not be exceeded as a result of the proposed method of construction.
- g. A geological profile of the soils in the area. This profile shall be based upon the boring logs taken for this project. See Record of Borings drawing.

The report shall include all field notes, measurements and photographs (in addition to those required under Article 1.06.45 of the General Conditions) and videotapes, as required, of the existing wall conditions which may be aggravated by the proposed construction of the wall and shall include a visual inspection of the interior and exterior of all buildings, water main and sewer within the adjacent area of the construction activity. A view of each exterior face of the building and/or structure is required. Additional interior photographs shall be taken to show any existing cosmetic or structural damage on buildings and / or structures. The Contractor shall install gages to monitor the cracks during the construction. Gages shall be able to determine crack opening or closing to the nearest one-sixteenth of an inch.

Applications for consents to enter buildings for the purpose of inspection shall state that the inspection is necessary to ensure the structural integrity of the building. One counterpart of each consent, duly signed and acknowledged by the owner or one of the owners, executors or administrators for himself and for his agents, lessee and any other persons who shall have a vested or contingent interest in the building, or notice of refusal if consent is not obtained shall be filed with the Engineer at least ten (10) days before the commencement of work which affect the buildings or structures.

The report shall also include recommendations or comments regarding any potentially dangerous and/or unsafe conditions uncovered along

with all other additional information required pursuant to other sections of the Specifications.

All results of the building and/or structure examinations shall be incorporated into the Pre-Construction Report.

No work may begin until the NYCDDC has accepted the pre-construction report. This pertains to all contract work and no exceptions will be allowed unless otherwise stated in these specifications.

## (2) Reports During Construction:

The firm will be required to perform the monitoring during construction activity and submit reports to the Engineer as required on a weekly basis or as directed by the Engineer. These reports shall include sketches noting the location of all monitoring points. Should any of the criteria set forth in the Pre-Construction Report be exceeded, the Engineer shall be notified immediately. Monitoring shall include but not be limited to the following:

## (A) Monitoring Settlement

A series of reference points shall be established outside of the "radius of influence" as previously described for monitoring structural settlements. All initial and subsequent readings shall be taken to the nearest 0.01 of a foot.

Structures and/or buildings shall be monitored daily for one week. If no horizontal or vertical movement is measured, then structures and/or buildings shall be monitored weekly for one month. If no horizontal or vertical movement is measured, then structures and/or buildings shall be monitored monthly for the duration of the contract. In the event of an unusual event (e.g. water main break, heavy rains or abnormal flooding) monitoring shall be performed within 24 hours of the event. A maximum value of 1/4" shall be used for vertical and horizontal settlements.

All readings shall be done by or under the immediate supervision of a Land Surveyor Licensed in the State of New York as evidenced by the imprint of his seal and signature. The Contractor shall transmit a copy of all readings to the Engineer on the same day they are taken.

Should the limit of horizontal and/or vertical settlement of any building and/or structure be exceeded, the Contractor shall immediately, at his own expense, take steps to rectify the situation and prevent any further settlement of such buildings and/or structures. The Contractor shall be fully responsible for any damages to any foundations, walls or other portions of buildings and/or structures that may result during the courses of this construction. Any damages done by the Contractor, whether it is accidental or due to negligence or carelessness in performing the work included in this contract shall be made good by the Contractor at his own expense.

#### (B) Vibration Monitoring

Should the Contractor employ construction methods that will result in vibrations being imparted to the surrounding soil and/or buildings and/or structures, the Contractor shall monitor and record peak particle velocity. Locations of the monitoring points shall be placed in such a manner so as to ensure recordings that reveal any possibility of damage to existing buildings.

These points shall be monitored at all times when construction methods resulting in vibrations are employed. The maximum permissible peak particle velocity of one-half (1/2) inch per second be permitted. Should particle velocities be exceeded the Contractor shall immediately cease his operations and resort to another method which will eliminate or minimize the effect of vibrations.

It shall be the Contractor's responsibility to restore any buildings and/or structures damaged as a result of his operations to its original or better condition.

The Contractor is advised that the parameter of one-half (1/2) inch per second shall be used as the maximum upper limit of particle velocity and it should be realized that particle velocities of less than one-half (1/2) inch per second could cause damage to buildings in the area.

The use of an upper limit of less than one-half (1/2) inch per second shall be mentioned in the Pre-Construction Report and Contractor shall be required to abide by any limits other than one-half (1/2) inch per second at no additional cost to the City.

The wall vibration monitoring shall be performed under Item 9.71 WBB.

### (3) Post-Construction Reports:

Within 30 days of the completion of all work that necessitated monitoring, the chosen firm shall prepare a report detailing the results of the monitoring program. The report shall include a comparison of all assumptions and field-measured values. Should there be excessive discrepancies between the two, an explanation shall be presented within the report. This report shall include sketches of all monitoring points.

#### 5.37.4 RESPONSIBILITIES OF THE CONTRACTOR.

Prior to bidding, Contractor shall examine the site and available subsurface inspection information and formulate methods of construction that will not result in any damage to existing structures. Should the Contractor lack the expertise in evaluating the effects of his construction methods he should prepare his bid in consultation with an experienced firm or authority. In any event, the Contractor will be held liable for any damage to any existing

structures due to his construction methods. In addition, should the results of a Pre-Construction Report indicate that damage will result from his proposed construction methods, the Contractor will be required to amend his means and methods in accordance with the Pre-Construction Report, at no additional cost to the City.

#### 5.37.5 PRICE TO COVER.

The unit price bid for the Construction Report shall be a Lump Sum Price and shall include the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary or required to prepare the report including, but not limited to, photographs, video tapes, building examinations, construction monitoring, preparation of preconstruction reports, reports during construction and Post Construction Report and all other work incidental thereto; all in accordance with the specifications and the directions of the Engineer.

### 5.37.6 NO SEPARATE OR ADDITIONAL PAYMENT.

No separate or additional payment will be made for compliance with the requirements of the Construction Report including, but not limited to, any modification to the Contractor's means and methods of construction.

#### 5.37.7 PAYMENT.

Payment for this work shall be made under the appropriate Bid Item and proportional to the work completed as follows:

Acceptance	of	Pre-Construction Report	30%
Completion	of	Field Monitoring	40%
Acceptance	of	Post-Construction Report	30%

No separate or additional payment will be made for compliance with the requirements of the Construction Report including but not limited to, any modification to the Contractor's means and methods of construction.

Payment will be made under:

Item No.	Item	Pay Unit
5.37	CONSTRUCTION REPORT	L.S.

# SECTION 6.18 XPR Post Railing Removed

#### 6.18XPR.1. INTENT.

The intent of this Section is to remove post railing from the existing coping stones either adjacent to the stairs or on top of an existing retaining wall.

#### 6.18XPR.2. DESCRIPTION.

Under this Section, the Contractor shall remove post railing as shown on the Contract Drawings, in accordance with the Specifications and directions of the Engineer.

### 6.18XPR.3. METHODS.

Post railings shall be cut from supports prior to removal of granite coping stone.

At locations of existing coping stones to remain, grind anchor bolts above base plates and carefully remove supports and base plates to avoid damage to granite. Grind remaining metal bolts to a minimum of 0.75" below surface of granite before patching. Remove grout, caulk, or adhesive residue with stiff steel brush.

All materials removed during the removal of the fence shall be disposed of away from the site by the Contractor, unless otherwise specified.

#### 6.18XPR.4. MEASUREMENT.

The quantity of Post Railing Removed to be measured for payment shall be the number of linear feet of post railing actually removed, to the satisfaction of the Engineer. Measurement shall be made in place along the centerline of the top rail, from center to center of end posts.

#### 6.18XPR.5. PRICE TO COVER.

The price bid shall be a unit price per linear foot of Post Railing Removed and shall include the cost of all labor, material, equipment, and incidentals required to carefully remove existing Post Railing, in accordance with the Contract Drawings, the specifications and the directions of the Engineer. Removed post railing shall be either delivered to the property owner or disposed of away from the site, as directed.

Payment will be made under:

Item No. Item Pay Unit

6.18 XPR POST RAILING REMOVED L.F.

# SECTION 6.27 WCY Removal of Existing Wall

- **6.27WCY.1. INTENT.** This section describes the demolition of existing stone retaining walls, concrete retaining wall, block wall, and the support and protection of adjacent properties and the general public.
- **6.27WCY.2. DESCRIPTION.** In addition to furnishing all necessary labor, materials, plant, equipment, insurance, and necessary incidentals required, the work shall include, but not limited to, the demolition, removal and disposal of the retaining walls and as indicated on the Contract Drawings, specified or directed by the Engineer, together with all appurtenances, debris and refuse of all kinds, and other miscellaneous structures such as block walls as shown on plans.

#### 6.27WCY.3. GENERAL.

### A. Laws, Compliance, Permits, and Notices

The Contractor shall comply with all laws, ordinances, statutes, rules and regulations relating to the demolition of structures; the removal and disposal of materials resulting from demolition operations; the protection of adjacent properties and the general public; and the furnishing and maintenance of passageways, guard fences and other protective facilities. Contractor shall obtain all required permits and licenses from appropriate City or State agencies, pay all fees for permits and give all notices necessary for the prosecution of the work.

#### B. Disposal

All materials resulting from demolition operations or required to be excavated in connection with such operations shall be disposed of by the Contractor away from the demolition site and the site of the contract work. Said materials shall not be dumped, placed, stored or disposed of within the limits of any existing or projected public street or road. The burning of debris or other demolition materials will not be permitted except as approved and authorized by the New York City Fire Department, the New York State Department of Environmental Protection and the Engineer.

#### C. Damages

The Contractor shall be responsible for all damages resulting from and due to his demolition operations. Said responsibility shall include, but not be limited to, walls, structures and portions of walls and/or structures which are adjacent to the demolition site and are to remain. No additional payment or compensation will be made or allowed the Contractor for costs incurred for repairs and replacements required to satisfactorily remedy the aforesaid damages or for the settlement of any claims resulting therefrom.

### D. Fire Protection, Etc.

The Contractor shall furnish, employ and pay for all necessary appliances and watchmen required for the adequate protection of the

work against fire and to safeguard existing structures and the public. The Contractor shall at all times maintain adequate facilities for the thorough saturation of all debris and materials with water to the extent required to prevent dust arising from the work. All water used including temporary piping, connections, permits therefore, and removal of piping, when directed, shall be provided and paid for by the Contractor.

#### E. Blasting

No blasting will be permitted of any demolition items.

**6.27WCY.4. METHODS.** Within the demolition limits shown on Contract Drawings, all structures and accompanying foundations shall be completely removed.

The Contractor shall provide a clear and safe access way to vehicular and pedestrian traffic at all times during the removal of the wall and shall maintain the access until the replacement wall has been built and backfilled. The Contractor is responsible to maintain access to all adjoining areas to the work zone until the completion of the work and the restoration of the area to the satisfaction of the Engineer. Access ways shall have a minimum clear width of five (5) feet for pedestrian traffic and ten (10) feet travel clearance for vehicles. Access shall include temporary bridging and access landing, complete with temporary chain link fence attached, as may be necessary.

Slopes shall be laid out 1:1, or as directed by the Engineer to ensure pedestrian, vehicular and adjacent foundations are properly protected and supported during construction. Temporary walls or bracing shall be designed by a Professional Engineer licensed by the State of New York employed by the Contractor.

Any damage to any portion of walls, buildings, building foundations or staircases designated to remain in place, that results from the Contractors operations shall be repaired and restored by the Contractor, at no cost to the City, and to the satisfaction of the Engineer.

All concrete, stone chips, earth or other refuse remaining after the wall has been removed shall become the property of the Contractor and shall be removed and disposed of away from the site. Do not allow materials to accumulate on the site. All adjacent areas, including portions of the streets affected by the work, shall be cleaned of all materials resulting from the Contractor's operations and shall be left in a condition satisfactory to the Engineer.

- **6.27WCY.5. MEASUREMENT.** The quantity to be measured for payment shall be the number of cubic yards of material removed for disposal, measured in place, within the limits shown on the Contract Drawings to the satisfaction of the Engineer.
- **6.27WCY.5. PRICE TO COVER.** The contract unit price bid per cubic yard for Removal of Existing Wall shall cover the cost of furnishing all

labor, materials, equipment, insurance, and necessary incidentals, including, but not limited to, removal of the existing wall, disposing of all materials, providing protection of adjacent structures as required; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No. Item

Pay Unit

6.27 WCY

REMOVAL OF EXISTING WALL

C.Y.

#### SECTION 6.28 ME

## Lighted Timber Fencing for Use in Lower Manhattan Project

- **6.28ME.1.** INTENT. This section describes the work to be done in connection with Timber Fencing.
- **6.28ME.2. DESCRIPTION.** The Contractor shall furnish, install, and maintain and remove, when directed, Timber Fencing at locations shown on the Contract Drawings, as specified herein and where directed by the Engineer.

#### 6.28ME.3. MATERIALS.

Timber and lumber shall be dense, structural grade Douglas Fir or Southern Yellow Pine, conforming to the requirements of **Section 2.40** of the NYCDOT Standard Highway Specifications.

Reflectorizing materials shall conform to the requirements of ASTM Designation B 589 "Standard Specification of Refined Palladium."

For additional details about materials see the sketch for timber fencing.

Lag screws shall be 3/4" diameter by ten (10)" inches long. Anchor spikes shall be one (1)" inch diameter by not less than twenty-four (24)" inches long. Splice spikes shall be 40d.

All other unspecified materials shall be as approved by the Engineer.

**6.28ME.4. METHODS.** Timber Fencing as shown in the attached sketch shall be furnished, installed and maintained where shown on the Contract Drawings and as directed by the Engineer. This requirement shall be in addition to providing all other traffic control devices as deemed necessary for the maintenance and protection of vehicular and pedestrian traffic.

Said work shall include the furnishing and incorporation, as required, of all timber, lumber, fastenings, anchors, reflectorizing materials and other warning devices; paint and painting; netting; and the furnishing of all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work.

Spike holes in 12"  $\times$  12" timber and in the 2"  $\times$  8" splice plates shall be predrilled.

Fencing at all times shall be maintained in a condition satisfactory to the Engineer. Maintenance shall consist of the replacement of all damaged or worn out components; repainting, as required or directed; replacement of reflectorizing materials, and netting; and general rehabilitation to keep barricades in good condition during the life of the contract.

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At the completion of the work or when directed by the Engineer, fencing shall be removed and disposed of away from the work site.

**6.28ME.5. MEASUREMENT AND PAYMENT.** The quantity to be measured for payment shall be the number of linear feet of timber fencing installed in the work, complete, based on the summation of the lengths of individual units, measured along the center line on the face of the top rail between the ends of each unit.

Payment will be made for timber fencing only for the initial installation at any location. Whenever fences are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Minor movement of the fencing from one side of the roadway to the other side or rearrangement within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

No payment will be made: for movements of fencing made for the Contractor's convenience; for movement of fencing at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of fencing at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of fencing between initial installations.

**6.28ME.6. PRICE TO COVER.** The contract price bid per linear foot for fencing shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

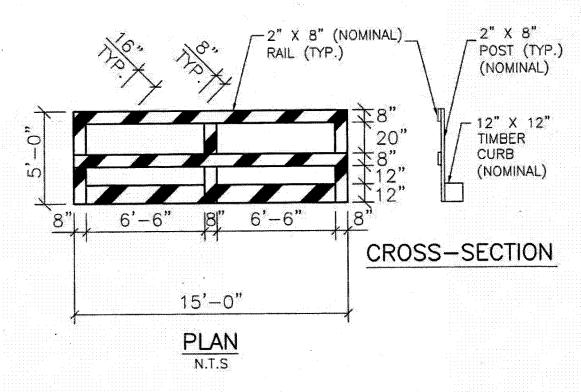
Payment will be made under:

Item No. Item Pay Unit

6.28 ME LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECT

L.F.

## TIMBER FENCING



### **DETAILS:**

- 1) LUMBER -DOUGLAS FIR OR SOUTHERN YELLOW PINE.
  - -ALL SIZES SHOWN ARE "NOMINAL".
  - -ALL CONNECTIONS FOR TIMBER RAILS, POSTS & CURBS TO BE NAILED.
- 2) PAINT -TWO COATS APPROVED ORANGE & STAIN RESISTANT REFLECTORIZED WHITE.
  -STRIPES TO BE 45" WITH 8" ORANGE & 16" WHITE.
- 3) NOT USED
- 4) NETTING —TYPE SHALL BE POLYETHYLENE KNITTED MESH, 3.5 OZ PER SQUARE YARD, ORANGE COLOR, 5'-6" HEIGHT WITH REINFORCED EDGE, OR APPROVED EQUAL.

  -NETTING TO BE FASTENED TO FENCE EXTERIOR OVER THE ENTIRE 5'-0" HEIGHT.

# SECTION 6.34 A Temporary Chain Link Fence, 8'-0" High

- **6.34A.1. DESCRIPTION.** Under this section, the Contractor shall furnish, erect, maintain, and remove, when directed, Temporary Chain Link Fence as shown on the Contract Drawings and directed by the Engineer.
- **6.34A.2.** MATERIALS AND METHODS. All materials and methods shall be as specified in **Section 6.34** of the NYCDOT Standard Highway Specifications, with the following modifications and additions:

Temporary Chain Link Fence to be furnished under Item 6.34 ADT, shall consist of chain link fence fabric, top and bottom tension wires or rails, gates and posts to be attached to timber curb, and all necessary incidental in accordance with the Contract Drawings and the directions of the Engineer.

Any fence and gate not set plumb and true to line and grade shall be removed and replaced at the Contractor's expense. The Contractor shall maintain the fence with gates, during the life of the contract and shall repair/replace all members that are disturbed, damaged or destroyed. Gates shall be equipped with locks and 3 sets of keys which shall be given to the Engineer.

When directed by the Engineer, the Contractor shall remove and dispose of the temporary chain link fence and gates to the satisfaction of the Engineer.

**6.34A.3. MEASUREMENT AND PAYMENT.** The quantities of Temporary Chain Link Fence, 8'-0" High, to be measured for payment shall be the number of linear feet of temporary chain link fence and gates satisfactorily installed, complete, measured in place, from center to center of end posts and removed as directed by the Engineer.

Payment will be made for Temporary Chain Link Fence with fence only for the initial installation at any location. Whenever they are moved to a new location, as required by the Contract Drawings or as directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Minor movement or rearrangement of the temporary chain link fence with gates within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

No payment will be made: for movements of temporary chain link fence with gates made for the Contractor's convenience; for movement of temporary chain link fence with gates at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of temporary chain link fence with gates at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of temporary chain link fence between initial installations.

6.34A.4. PRICE TO COVER. The price bid for Temporary Chain Link Fence, 8'-0" High, shall be a unit price per linear foot and shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary chain link fence with gates; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No. Description

Pay Unit

6.34 ADT TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH

L.F.

## SECTION 6.59 PF Temporary Concrete Barrier with Fence

- **6.59PF.1. INTENT.** This section describes the work to be done in connection with temporary concrete barriers with chain link fence on top.
- **6.59PF.2. DESCRIPTION.** The Contractor shall furnish, install, move, maintain and remove temporary concrete barriers with chain link fence in accordance with the Contract Drawings, the specifications and the directions of the Engineer.
- **6.59PF.3. MATERIALS.** The temporary concrete barrier shall conform to the requirements of New York State Department of Transportation Standard (NYSDOT) Sheet No. 619-01, modified to accommodate a chain link fence with posts. Top and bottom rails will not be required for the fence.

Chain link fencing and incidentals shall be in accordance with **Section 607** and Materials **Section 710**, of the current edition of NYSDOT Standard Specifications. The Engineer will inspect all chain link fence material for conformance with specifications.

The Contractor shall be required to provide a solid, secure chain link fence system consisting of posts, post embedment, fence fabric, and all other incidentals as may be required. Fence posts shall be embedded in the concrete barrier and the chain link fence shall extend from the barrier to a height of at least six feet above grade.

Maximum spacing of fence posts shall be eight feet from center to center. Minimum embedment of fence posts into the barrier shall be four (4") inches deep.

Fence fabrication shall be continuous for the length of the concrete barrier; however, at joints between concrete barriers, the gap between fence sections shall not be more than four (4") inches.

The barrier sections shall be precast portable concrete units. The Manufacturer shall certify that the temporary concrete barrier units conform to the details shown on the aforementioned NYSDOT's Standard Sheet or approved drawing.

The Engineer will inspect the temporary concrete barrier sections, complete with fence, upon delivery to the project site for conformance to specifications. Any barrier sections having damage and/or defects in the concrete, fence and/or joint connections will be rejected by the Engineer when in his judgment the performance of the barriers will be affected.

The temporary concrete barrier sections with fence shall form a smooth and continuous barrier when joined together. Any sections damaged or misaligned while in service shall be corrected or replaced to the satisfaction of the Engineer.

Striped reflectorization of the barriers is required. Striping pattern is to be alternating twelve inch wide stripes of white and orange sloped downwards in the direction of traffic at 45 degrees.

Reflective sheeting material shall be used and it shall conform to photometric and color (Orange and White) requirements of Subsection 730-05.02, Reflective Sheeting (Class B), of the current NYSDOT Standard Specifications.

**6.59PF.4. METHODS.** The Contractor shall furnish, erect, move, and remove temporary concrete barriers with chain link fence where and as indicated on the plans or as directed by the Engineer.

Where indicated on the plans or in the proposal, temporary concrete barriers shall be supplemented by approved steady burning lights.

Each run, or bay, of temporary concrete barrier unit with chain link fence shall be fastened together to form a continuous chain. After placement, each successive unit shall be moved longitudinally to remove the slack in the joint between units. The units at each end of a run or bay shall be anchored as shown on the NYSDOT Standard Sheet. Where shown on the plans or directed by the Engineer, the ends of the barrier run shall be fitted with a tapered end section, flared back.

- **6.59PF.5. MEASUREMENT.** The quantity to be measured for payment shall be the number of linear feet of Temporary Concrete Barrier with Chain Link fence actually placed including transition sections, measured along the centerline of the top surface of each barrier.
- 6.59PF.6. PRICE TO COVER. The contract unit price bid per linear foot for Temporary Concrete Barrier with Chain Link fence shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to erect, maintain and remove the required temporary concrete barrier with chain link fence including, but not limited to, any required connection devices, orange and white reflective stripes on the faces of the barriers; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Any movement of temporary concrete barrier with chain link fence except movements of the concrete barrier necessary to maintain, realign, or replace damaged units will be considered as a movement to a new location and the Contractor will be entitled to payment for the movement.

Payment will be made under:

6.59 PF

Item No. Item

Pay Unit

L.F.

TEMPORARY CONCRETE BARRIER WITH FENCE

# SECTION 6.64 WIN Wall Identification Number (WIN) Plate

- **6.64WIN.1. DESCRIPTION.** The Contractor shall furnish and install a Wall Identification Number (W.I.N.) Plate on the wall. The plate shall be located at the location specified by the Engineer. The plate shall be installed 3'-0" above the finished ground.
- **6.64WIN.2. MATERIALS.** The Wall Identification Number (W.I.N.) Plate shall consist of three parts.
  - 1. Aluminum Panel with Reflective Background: The aluminum panel and reflective background shall conform to the material and fabrication requirements of NYSDOT Materials Specification Subsection 730-01, Aluminum Sign Panels. The background material shall be green reflective sheeting conforming to NYSDOT Material Specification Subsection 730-05.01. The size of the panels shall be on 1/8" thick by 3" wide by 1'-6" long. The reflective sheeting used to form the background shall be 3" wide by 1'-4" long.
  - 2. Characters: The characters shall be reflective sheeting conforming to NYSDOT Materials Specification Subsection 730-05.01 except that the adhesive shall be pressure-sensitive such that the characters can be applied to the background in the field. The characters shall be 2" high and silver-white in color conforming to FHWA Series C dimensions. Prior to placing the cutout characters on the panel, the reflective background shall be clean and free of dirt and oil which may adversely affect proper adhesion. The characters shall be placed on the reflective background, perpendicular to the longitudinal axis of the panel, and vertically centered.

The reflective background and characters shall be coated and the edge sealed in accordance with the recommendations of the sheeting manufacturer.

- 3. Expansion Anchors: 1/4" diameter by 1-1/2" long stainless steel nail drive expansion anchors meeting GSA Specifications FF-S-325, #3.2.5.2 shall be used to attached the WIN Plates to concrete and stone surfaces.
- **6.64WIN.3. METHODS.** The Contractor shall furnish and install the Wall Identification Number (W.I.N.) Plate in the location specified by the Engineer and using the expansion anchors as detailed above. Each Wall Identification Number (W.I.N.) Plate shall be installed 3'-0'' above the finished ground with a minimum of 3 expansion anchors, set at 1'' and 9'' from the ends.

The format for the characters shall be "WIN 2-XXXX-XX" for a total of 12 characters and one space. The "X" varies depending on the wall WIN number of this contract.

- **6.64WIN.4. MEASUREMENT.** The quantity to be measured for payment shall be the number of Wall Identification Number (W.I.N.) Plates actually installed at the site to the satisfaction to the Engineer.
- **6.64WIN.5. PRICE TO COVER.** The contract unit price bid per Each for Wall Identification Number (W.I.N.) Plate shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to provide and install a Wall Identification Number (W.I.N.) Plate; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No. Item

Pay Unit

6.64 WIN WALL IDENTIFICATION NUMBER (WIN) PLATE

**EACH** 

# SECTION 6.79 A Ductile Iron Pipe Connections

**6.79 A.1 INTENT.** This section describes the construction of ductile iron pipe connections between basins, inlets, sewers or manholes, and dry wells.

### 6.79 A.2 DESCRIPTION.

- (A) Ductile iron pipe connections shall be constructed with internally locked "Push-on" joints not requiring thrust blocks or tie rods, and laid on a compacted layer of Broken Stone, or encased in concrete where specified.
- (B) Pipes shall be of the nominal inside diameter shown or specified.
- (C) Dimensions of concrete encasement shall be as shown on the Contract Drawings.

#### 6.79 A.3 MATERIALS.

- (A) Ductile Iron Pipe shall be of the various sizes specified, shall be epoxy lined and in compliance with the requirements of the NYCDEP Standard Sewer Specifications, **Section 2.06**.
- (B) Broken Stone shall be hard, roughly cubical in shape, unweathered stone uniformly graded from 1/4" to 3/4" in diameter, and shall conform to commercial 1/4" to 3/4" stone.
- (C) Joints: All joints for Ductile Iron Pipe shall be "Push-On" joint types, meeting the requirements of ANSI Specification A21.11, latest revision. The joints shall be internally locked, not requiring thrust blocks or tie rods, and shall be made in accordance with manufacturer's instructions for assembling the type of joint furnished. For each bell, there shall be furnished a rubber gasket.
  - (1) Products and Manufacturers:
    - (a) Super Bell-Tite Joint of Amstead Industries
    - (b) Tyton Joint of U.S. Pipe and Foundry Company
    - (c) Fastite Joint of the American Cast Iron Company
    - (d) Or other approved joint type.
- (D) Concrete shall comply with the requirements of **Section 3.05** of NYCDOT Highway Specifications, Concrete Class B-32; Portland cement Type IIA; Sand Type 1A; and Coarse Aggregate Type 1 / Grade B, or Type 2, Size No. 57.
- (E) Mortar for joints shall comply with the requirements of **Section 3.07** of NYCDOT Standard Highway Specifications, Type 1, Mortar, except that the proportions shall be one (1) part of cement to one and one-half (1-1/2) parts of sand and that the ingredients may be mixed by hand.

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#### 6.79 A.4 METHODS.

### (A) Excavation

- (1) Excavation for construction of pipe connections, encased in concrete, shall be made to the widths and depths required in accordance with the NYCDEP Standard Sewers Specifications. No pipe or concrete for pipe encasement shall be laid or placed until the subgrade of the trench has been tested and found correct.
- (B) Bedding No Text.

## (C) Laying

- (1) The pipe shall be laid with male ends toward the outlet. All pipes shall be laid true to line and grade, tightly fitted together and matched so that when laid in the work they will form a drain with a smooth and uniform invert. Unless a shorter length of pipe is required or otherwise permitted, not less than twenty-four (24) feet of piping shall be laid in one operation and the trench for each basin connection shall be fully excavated for its entire length before any pipes are laid therein.
- (2) During the progress of the work, the interior of the connections shall be cleared of all foreign matter and the exposed ends of pipe shall be provided with approved temporary covers fitted to the pipe so as to exclude such materials. Unconnected dead ends of pipe shall be closed with approved tile or precast concrete plugs or with hand tightening (wing nut type) expandable plugs as manufactured by O.R.H.A. Industries or Jones Manufacturing Co., or approved equivalent manufacturer, so as to provide a watertight seal. The threads are to be greased prior to tightening to ensure a proper seal without stripping.
- (D) Joints: Install "Push-On" joints in accordance with manufacturer's instructions.
- (E) Wyes and Tees: Provide ductile iron pipe Wye or Tee connections as required by the field conditions and as directed by the Engineer.
- (F) Maintenance During Installation: Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plug in ends of uncompleted pipe at end of each day or when work stops.
- (G) Testing: After installing drainage course on top of piping, test drain piping with water to ensure free flow before backfilling. Remove obstructions, replace damaged components, and repeat test until results are satisfactory and approved by the Engineer.

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(A) Damaged Pipe: Remove and replace damaged pipe, whether in or out of the trench, at no cost to the City.

## (B) Field Cutting

- (1) Ductile iron pipe shall be cut only by means of abrasive saws, hacksaws, wheel type cutters, milling type cutters or as approved by the Engineer. The use of "squeeze" type pipe cutters and cutting torches will not be permitted. The use of diamond points and dog chisels will not be permitted.
- (2) Wherever pipe is field cut, the entire outside of the cut end shall be beveled about one-quarter (1/4) inch at an angle of approximately thirty (30) degrees all around the pipe, with a coarse file or a portable grinder.
- (C) Fitting Into Reinforced Concrete Structures
  - (1) Pipe connections shall not enter reinforced concrete structures less than twelve (12) inches from the top or bottom of the structure. The ends of pipes which enter the reinforced concrete structure shall be neatly cut to fit the inner face of the structure. When directed, such cutting shall be done before the pipes are built in.

### (D) Backfilling

(1) Immediately after the Engineer has inspected and approved the pipe laid, the trench shall be backfilled.

#### 6.79 A.5 MEASUREMENT.

The quantity of Ductile Iron Pipe Connection to be measured for payment shall be the number of lineal feet of pipe of each size, furnished and incorporated in the work, complete, measured in place along its axis between the inner faces of the structures or pipe connected.

### 6.79 A.6 PRICE TO COVER.

The contract unit price bid per linear foot for the indicated size of Ductile Iron Pipe Connection shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish and incorporate in the work, complete, in place, all ductile iron pipe required including, but not limited to, excavation of all materials of whatever nature encountered, ledge rock (except where there is a separate contract price for Rock Excavation), joint materials, special pipes where required, inlets, cleanouts, bulkheads, temporary cover, trimming, fitting and building the pipe into concrete or masonry, connections to sewers, sheeting, bracing, backfilling, and all other items

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necessary to complete this work and perform all work incidental thereto, in accordance with the Contract Drawings and specifications, and as directed by the Engineer.

## Payment will be made under:

Item No. Item Pay Unit
6.79 AG 4" DUCTILE IRON PIPE CONNECTION L.F.

# SECTION 7.15 A Temporary Wooden Stairs

- **7.15A.1. INTENT.** This section describes the construction and maintenance of temporary wooden stairs and railings.
- **7.15A.2. DESCRIPTION.** Under this section, the Contractor shall construct and maintain temporary wooden stairs with railings where shown on the Contract Drawings, and to the satisfaction of the Engineer.
- 7.15A.3. MATERIALS. Provide materials as per Section 7.15.3 of the NYCDOT Standard Highway Specifications.

## 7.15A.4. CRITERIA.

- 1. The Contractor shall design, layout and provide for support of temporary stairs as shown on the Contract Drawings.
- 2. Stairway and railing shall be designed and signed by a Professional Engineer currently licensed in New York State. Designer shall be hired by the Contractor and paid by the Contractor as part of the stair work. Shop drawings and calculations shall be submitted to the Engineer for approval.
- 3. Stairway and railing shall meet design loading and requirements of AASHTO Standard Specifications for Highway Bridges, Chapter 2 and Chapter 3.
- 4. The Temporary Stairway shall meet the criteria set forth in the Chapter 18, Pedestrian Facility Design of the NYSDOT Highway Design Manual, as follows:
  - Minimum standard width between stairway railings = 4'-0"
  - Do not construct stairs with fewer than 3 (three) steps.

## Stair treads, risers:

- Tread T: minimum width = 11";
- Riser R: maximum = 6.89"/minimum = 4.5";
- Riser/Tread dimensions = 2R + 1T = 26"
- As per ADAAG, stairways with open risers are not permitted.
- Stair nosings shall be as per Exhibit 18-23 "Stair Nosing" in Chapter 18.
- Maximum vertical rise of any set of stairs between intermediate landings within a flight of stairs should fall within the range of 7.87' to 11.81' and should be evenly spaced along straight runs of stairways.

#### Handrails:

- Handrails must be constructed on both sides of the stairway.
- Handrail height = 36" (as per NYSDOT).
- Handrails and grab bars with a circumference or perimeter between 4" and 4.7". (see Exhibit 18-24 in Chapter 18).

• On stairs and ramps where vertical balusters are used in lieu of horizontal intermediate rails, the spacing must not allow the passage of a 4" sphere between the balusters. The spaces below the bottom rail of a handrail on a ramp must also be sized to prevent a 4" sphere from passing through. The space below the bottom rail of a handrail on a stairway must be sized to prevent a 6" sphere from passing through at any point (see Exhibit 18-25 in Chapter 18).

#### Protective Rails:

- The minimum height for protective rails is 3.5' on any pedestrian facilities that are more than 30" above an adjacent surface. The height of the protective rail is measured vertically from the adjacent surface.
- On the portion of any protective railing up to a height of 34" (measured from the adjacent walkway surface), the baluster spacing must not permit the passage of a 4" sphere.
- On the portion of any protective railing that extends above a height of 34" (measured from the walkway surface), the baluster spacing must not permit the passage of a 8" sphere.
- A 4" sphere must not be able to pass through the space between the walkway surface and the bottom rail.
- **7.15A.5. METHODS.** Methods are as per **Section 7.15.4** of the NYCDOT Standard Highway Specifications, and as per the Contractor's approved design
- **7.15A.6. MEASUREMENT.** The quantity of Temporary Wooden Stairs to be measured for payment shall be the number of linear feet of wood stairs actually constructed, measured along the toe of each step, between the limits of payment set at each location by the Engineer.
- **7.15A.7. PRICE TO COVER.** The contract price per linear foot for Temporary Wooden Stairs shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to construct and maintain temporary wooden stairs; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No. Item

Pay Unit

7.15 A TEMPORARY WOODEN STAIRS

L.F.

## SECTION 7.50 BT Bike Track

- **7.50BT.1.** INTENT. This section describes the work to be done in connection with the bike track.
- **7.50BT.2. DESCRIPTION.** The Contractor shall furnish and install a bike track in accordance with the Contract Drawings, the specifications and the directions of the Engineer.
- **7.50BT.3. MATERIALS.** All stainless steel angles and channels shall be AISI Type 316 alloy, conforming to ASTM A554 and ASTM A276, with #4 maintenance-free finish. All fasteners shall be AISI Type 316.

Adhesive anchor shall be Hilti HT-HIY 150 system or equivalent product by MKT Fastening or Red Head.

- 7.50BT.4. METHOD. The Contractor shall furnish and install a bike track where and as indicated on the Contract Drawings or as directed by the Engineer. All corners of U-cannel and anchor angles shall be rounded to 1/4" radius prior to finishing. All exposed edges shall be ground to 1/16" radius prior to finishing. The bike track, a stainless steel 6" wide U-channel, shall be surface mounted to the granite stairs with stainless steel angles which are shop welded to the U-channel. The angles shall be secured to the granite steps with 5/8" dia. adhesive anchor bolts predrilled into granite, embed 4" minimum. The bike track shall be placed accurately in the location indicated on the Contract Drawings.
- **7.50BT.5. SUBMITTALS.** All submittals shall follow the procedures in the General Conditions of **Sections 1.06.13** and **1.06.31** of the NYCDOT Standard Highway Specifications.

Shop Drawings: The Contractor shall submit shop drawings showing all dimensions and location of the bike track.

- **7.50BT.6. MEASUREMENT.** The quantity to be measured for payment shall be the number of linear feet of bike track actually placed, measured along the centerline of the top surface of each track, to the satisfaction of the Engineer.
- **7.50BT.7. PRICE TO COVER.** The contract unit price bid per lineal foot of Bike Track shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and all necessary incidentals required to furnish and install the bike track, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No. Item

Pay Unit

7.50 BT Bike Track

L.F.

## SECTION 7.50 ST Steel Bench

**7.50 ST.1. DESCRIPTION.** Under these items, the Contractor shall furnish and install each bench in accordance with the Contract Drawings, the specifications and directions of the Engineer.

## 7.50 ST.2. MATERIALS.

- (A) Benches shall be manufactured by Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Toll Free: (800) 521-2546. Phone (269) 381-0396. Fax (269) 381-3455. Website: www.landscapeforms.com.
- (B) Benches of the model specified may also be furnished by the following suppliers:
  - Arenson Furniture Rental 1115 Broadway New York, 10010 Phone: (212) 633-2400
  - AFD Contract Furniture Inc. 810 7th Avenue, New York NY, 10019 Phone: (212) 721-7100
  - Empire Office Inc.
     105 Madison Ave. #15
     New York, NY 10016
     Phone: (212) 607-5566
- (C) STYLE:

## **BACKED BENCH**

## "QASF0886-001"

- Length: 89-1/4 inches
- Seat Height: 18 inches
- Seat Depth: 19 inches
- Seat Width: 22 inches
- Seat Radius: 79 inches
- Arm Height: 24-7/8 inches
- Back Radius: 70 inches
- Back Angle: 9-1/2 degrees
- Seat Included Angle: 98-1/2 degrees
- Height: 34 inches
- (D) HARDWARE: Anchor bolts used to secure the benches to pavements shall be either stainless steel or hot-dipped galvanized steel. Type and dimensions of all bolts, nuts, and washers shall be as indicated on the Contract Drawings. Threads of all bolts shall have the ends upset after installation of nuts so as to render the connection vandal resistant.

#### **7.50 ST.3. METHODS.**

(A) DELIVERY, STORAGE, AND HANDLING. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. All material shall be bundled and fully supported during shipping and storage to prevent creep.

Material manufacturer's directions for storage and use shall be adhered to. Material surfaces shall be protected during shipment so as to arrive mar and scratch free in the field.

Keep materials in manufacturer's original, unopened containers and packaging until installation. Any damage or excessively scratched will be rejected and replaced with new at no additional cost to the City. All material must be straight and true when placed in the construction. Store any and all tooling, fixtures, process drawings and project files until last project phase is complete. Deliver all tooling, fixtures and documentation to the Engineer upon completion of the work.

(B) INSTALLATION. Benches shall be uniquely fabricated and pre-assembled before being installed in their final location in the work. Benches shall be installed in their final position and properly secured in place, as indicated on the Contract Drawings.

Protect installed product to ensure that, except for normal weathering, benches will be without damage or deterioration at time of Substantial Completion.

- (C) TOUCHUP AND REPAIR: For all clean welds, bolted connections, and minor damage caused by transportation and installation of metal powder coated surface, the touch-up finish shall be in conformance with manufacturer's recommendations. Provide touch-up such that the repair is not visible from a distance of six feet (6'). The touch up color shall match the color of the powder coat.
- **7.50 ST.4. SUBMITTALS.** All submittals shall be as per **Section 1.06.31** of the NYC Department of Transportation's Standard Highway Specifications, and in accordance with the following requirements:
  - (A) WARRANTY: The manufacturer guarantees a standard warranty that the products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.
  - (B) PROTOTYPE: The Contractor shall fabricate and furnish to the Engineer, for his approval, a complete full-scale prototype of the proposed bench prior to production of the proposed benches. Said prototype, when approved, shall be used as the standard of workmanship for all benches to be furnished under this contract. There shall be no material delivery to the job site without prior written approval of sample prototype; all material delivered to site without such approval shall be rejected. Contractor shall submit samples in sufficient time as to not delay progress of Construction. No separate payment will be made for this work.
- **7.50 ST.5. MEASUREMENT.** The quantity of Steel Bench to be paid for under this item shall be the number of Steel Benches, of the type specified, installed at the site to the satisfaction

the number of Steel Benches, of the type specified, installed at the site to the satisfaction of the Engineer.

**7.50 ST.6. PRICE TO COVER.** The price bid shall be a unit price for each Steel Bench and shall include the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary, including, but not limited to, all painting, hardware, anchors, and the furnishing of a complete prototype sample; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Excavation and concrete foundation shall be paid for separately under their respective Contract Items.

Payment will be made under:

Item No. Item Pay Unit

7.50 ST STEEL BENCH BACKED EACH

## SECTION 7.55 SS Stainless Steel Railings

**7.55SS.1. INTENT.** Under this section, the Contractor shall furnish and install fully welded, custom-fabricated, stainless steel railings of the following types: Stainless Steel Stair Handrail, Stainless Steel Picket Railing, and Stainless Steel Railing.

#### 7.55SS.2. REFERENCES.

- (A) American National Standards Institute (ANSI)
  AI 17.1 Accessible and Usable Buildings and Facilities
- (B) American Society for Testing and Materials (ASTM)
- (C) American Welding Society (AWS) Structural Welding Code
- (D) All railings must meet ADA requirements.
- (E) Provide railing conforming to AASHTO 2.7.3-Pedestrian Railings.
- **7.55SS.3.** SUBMITTALS. Follow the procedures in the General Conditions of Section 1.06.31 of the NYCDOT Standard Highway Specifications.
- (E) Submit product data for each product used including, but not limited to, stainless steel tubing, sheet, and bar stock. The Contractor shall submit splice locations and splice details to the Engineer as part of shop drawings.
  - Follow the requirements of the Section 1.06.13 of NYCDOT Standard Highway Specifications for submission of the shop and working drawings. Submit shop drawings showing fabrication and installation of stainless steel railings, inserts including dimensioned elevation and details of components and attachments to other units of work. Indicate materials, profiles of each member and fitting, joinery, splices and concealed connections for expansion, finishes, fasteners, anchorages and accessory Shop drawings shall incorporate accurate, field-verified topographic elevations and dimensions. Show and identify adjustments in the work made to accommodate field conditions, if Identify field dimensions. Include design loads. Include setting drawings, templates and directions for installation of anchorages to be installed as unit of work of other sections. Provide clear indication of alloy types covering each condition. All shop drawings for items under this Section shall be coordinated and submitted concurrently.
  - (G) Samples for verification purposes of type of metal prepared of same thickness and alloy indicated for final unit of work. Where finishes involve normal color and texture variations, include sample sets composed of the following showing full range of variations expected.

- 1. Provide three (3), 12 inch long samples of all linear shapes
- 2. Provide one (1) mock-up for splice of each railing type.
- 3. Provide mock-up of six linear feet of each railing type.

**7.55SS.4. QUALITY CONTROL.** Contractor shall provide the following qualifications:

Fabricator Qualifications: Metal fabricator with experience in successfully producing at least one stainless steel railings within the last 3 years similar to that indicated for this project, with sufficient production capacity to produce required units without causing delay in the work.

Installer Qualifications: Arrange for installation of stainless steel railings specified in this section by a metal installer experienced in the installation of at least one railing work within the last 3 years of type and extent specified.

7.55SS.5. MATERIALS. Provide stainless steel railings composed of metals of the forms and types which comply with requirements of referenced standards and which are free from surface blemishes where exposed to view in the finished unit. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, "oil canning", stains, discolorations, or other imperfections on finished units are not acceptable.

Stainless steel tube, sheet, and bar stock shall be Type 316 alloy, ASTM A 554, #4 maintenance-free finish. Alloy shall be Type 316 except where Type 304 is indicated on Contract Drawings. Standards for tube and pipe shall be ASTM A 312. Bars and shapes shall be ASTM A 276. Plate shall be ASTM A 240 or ASTM A 666. All railings and posts shall be fitted with end caps.

Bolts, anchor bolts, nuts, and washers and other fittings for attachment and anchorage shall be stainless steel Type 316 unless indicated otherwise on Contract Drawings.

Non-Shrink Grout: for anchoring handrail supports in concrete or stone masonry, shall be two-part epoxy grout, compatible with sealant.

Acceptable Fabricators: Subject to compliance with requirements, fabricators offering stainless steel railing systems that may be incorporated in the work include, but are not limited to, the following:

Hallen Steel
 45-24 37th Street
 Long Island City, NY 11101

- 2. ESP Metalcrafts 379 Harman Street Brooklyn, NY 11237
- Universal Steel Fabricators
   Junious Street
   Brooklyn, NY 11212
- 4. Laidman Fabrication 649 Morgan Avenue Brooklyn, NY 11222

PROJECT CONDITIONS. Take field measurements prior to preparation of shop drawings and fabrication, to ensure proper fitting of stainless steel components on granite, concrete and steel surfaces.

DELIVERY, STORAGE AND HANDLING. Store stainless steel railing components and materials in clean, dry and secure location.

**7.55SS.6. METHODS.** The Contractor shall be required to manufacture, install and protect the railings as shown on the Contract Drawings and in accordance with approved shop drawings to be furnished by the Contractor prior to fabrication.

- 1. Performance Requirements:
- (A) Stainless steel railing have been designed to withstand structural loads, as per AASHTO Standard Specs for Highway Bridges, Section 2, Pedestrian Railing.
- (B) Thermal Movements: Provide railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - a. Temperature Change (Range): 120 deg. F, ambient; 180 deg. F, material surfaces.
- (C) Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- 2. Fabrication:
- (A) Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly.
- (B) Fabrication and welding to comply with NYSDOT Steel Construction Manual.

- (C) At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- (D) Fabricate anchorage devices capable of withstanding loads imposed by railings.
- (E) Accurately form curved elements of railings to radii indicated on the drawings, without kinks. Where curvature is required on sloping railings, curvature shall be accurate in horizontal dimension while also providing the required slope.
- (F) Tolerances: Railings shall be fabricated to the following tolerances: within 1/8" from plumb in all directions for 36" vertical distance. Maximum variation from flush conditions for all elements shall be 1/16". Maximum variation in horizontal alignment from true dimensions for top rails shall be 1/4". Maximum variation from true vertical alignment of railings shall be 1/4".
- (G) Cut, drill, shear, and punch metals cleanly and accurately. Remove burrs from exposed cut edges. Ease exposed edges to a radius of approximately 1/16", unless otherwise indicated.
- (H) Provide weep holes or another means to drain entrapped water in hollow sections of railing members that are exposed to exterior or to moisture from condensation or other sources.
- (I) Fabricate joints in watertight manner.
- (J) Coordinate the furnishing of anchorages with setting drawings, diagrams, templates, instructions, and directions of installation of items having integral anchors which are to be embedded in other construction, if any. Coordinate delivery of such items to the project site.
- 3. Installation:
- (A) Provide anchorage devices and fasteners where necessary for securing railing systems to in-place construction; and other connectors as required.
- (B) Perform cutting, core-drilling and fitting required for installation of railing. Set products accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels. Set posts plumb within a tolerance of 1/32" per feet and align rails so variations from level for horizontal or from parallel with wall slope do not exceed 3/16" per 10 Feet. Holes to receive railings shall be cleanly coredrilled in granite and other masonry surfaces using the smallest size diameter to fit the supports, with not more than 1/8" additional diameter. Holes shall be accurately located per layout plans, and railing shop drawings shall be prepared to fit the hole

locations as field-verified. The holes shall be of the depths indicated on the Contract Drawings, or eight inches, whichever is greater. Care shall be taken while drilling in granite such that no damage will be done. Any damage to masonry surfaces resulting from drilling operations shall be remediated by the Contractor at no additional cost to the City, which may include replacement of whole granite units. No repair of granite involving gluing or patching will be allowed.

- (C) For railing installation at concrete and granite surface, the railings shall be erected as detailed on Contract Drawings. After posts have been set in place and properly supported to hold them to line and grade, the annular space shall be filled level or slightly higher than top surface with non-shrinking grout. For sloped surfaces, non-shrink grout shall be poured 0.25" low; after the grout has hardened, any remaining depression on sloped holes shall be filled and screeded flush with stiff mixture of epoxy grout matching color of concrete. In no case should grout protrude above finish grade. Mask around drill holes as necessary to prevent grout from contacting or staining adjacent surfaces.
- (D) Fit exposed connections accurately together to form tight, hairline joints or, where indicated, with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grinding are required for proper shop fitting and jointing of ornamental metal items, restore finishes to eliminate any evidence of such corrective work.
- (E) Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing or provide new units as required.
- (F) Field Welding: Comply with applicable AWS specification for procedures of manual shielded metal-arc welding, for appearance and quality of welds made, and for methods used in correcting welding work. Weld connections that are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed welded joints smooth and restore finish to match finish of adjacent rail surfaces.

#### 4. Protection:

- (A) Protect finish of railing systems from damage during construction period by use of temporary protective coverings approved by stainless steel fabricator. Remove protective covering as soon as need for protection has passed, but no later than time of Substantial Completion.
- (B) Restore protective coverings that have been damaged during shipment or installation of the work. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location. Retain protective coverings

intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration.

(C) Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items which cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units as required.

7.55ss.7. MEASUREMENT. The quantity to be measured for payment shall be:

STAINLESS STEEL STAIR HANDRAIL: The number of linear feet of stainless steel stair handrail measured along the center line of the railing, actually installed to the satisfaction of the Engineer, irrespective of wall- or ground-support.

STAINLESS STEEL PICKET RAILING: The number of linear feet of stainless steel picket railing measured along the center line of the top rail of the railing, actually installed to the satisfaction of the Engineer.

STAINLESS STEEL RAILING: The number of linear feet of stainless steel railing measured along the center line of the railing, actually installed to the satisfaction of the Engineer.

7.55SS.8. PRICES TO COVER. The unit price bid per linear foot of railing of each type specified shall cover the cost of all labor, material, plant, equipment, insurance, and incidentals necessary, but not limited to, furnishing and installing all stainless steel railings, posts, wall-supports, brackets, expansion joints, drilling of holes, welding, grouting, and shop drawings to complete the work, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item		Pay Unit
7.55 SS8	STAINLESS STEEL STAIR HANDRAIL STAINLESS STEEL PICKET RAILING STAINLESS STEEL RAILING	Mark San	L.F. L.F. L.F.

# SECTION 8.26 R Existing Stone Masonry Restoration

**8.26R.1. DESCRIPTION.** Under this Section the Contractor shall furnish all labor, materials, plant, equipment, and necessary incidentals required to remove, clean, repair, restore, store, and reinstall existing granite light pole piers; remove, store and reset existing stair treads; repoint and repair existing stone masonry; scaffolding, stabilizing, and protecting the existing portions of the wall to remain as necessary to perform the work; replacement of any existing stone that is irreparably damaged as a result of the work; and cleaning of the stone to remain; all in accordance with the Contract Drawings, the specifications and as directed by the Engineer.

Reference Standards shall conform to **Section 9.95 G**, Dimensioned Granite Masonry, herein Addendum 1.

Delivery, storage, fabrication, and installation standards for new and replacement granite shall conform to **Section 9.95 G**, Dimensioned Granite Masonry, except that stone and joints shall match existing granite as described herein.

#### 8.26R.2. MATERIALS.

Replacement Stone: If required, stone for granite replacement shall comply with **Subsection 9.95G.2.A** of this Addendum 1. Stone shall match existing granite in color, texture, and finish, to the satisfaction of the Engineer. No separate payment will be made to remedy any damage caused by Contractor's operation to existing stone to remain. The Contractor shall replace such stone to the satisfaction of the Engineer at no additional cost to the City.

Mortar, Grout, Setting Adhesive and Slurry Bond Coat: For resetting of stone stair treads and reinstallation of stone light pole piers, shall conform to Section 9.95 G herein Addendum 1. Mortar for all other work shall be Type 1 and shall be in accordance with the requirements of Section 3.07 of the NYCDOT Standard Highway Specifications. Color of sand and pigment to be added shall be subject to approval by the Engineer. Color of mortar shall match color of the existing mortar used in joints of the existing masonry wall.

Anchors: Provide anchors of type and size required to support stonework. Unless otherwise indicated, each stone unit shall be set with a minimum of two 0.5" x 6" length stainless steel dowels set in drilled holes, set the maximum distance apart and approximately 6" from each end. Dowels shall be anchored with epoxy grout in both granite and substrate. Stainless steel shall be Type 304 unless otherwise indicated on the Contract Drawings.

Epoxy grout: for attaching granite to stainless steel anchors and supports shall be a high-modulus, low-viscosity, high-strength epoxy grouting/sealing/binder adhesive such as "Sikadur 35 Hi-Mod LV" as

manufactured by Sika Corporation, <a href="www.usa.sika.com">www.usa.sika.com</a>, or equivalent product by Integra Adhesives, <a href="www.usa.sika.com">www.usa.sika.com</a>, or equivalent www.mapei.com, or an approved equivalent.

Lead or plastic buttons used shall be of the thickness required for the joint size shown or specified, and of the size required to maintain a uniform joint width, and meet the load requirements of stone installation condition.

Concrete shall conform to **Section 4.06** of the NYCDOT Standard Highway Specifications, and shall be paid under the **Item 4.06**.

Steel Reinforcement, if required, shall conform to Section 4.14 E as specified herein Addendum 1, and shall be paid under the Item 4.14 E.

Patching compound for filling holes and patching existing granite shall be a product specially-formulated for granite masonry repair and which can be custom-tinted as necessary to match the existing granite, such as "Jahn Type M160 Granite and Bluestone Repair Mortar" by Cathedral Stone Product, or "System 45-GR" by Edison Coatings, or equivalent product by Sika, or other approved equivalent. Color for patching shall be selected from a full available array of custom colors.

Epoxy adhesive for installing granite "Dutchman" for repairs shall be a two-part epoxy adhesive suitable for excellent performance in exterior applications requiring strong bond of granite materials, as "Akepox" by Akemi, or "Sikadur Hi-Mod" by Sika, or other approved equivalent. Cured color shall match granite to the satisfaction of the Engineer.

- **8.26R.3. QUALITY CONTROL**. Restoration work shall be performed by a firm that can exhibit proof of at least one project in three (3) years of prior successful experience with stone restoration of equivalent type and similar scope to this project.
- **8.26R.4.** SUBMITTALS. All submittals shall be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, Section 1.06.31.
- (A) Submit qualifications data as required under Quality Control including work history of stonework foreman and stone masons.
- (B) Submit shop drawings: If new stone fabrication is required to complete the work under this section, provide shop drawings in accordance with the requirements of the **Section 1.06.13 of** NYCDOT Standard Highway Specifications.
- (C) Photographs: Submit clear, high-resolution color digital images in jpeg format (in addition to those required under Article 1.06.45 of the General Conditions) recording existing conditions for all stone to be modified, or adjacent to any stone to be modified, including overall and detail images of front, top, bottom, and rear views—of wall and installation configuration of

materials to be reconstructed, taken prior to the commencement of any work.

- (D) For replacement stone if required, submit minimum 1"x6"x6" stone sample, quarry source information, and material properties data for stone to be supplied for the work in conformance with Section 9.95 G, Dimensioned Stone Masonry, herein Addendum 1.
- (E) Submit product data and samples for each installation material item including fitting hardware, fastening devices, accessories, mortars, caulk, grouts, and the like. Provide color samples of actual materials, for selection by the Engineer.
- (F) Mock-ups: Prepare mock-ups for repointing, granite patching, filling and repairing, and other mock-ups as required herein for review by the Engineer prior to executing actual work.

#### 8.26R.5. METHODS.

- (A) Stone Fabrication: Fabricate new stone for replacement of any stone damaged in the course of restoration work, or where existing stone units cannot be utilized. For any existing granite masonry damaged in the course of the work, replace or repair masonry to the satisfaction of the Engineer at no additional cost to the City. Fabricated replacement units shall match existing shapes including curvature, indentations, and angles of sectional profile.
- (B) Preparation: Verify all measurements and dimensions for this work. Coordinate and schedule stonework fabrications and installations with the work of other related trades.
- (C) Protection: Protect existing masonry and other elements to remain. Protect mortar materials and stone accessories from weather, moisture, and contamination with earth and other foreign materials. Do not use mortar materials to install stone when the temperature is below 4 degrees Celsius (40 degrees Fahrenheit). When exposed during construction activities, protect partially completed stonework against weather when work is not in progress. Cover top of uncompleted work sections with strong, waterproof, non-staining membrane extending down both sides of walls and anchor securely in place.
- (D) Sawcutting: Accurately mark on existing granite, in non-permanent media, cutting lines for all sawcutting of the existing stone and masonry joints. Do not cut stone without prior approval of the Engineer of the sawcut lines. Erect jigs and other support as necessary to accurately guide sawcutting. Make vertical and horizontal cuts along straight lines, using equipment of minimum size necessary to achieve cuts, minimize vibration, and protect stone to remain.
- (E) Removal of Existing Stone Units: Using only hand tools, carefully remove existing stone units designated for removal.

Remove only those stone units that have been specifically identified on the drawings for removal, and any additional stone as directed by the Engineer. Sawcut through joints as necessary to sever metal dowels that may hinder removal. Lift stone units from position using webbed nylon slings, and guide from removal location using wood or steel supports as necessary to prevent impact with existing stones to remain that would cause damage or dislodgment.

- (F) Storage of Salvaged Stone: Place salvaged stone units individually and securely on wood pallets stored in location as directed by Engineer, being careful not to let units contact each other. Do not pile units. For any stone units that must be reinstalled, clearly identify removed units on non-exposed surfaces for later reconstruction.
- Using hand tools, remove Re-finishing and Repair of Stone: (G) existing mortar, grout, and other extraneous materials from surface of stone units that will remain or be re-installed. Carefully remove existing precast light pole bases from granite piers, after existing light poles and anchor bolts have been For previously-unexposed stone surfaces that will be visible after completion of the project, sandblast, texture with chisel, or flame the exposed surface to the satisfaction of the Engineer to remove mortar or other material and provide a clean finish. As directed by the Engineer, install "Dutchman" inserts in large chipped areas, holes or other depressions as required utilizing matching existing stone pieces cut to accurate shapes, set with matching-colored epoxy repair adhesive. Epoxy joint width shall not exceed 1/8". Alternatively, if directed by the Engineer, the Contractor shall perform such filling or repairs utilizing patch material.
- Patching of Stone: Where existing granite is cracked or chipped, (H) and where patching is otherwise necessary as determined by the Engineer, patching shall be performed as described herein. back to sound stone with chisel and hammer. Score surface to receive patch along straight lines with chisel to provide a mechanical key with patching material of minimum 1/4" depth. feathering of patch material shall be allowed. Thoroughly clean all stone dust and debris from areas that are to be repaired by air and then with a soft brush and water. Pre-moisten stone with clean water and a stiff natural bristle brush to prevent patching mortar from drying out prematurely. Prepare test patches as required for approval by the Engineer to determine the correct degree of moistening. Mix patching material per manufacturer's instructions. Patching mortar should be shapeable without using molds and as it is being applied should hold its shape right Do not mix more material than can be used within 30 minutes. Apply with trowel so that patch is slightly higher than Apply patch mortar in thickness per adjacent surfaces. manufacturer instructions. Allow to harden for 7 days, then carefully cut back and tool to match adjacent surfaces. Maintain

mortar joints; do not install patch across joints. Keep patches damp for 72 hours after installations.

- (I) Anchorage Devices: Install stainless steel dowels and other anchorage devices as required for stability as directed by Engineer due to deterioration encountered. Drill holes in granite to receive anchorage devices using tools and support as required to allow accurate drilling and protection of the stone. Drill holes to depth required and install a compressible filler inside the cavity to prevent stone units from bearing on dowels or anchors such that cracking may occur. Set anchorage devices in stone with epoxy grout.
- (J) Stone Resetting: For resetting of existing stone steps and granite light pole pier units, provide two stainless steel anchor dowels per stone unit, of length to allow embedment of minimum 2" in both stone and substrate. Before being set, all stone shall be clean and free of ice, frost, and old mortar. otherwise shown, each piece shall be carefully bedded in a full bed of mortar and tapped home with a rawhide mallet or by other suitable means to a full and solid bearing. Set units on mortar setting bed, with setting adhesive, slurry bond coat, and full head joints installed in conformance with Section 9.95 G, Dimensioned Granite Masonry, herein Addendum 1. Particular care shall be exercised to equalize bed and joint openings and eliminate the need for redressing of exposed surfaces. Exposed surfaces shall be kept free of mortar at all times. Tolerances and other standards for stone setting shall be same as specified in Section 9.95 G, Dimensioned Granite Masonry. Joints between tread units, and between tread units and adjacent existing cheek wall, shall be finished with sealant in conformance with Section 9.95 G.
- (K) Joints: Sealant and grout joints shall match those of equivalent areas of existing masonry, as identified by the Engineer, or if directed by the Engineer shall be of uniform 3/8" or other width. Joints shall be approved by Engineer prior to work. Grout and sealant joints shall be installed in conformance with Section 9.95 G.
- (L) Repointing: Repointing shall be performed on all joints unless otherwise direct by the Engineer. Repoint matching approved mock-ups, utilizing skilled workers. Prepare mock-up matching sand, cement color and overall appearance of existing joints identified as "example" joints by the Engineer, for approval by the Engineer before proceeding. For joints designated for repointing, remove such existing joints to 2.5 times the width of the existing joints, or as directed by the Engineer. Any loose or disintegrated mortar beyond this minimum depth also should be Utilize hand tools or small pneumatically-powered chisels as necessary to minimize vibration or disturbance of stone. Remove mortar cleanly from between the stone units, leaving square corners at the back of the cut. Before filling, the joints should be rinsed with a jet of water to remove all

loose particles and dust. At the time of filling, the joints should be damp, but with no standing water present. Where existing mortar has been removed to a depth of greater than 1 inch, these deeper areas should be filled first, compacting the new mortar in several layers. The back of the entire joint should be filled successively by applying approximately 1/4 inch of mortar, packing it well into the back corners. This application may extend along the wall for several feet. As soon as the mortar has reached thumb-print hardness, another 1/4 inch layer of mortar approximately the same thickness may be applied. Apply successive layers in same manner to fill the joint flush with the outer surface of the masonry. Allow each layer time to harden before the next layer is applied. When the final layer of mortar is thumb-print hard, the joint should be tooled to match the existing example joint with uniform color and appearance. with water and cover joints with burlap as necessary to maintain optimum curing appropriate for weather conditions.

(M) Cleaning: After being pointed the stone work shall be carefully cleaned starting at the top, removing all dirt, excess mortar, stains and other defacements. Stainless steel wire brushes or wool may be used, but the use of other wire brushes or of acid or other solutions which may cause discoloration is expressly prohibited. Remove graffiti, stains, and other defacements from all stone surfaces to remain within the project limits, to the satisfaction of the Engineer.

## 8.26R.6. MEASUREMENT. The quantity measured for payment shall be:

- (A) EXISTING STONE WALL RESTORATION: Payment shall be made by the number of cubic feet of stone masonry restored as described in the above-sections, to the satisfaction of the Engineer.
- (B) REPOINTING EXISTING MASONRY: Payment shall be made by the number of square feet of stone masonry repointed as described in the above-sections, to the satisfaction of the Engineer.
- (C) RESET STONE STAIR TREADS: Payment shall be made by the number of linear feet of existing granite stair treads reset as described in the above-sections, measured along the nose of each tread, irrespective of tread width or depth, to the satisfaction of the Engineer.

#### 8.26R.7. PRICES TO COVER.

(A) EXISTING STONE WALL RESTORATION: The contract unit price bid per cubic foot shall cover the cost of all labor, materials, plant, insurance, equipment, and all necessary incidentals required to execute the work including, but not limited to, photographs, protecting the existing portions of the wall to remain; removal, cleaning, repairing, restoring, storage, and reinstalling existing granite light pole piers; and cleaning any adjacent stone or other stone to remain that has been

affected by the work; all in accordance with the Contract Drawings, the specifications, and direction of the Engineer.

- (B) REPOINTING EXISTING MASONRY: The contract unit price bid per square foot shall cover the cost of all labor, materials, plant, insurance, equipment, and all necessary incidentals required to execute the work including, but not limited to, photographs, repointing of existing stone walls and cleaning any adjacent stone or other stone to remain that has been affected by the work, all in accordance with the Contract Drawings, the specifications, and direction of the Engineer.
- (C) RESET STONE STAIR TREADS: The contract unit price bid per linear foot shall cover the cost of all labor, materials, plant, insurance, equipment, and all necessary incidentals required to execute the work including, but not limited to, photographs, removal, storage and resetting of existing granite stair treads; and cleaning any adjacent stone or other stone to remain that has been affected by the work; all in accordance with the Contract Drawings, the specifications, and direction of the Engineer.

## Payment will be made under:

Item No.	Item	Pay Unit
8.26 RCF	EXISTING STONE WALL RESTORATION	C.F.
8.26 RP	REPOINTING EXISTING MASONRY	S.F.
8.26 RS	RESET STONE STAIR TREADS	L.F.

## SECTION 8.51 C Coping Restoration

8.51C.1. DESCRIPTION. Under this Section the Contractor shall furnish all labor, materials, equipment, and necessary incidentals required to repair and restore the existing granite coping designated on drawings to remain, as shown on the Contract Drawings or as ordered by the Engineer. The work shall include, but not limited to, cleanly detach pipe railings and associated anchors embedded in the copings; patching of resulting holes and repair of damage to granite surfaces; repointing of joints between coping units; removal and resetting of granite coping units if they become dislodged as a result of the work; replacement of granite coping units if they become irreparably damaged as a result of the work; and cleaning of the stone to remain.

If removal and reinstallation of granite coping is required, such work shall be performed in conformance with the requirements of **Section 8.26 R**, Existing Stone Masonry Restoration, herein Addendum 1.

Delivery, storage, fabrication, and installation standards for replacement granite, if necessary shall conform to **Section 9.95 G**, Dimensioned Granite Masonry, herein Addendum 1, except that stone and joints shall match existing granite as described herein.

**8.51C.2.** MATERIALS. Replacement stone for coping restoration, if necessary, shall comply with Section 9.95G.2.A, herein Addendum 1. Stone shall match existing granite in color, texture, and finish, to the satisfaction of the Engineer. No separate payment will be made to remedy any damage caused by Contractor's operations to existing stone designated to remain. The Contractor shall replace such stone to the satisfaction of the Engineer at no additional cost to the City.

Patching Compound for filling holes and patching existing granite shall be a product specially-formulated for granite masonry repair and which can be custom-tinted as necessary to match the existing granite, such as "Jahn Type M160 Granite and Bluestone Repair Mortar" by Cathedral Stone Product, or "System 45-GR" by Edison Coatings, or equivalent product by Sika or other approved equivalent. Color for patching shall be selected from a full available array of standard and custom colors.

Epoxy adhesive for installing granite "Dutchman" for repairs shall be a two-part epoxy adhesive suitable for excellent performance in exterior applications requiring strong bond of granite materials, as "Akepox" by Akemi, or "Sikadur Hi-Mod" by Sika or other approved equivalent. Cured color shall match granite to the satisfaction of the Engineer.

Materials for repointing and resetting shall conform to Section 8.26 R, Existing Stone Masonry Restoration.

**8.51C.3. QUALITY CONTROL**. Restoration work shall be performed by a firm that can exhibit proof of a minimum one project in three (3)

years of prior successful experience with stone restoration of equivalent type and similar scope to this project.

- **8.51C.4. SUBMITTALS.** All submittals shall be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, **Section 1.06.31**.
- (G) Submit qualifications data as required under Quality Control.
- (H) Photographs: Submit clear, high-resolution color digital images in jpeg format (in addition to those required under Article 1.06.45 of the General Conditions) recording existing conditions for all stone to be repaired or replaced, or adjacent to any stone to be modified, including overall and detail images of front, top, bottom, and rear views—of wall and installation configuration of materials to be restored, taken prior to the commencement of any work.
- (I) Submit product data and samples patching compound and all other material to be used in restoration. Provide color samples of actual materials, for selection by the Engineer.
- (J) Mockup: Prepare mockup of repairs using patching compound on one hole, and of one 6" segment of repointed joints for review by the Engineer prior to proceeding with work. Allow mockups to fully cure as required for color review.

## 8.51C.5. METHODS.

- (N) Protection: Protect existing masonry and other elements to remain. Protect mortar materials and stone accessories from weather, moisture, and contamination with earth and other foreign materials. Do not use mortar materials to install stone when the temperature is below 4 degrees Celsius (40 degrees Fahrenheit). When exposed during construction activities, protect partially completed stonework against weather when work is not in progress. Cover top of uncompleted work sections with strong, waterproof, non-staining membrane extending down both sides of walls and anchor securely in place.
- (O) Removal of Pipe Railings: Remove pipe railings in conformance with **Section 6.18.7**, of the NYCDOT Standard Highway Specifications except as noted herein. Pipe railings shall be cut from supports prior to removal of supports from granite. Grind anchor bolts above base plates and carefully remove supports and base plates to avoid damage to granite. Grind remaining metal bolts to a minimum of 0.75" below surface of granite before patching. Remove grout, caulk, or adhesive residue with stiff steel brush.
- (P) Re-finishing and Repair of Stone: Using hand tools, remove existing mortar, grout, and other extraneous materials from surface of coping units to remain. As directed by the Engineer, install "Dutchman" inserts in large chipped areas, holes or other

depressions as required utilizing matching existing stone pieces cut to accurate shapes, set with matching-colored epoxy repair adhesive. Epoxy joint width shall not exceed 1/8". Alternatively, if directed by the Engineer, the Contractor shall perform such filling or repairs utilizing patch material.

- Patching of Stone: Where existing railing anchors have been (Q) removed, and where patching is otherwise necessary, patching shall be performed as described herein. Cut back to sound stone Score surface to receive patch along with chisel and hammer. straight lines with chisel to provide a mechanical key with patching material of minimum 1/4" depth. No feathering of patch material shall be allowed. Thoroughly clean all stone dust and debris from areas that are to be repaired by air and then with a soft brush and water. Pre-moisten stone with clean water and a stiff natural bristle brush to prevent patching mortar from drying out prematurely. Prepare test patches as required for approval by the Engineer to determine the correct degree of manufacturer's  $\mathtt{Mix}$ patching material per instructions. Patching mortar should be shapeable without using molds and as it is being applied should hold its shape right Do not mix more material than can be used within 30 minutes. Apply with trowel so that patch is slightly higher than Apply patch mortar in thickness per adiacent surfaces. manufacturer instructions. Allow to harden for 7 days, then carefully cut back and tool to match adjacent surfaces. Maintain mortar joints; do not install patch across joints. Keep patches damp for 72 hours after installations.
- (R) Repointing: Repoint joints between coping units in conformance with the requirements of **Section 8.26 R**, Existing Stone Masonry Restoration, herein Addendum 1, including cleaning of any adjacent stone or other stone to remain that has been affected by the work.
- **8.51C.6. MEASUREMENT.** Payment shall be made by the number of linear feet of coping restored as described in the above-sections, to the satisfaction of the Engineer.
- The contract unit price bid per linear 8.51C.7. PRICES TO COVER. foot shall cover the cost of all labor, materials, plant, insurance, equipment, and all necessary incidentals required to execute the work including, but not limited to, photographs, protecting the existing portions of the wall to remain; removal of pipe railings and associated anchors; patching and repair of damage to granite surfaces; repointing of joints between coping units; and cleaning of any adjacent stone or other stone to remain that has been affected by the accordance Drawings, the work; with the Contract all in specifications, and direction of the Engineer.

Payment will be made under:

Pay Unit L.F.

# SECTION 8.53 WFR Retaining Wall Flag Repair

- 8.53WFR.1. INTENT. This work shall consist of the repair of all flagged conditions (Safety and Structural) of the existing retaining wall and roadway as deemed necessary by DDC's Commissioner during the life of the contract.
- **8.53WFR.2. DESCRIPTION.** A flagged condition is defined to be a deficient condition in a retaining wall or roadway identified during construction as requiring extra work to facilitate maintenance and protection of both vehicular and pedestrian traffic.

Flagged repairs may include, but are not limited to:

- a) shifted or collapsed sections of wall;
- b) City-owned utility repairs; and,
- c) Parapet coping adjustments.

Such extra City work shall be paid for under this item in accordance with the requirements of Article 26 in the Standard Construction Contract dated December 2013.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any extra work performed by the Contractor, as directed by DDC's Commissioner.

Payment will be made under:

Item No. Item

Pay Unit

8.53 WFR RETAINING WALL FLAG REPAIR

FIXED SUM

# SECTION 9.09 Underdrain Filter, Type I

- **9.09.1. DESCRIPTION.** Under this section, the Contractor shall furnish and install an underdrain filter, Type I, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.
- 9.09.2. MATERIALS. Underdrain Filter, Type I, shall meet the requirements of Subsection 605-2.02 of the New York State Department of Transportation(NYSDOT) Standard Specifications, as currently amended.
- 9.09.3. METHODS. The Contractor shall be required to excavate a trench for the installation of an underdrain in accordance with the requirements shown on the Contract Drawings. All other work shall be performed in accordance with the requirements of Subsection 605-3.02 of the NYSDOT Standard Specifications.
- 9.09.3. MEASUREMENT. The quantity to be measured for payment will be the number of cubic yards of Type I granular filter material placed in between the payment lines indicated on the Contract Drawings with a deduction taken for the space occupied by underdrain pipe, Item No. 9.13 as specified herein Addendum 1.
- 9.09.4. PRICE TO COVER. The unit price bid per cubic yard for this item shall include the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, excavating the trench to install the underdrain filter, all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No. Item Pay Unit

9.09 UNDERDRAIN FILTER, TYPE I C.Y.

## SECTION 9.13 6" Perforated PVC Underdrain Pipe

- **9.13.1. DESCRIPTION.** Under this section, the Contractor shall furnish and install a 6" perforated PVC underdrain pipe in accordance with the plans, the specifications and the directions of the Engineer.
- **9.13.2. MATERIALS.** PVC underdrain pipe to be used shall meet the requirements of **Subsection 706-18** of the New York State Department of Transportation's Standard Specifications, as currently amended.
- **9.13.3. METHODS.** All work shall be performed in accordance with the requirements of **Subsection 605-3.01** of the New York State Department of Transportation Standard Specifications.
- **9.13.4. MEASUREMENT.** The quantity to be measured for payment will be the number of linear feet of 6" perforated PVC underdrain pipe actually installed, in place, according to the details shown on the plans, to the satisfaction of the Engineer.
- **9.13.5. PRICE TO COVER.** The unit price bid per linear foot for this item shall include the cost of furnishing all labor, materials, plant, equipment, and incidentals necessary to complete the work, all in accordance with the plans, the specifications and the directions of the Engineer.

No separate payment will be made for the cost of excavation which shall be deemed included under **Item 6.02 AAN**.

Payment will be made under:

Item No. Description

Pay Unit

9.13 6" PERFORATED PVC UNDERDRAIN PIPE

L.F.

## SECTION 9.71 WAV

# Survey Monitoring and Visual Inspection of the Existing Wall

## 9.71WAV.1. INTENT

The intent of this Section is to monitor the stability and movement of the existing walls by monthly survey of permanent prisms and Visual inspection of the walls or, in case of an unusual event (e.g. water main break, heavy rainfall or abnormal flooding), monitoring shall be performed within 24 hours of the event. The reports summarizing the results upon completion of every inspection shall be submitted to the Engineer. Survey Monitoring and Visual Inspection of the Existing Walls shall be continued until the installation of Retaining Walls 2 and 3 are completed or as directed by Engineer.

#### 9.71WAV.2. DESCRIPTION.

The Contractor shall establish 10 prism targets; where directed by the Engineer, on the existing walls to remain and be monitored under this contract. The Contractor shall engage the services of a New York State Licensed Land Surveyor to establish and survey the locations of the targets. If any target is lost, stolen or disturbed the Contractor shall replace it with a new one at no additional cost to the City. A Licensed Land Surveyor and Professional Engineer shall perform survey monitoring and visual inspection of the wall, compare previous reports, and monitor the condition of the existing wall. Any movements noted shall be a cause for work to cease and remedial action be taken, and shall immediately brought to the attention of the Engineer for approval of those remedial actions. The final report summarizing the results including recommendations shall be provided to the Engineer for review.

### 9.71WBB.3. MONITORING CRITERIA.

ANOMALY	MOVEMENT
Horizontal or	
Vertical	0.25 INCHES
Movement	

## 9.71WAV.4. SUBMISSIONS

The Contractor will be required to retain the services of a qualified firm, or firms, with experience in structural engineering, land surveying, soil mechanics, foundations, and the design and evaluation of earth retaining structures similar in nature to the existing wall.

Within thirty (30) days of the award of this contract, the Contractor shall submit to the Engineer qualifications of the firm it proposes to provide the engineering and surveying services described in this section. The proposed firm(s) must have successfully provided engineering and or surveying services similar to the services described in this section on a minimum of two (2) comparable projects within the last three (3) consecutive years.

Pay Unit

Compliance with such special experience requirements will be determined solely by the Commissioner. Once a firm is approved, no substitution will be permitted, unless the Commissioner has approved the qualifications of the proposed replacement in writing in advance. If the qualifications of the proposed firm are not acceptable, the Contractor shall submit the qualifications of another proposed firm within fifteen (15) days of notice to do so.

Each report shall consist of two (2) components: a detailed description of the findings of the visual inspection and the tabulated results of the locations of the prisms along with a stated amount of movement (if any). The report shall include all field notes, measurements and photographs (in addition to those required under Article 1.06.45 of the General Conditions), as required, of the existing wall conditions. The minimum size of photographs shall be 4" by 6". The report shall be submitted for the Engineer's review within five (5) business days following the completion of the survey monitoring and inspection work. Contractor shall provide digital version of the report and photographs used in the preparation of the report.

The visual inspection report shall follow the NYC Buildings Department format for "B. DETAILED VISUAL INSPECTION" and as ordered by the Engineer. The survey results can be a tabulation showing the differences between subsequent surveys. The Contractor will be provided a list of survey points and coordinates as the baseline upon given the Notice to Proceed (NTP).

#### 9.71WAV.5. METHOD OF MEASUREMENT.

The quantity to be measured for payment shall be number of visits actually performed for survey monitoring and visual inspections of existing wall, as directed by Engineer. Each visit shall consist of the following operations: Survey monitoring, Visual inspection and report preparation as described under Submissions.

### 9.71WAV.6. PRICE TO COVER.

The unit price bid per visit for Survey Monitoring and Visual Inspection of existing wall shall include the cost of furnishing all labor, materials, equipment, and insurance to visually inspect and survey monitor the location of the existing prisms, prepare and submit reports following every Monitoring and Inspection of existing walls, and all other work incidental thereto, including, but not be limited to, furnishing and establish prism targets, and photographs, all in accordance with the specifications and directions of the Engineer.

No additional payment will be made for the replacement of damaged, stolen and/or disturbed prisms.

Payment will be made under:

Item No. Item

9.71 WAV SURVEY MONITORING AND VISUAL INSPECTION VISIT OF EXISTING WALL

# SECTION 9.71 WBB Vibration Monitoring of Existing Buildings

- 9.71WBB.1. INTENT. The intent of this Section is to continuously monitor vibrations induced by construction activities for the existing step street reconstruction until the work is complete.
- **9.71WBB.2. DESCRIPTION.** This work shall consist of performing vibration monitoring of background and construction activities, provide continuous email-notification of the readings to the Engineer (24-hours/7-days per week) and prepare daily and summary report(s) of vibration readings.
- **9.71WBB.3. MATERIALS.** Provide a 3-component seismograph, capable of measuring particle velocity data in three mutually perpendicular directions. Annual factory calibration is required throughout the duration of the work.

#### 9.71WBB.4. MONITORING CRITERIA.

ANOMALY	PEAK PARTICLE VELOCITY
PEAK CRITERIA	0.5 INCHES PER SECOND

- 9.71WBB.5. METHODS. The Contractor shall provide, as a minimum, a written vibration Monitoring Plan which shall include, but not limited to, the following items:
  - 1. The name of the vibration monitoring specialist(s).
  - 2. The scheduled start date and length of construction operations which require vibration monitoring.
  - 3. The limits of vibration monitoring work for the proposed construction activities.
  - 4. The location of any underground utilities in proximity to the construction operation.
  - 5. Submit proof and details, as references, of two projects in the past three years where the vibration monitoring consultant performing the work has satisfactorily monitored construction operations by recording maximum peak particle velocities (PPVs). Include contact information for each reference.
  - 6. Submit information on the required 3-component seismograph, capable of measuring particle velocity data in the three mutually perpendicular directions, including: the manufacturer's name, model number, and documentation of factory calibration performed within the last 12 months.
  - 7. The location of monitoring points along the Step Street and at the adjacent buildings to be monitored and maximum allowable PPVs as indicated in the contract documents. If not otherwise specified, a maximum allowable PPV in accordance with the United States Bureau of Mines (USBM) Vibration Criteria shall be observed at locations along the existing wall.

- 8. The location of seismograph(s) placements shall be as directed by the Contractor's Professional Engineer, registered in the State of New York, and shall be of sufficient number to adequately monitor the construction-induced vibrations.
- 9. Appropriate details for anchoring the geophone(s).

The vibration monitoring system shall inform the Engineer and the Contractor by email-notification immediately each time the measured particle velocities exceed 85% of the allowable peak particle velocity. The Contractor shall make equipment or procedural modifications as required to avoid exceeding the allowable vibration intensity.

If the measured velocities exceed the maximum allowable PPVs, the Contractor shall stop operations immediately and revise procedures to reduce vibrations to allowable levels.

If the seismographs show any indication of damage or vandalism, the seismographs shall be immediately recalibrated or replaced.

The Contractor shall be in communication with his monitoring firm's personnel during vibration monitoring at all locations to verify the data recorded.

The Contractor shall provide the Engineer with the results of the continuous vibration monitoring, one work day after the readings are taken. Upon completion of the construction operations for those locations requiring monitoring, the daily submittals shall be synthesized into a final report.

#### 9.71WBB.6. MEASUREMENT.

The vibration monitoring work shall be measured on a lump sum basis.

## 9.71WBB.7. PRICE TO COVER.

The contract price bid for vibration monitoring of existing wall shall be a Lump Sum Price and shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to continuously monitor vibrations and prepare and submit required reports; all in accordance with the specifications and as directed by the Engineer.

Progress payments for this item shall be made proportionally in accordance with the amount of work completed, measured on a monthly basis and upon receipt of the required reporting documentation.

Payment will be made under:

Item No. Item Pay Unit

9.71 WBB VIBRATION MONITORING OF EXISTING BUILDINGS L.S.

# SECTION 9.95 G Dimensioned Granite Masonry

9.95G.1. DESCRIPTION. This Section describes the furnishing and installation of all dimensioned stone masonry indicated, including Granite Bike Channel; Granite Coping; Granite Veneer; Granite Base Veneer; Granite Stair Treads; and Granite Slab Paving; in accordance with Contract Drawings, the specifications and the directions of the Engineer. This section does not pertain to granite street curbs, which are specified in Section 4.07 of the NYCDOT Standard Highway Specifications, or to granite block pavers, which are specified in Section 6.06 of the NYCDOT Standard Highway Specifications.

#### 9.95G.2. MATERIALS.

## (A) Stone Materials

All stone shall be carefully selected from sound stock, and free from defects impairing strength, durability or appearance, such as cracks, seams, starts, holes, flaws, or imperfections, which have been patched or filled. All stone shall be uniformly consistent in color, value, graining texture, and other features to the extent inherent in the specified stone type. Color and value variations shall be within ranges established by approved samples.

Graining and texture variations, whether highly figured or uniform, shall be consistent in all material supplied. Material sources and quarry locations shall be approved by Engineer for each stone type.

All stone under these items (except for **Item 9.95 GV**, GRANITE VENEER) shall closely match existing granite steps in color, texture, and material properties, as determined by the sole authority of the Engineer, and shall be a medium-coarse grained granite with dark grey and black flecks on light grey and dark grey background, of compressive strength of greater than 22,000 psi (MPa) per ASTM C 170, density of minimum 169 lb/cf per ASTM C 97, modulus of rupture minimum 1,800 psi per ASTM C 99, flexural strength of minimum 1,550 psi per ASTM C 880, and absorption rate of minimum 0.15% per ASTM C 97, as supplied by the following:

- (1) Furlong & Lee Stone Sales, Inc.
  51 East 42nd Street, Suite 1409
  New York, NY 10017
  Phone#: (212) 986-3828
- (2) Polycor Granite Corporation 139, St-Pierre Street Quebec City Quebec Canada, G1K8B9 Phone#: (418)692-0981

- (3) A. Lacroix Granite
  450 Rue Principale
  Saint-Sébastien (Québec)
  Canada, G0Y1M0
  Phone#: (819)652-2828
- (4) Granite Groupe Solutions,
  47, Chemin du Brûlé
  Lac-Beauport Quebec
  Canada, G3B0P3
  Phone#: (418)559-9423
- (5) New England Stone Industries, Inc.
  15 Branch Pike
  Esmond, RI 02917
  Phone #: (401) 232-2040
- (6) or approved equivalent.

Stone from other suppliers may be deemed acceptable as "equivalent" based on individual specimen color and texture, material properties, contrast and compatibility of texture and color with other material specified. The Engineer shall be the sole arbiter of such compatibility.

Source Quality Control of Stone Material: Furnish testing results of each stone type and finish for this Project, prepared by an approved independent and qualified testing agency. Tests shall be performed at thickness of 1.5" and with selected finished stone top surface. Granite materials shall conform to ASTM C 615, Granite Building Stone. In addition, granite materials shall conform to material properties requirements more stringent than ASTM C 615 as stated herein. Test reports for stone materials shall show and list minimum values for the following physical characteristics as a minimum: Modules of rupture, ASTM C 99; Compressive strengths, ASTM C 170; Absorption, ASTM C 97; and Flexural Strength, ASTM C 880. Provide mineral and chemical compositions of stone and identification of any material composition that may cause staining within stone or on surface of stone such as iron pyrites or other detrimental material.

Stone to be utilized for Item 9.95 GV, GRANITE VENEER, shall be stone commonly referred to as "Manhattan Schist" or "Westchester Schist", and matching coloration, texture, composition, and material properties of existing ashlar veneer designated to remain on the lowest wall of the site. If Westchester Schist is utilized, Contractor shall submit and utilize the grey-color range of that stone type matching the existing stone; lighter or pink-colored submissions will be rejected. The use of the word "granite" in reference to stone veneer in drawings and references contained in this specification shall be understood to mean Manhattan Schist of the aforementioned type for the purposes of work constructed under Item 9.95 GV.

#### (B) Stone Fabrication

Stone shall be cut to sizes, shapes, dimensions, and details shown for each type and condition. Relate to and adjust stone fabrication together with installation requirements specified, herein. Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades.

Where shapes are indicated on Contract Drawings as curved, either graphically or in text, edges shall be cut to true radii. Where elements curve horizontally and slope vertically, curvature shall be accurate in the horizontal plane.

Exposed surfaces and edges of stone units shall be free from cracks, broken corners, chipped edges, scratches, or other defects affecting appearance. No patching, joining, or hiding of defects will be permitted.

Provide stone of the thickness specified or otherwise shown as a minimum. Maximum variations in thickness from that shown shall not exceed 1/8" on units 4" or less.

Cut stone full and true on faces, reveals, beds, joints, and top to the full dimensions required by Contract Drawings. All sawn edges shall be straight and true. Maximum deviation from straight line or radii indicated shall not exceed 1/16" when measured with a 10' straightedge or radial template, or plus or minus one-fourth the width of joints, whichever is more stringent. All units shall fit together accurately.

Fabricate stone so that joints between units shall be as shown on Contract Drawings typically for alignment and spacing. Make faces of stone in same plane flush at joints. All finished surfaces of stone panel and coping units shall be true and out of wind.

Typical joint width shall be 1/4" unless otherwise specified in the Contract Drawings.

Shop Cutting, Drilling, and Fitting: Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades. In cutting and fitting, carefully cut and grind edges to a neat, tight, fit. Cutting shall be in such a manner so as not to impair strength or appearance. Use physical templates (not just drawing dimensions) for all cutting and drilling. Obtain required templates from appropriate trades and suppliers.

Exposed Faces and Edges: Provide finish characteristics and quality indicated for each stone material type, condition of use, and as approved. Exposed stone surfaces shall be "Thermal" and "Rock-Face" finishes as defined by National Building Granite Quarries Association (NBGQA). Thermal finish shall be

mechanically applied by flame in the long dimension of finished work. The application of thermal finish shall be controlled to avoid any visible directionality. Rock-Face finishes shall be pitched from neat corners with a chisel, to the tolerances indicated on the Contract Drawings.

## (C) Installation Materials

Furnish all anchors, cramps, dowels, tiebacks, and the like fitting hardware as necessary to properly secure stone units. Types to be approved, of sizes and shapes to fit each particular support condition encountered. Metal components for exterior work shall be stainless steel, Type 304/316, nonmagnetic.

Lead or plastic buttons used shall be of the thickness required for the joint size shown or specified, and of the size required to maintain a uniform joint width, and meet the load requirements of stone installation condition.

Epoxy for setting stainless steel dowels and other metal anchors shall be a commercial-grade, high-strength, two-part epoxy as Quikrete High Strength Anchoring Epoxy (No. 8620-31), or equivalent product as manufactured by Sika, Mapei, or Hilti.

Grout for all exposed mortar joints shall be colored, prepackaged epoxy grout as Laticrete Spectralock Pro Premium Grout, or equivalent type by Sika or Mapei, or approved equivalent. Colors to be used shall be as selected from a full range of manufacturer's colors by the Engineer, which shall include no fewer than forty (40) alternative colors.

Mortar Setting Beds shall be a pre-packaged latex-modified mortar mix as Laticrete 3701 Fortified Mortar Bed, or approved pre-packaged equivalent by Sika, Mapei, or approved equivalent.

Setting Adhesive and Slurry Bond Coat shall be a latex-modified adhesive masonry setting product as Laticrete 254 Platinum, or approved equivalent adhesive type by Sika, Mapei, or approved equivalent.

Mortar for veneer installation shall be a pre-packaged polymer-modified mortar mix exceeding ASTM C 270 for Type "S" mortar, as Quikrete Polymer Modified Veneer Stone Mortar No. 1137, or equivalent by Sika, or Mapei, or approved equivalent.

### Caulk/Expansion Joint Materials:

- (1) Joint filler material shall be an approved premolded nonbituminous material, compatible with backer rod and sealant.
- (2) Backer rod shall be closed cell polyethylene backer rod.
- (3) Sealant at horizontal surfaces shall be "Sonolastic NP II" two-part elastomeric polyurethane, or approved equivalent type by Sika or Pecora, or approved equivalent. Colors to be used shall be as selected from a full range of

manufacturer's colors by the Engineer, which shall include no fewer than forty (40) alternative colors.

# 9.95G.3. QUALITY CONTROL.

- (A) References Standards (as applicable generically to stone type(s) or material specified: National Building Granite Quarries Association (NBGQA); American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI); American Iron and Steel Institute (AISI). In case of conflict between the referenced standards, codes, or Contract Documents, the referenced standard, code, or Contract Document having the more stringent requirements shall govern as approved by Engineer.
- (B) Fabrication Qualifications: Stone fabrications shall be by a firm or firms that have successfully fabricated stonework similar to the quality and in the quality shown of each material type and condition, specified, and in the quality specified, for a period of not less than 3 years. Fabricator must demonstrate ability to fabricate these elements to the lines and contours as indicated on the Contract Drawings, by submission of photographs (in addition to those required under Article 1.06.45 of the General Conditions) of similar projects.
- (C) Installation Company Qualifications: Erection of stonework shall be by a firm that can exhibit proof of expertise in the field and prior successful experience with stone installations of equivalent type and similar scope to this Project in at least one project in the last 3 years.
- 9.95G.4. SUBMITTALS. All submittals shall be as per Section 1.06.31 of the NYCDOT Standard Highway Specifications.
- (A) Submit complete data on quarry facilities for each stone type and on fabrication facilities for stonework. Include information of location, production capabilities, and the nature and character of each stone selected.
- (B) Installer Qualifications: Submit to identify and exhibit installation company qualifications as specified herein.
- (C) Stone Material Properties Data: Material properties data for each stone material type shall be submitted by the stone suppliers and certified as representative of the properties of stone material to be supplied for the Project. Include references to appropriate ASTM tests as conducted by a certified testing laboratory.
  - Submit product information for each installation material item including fitting hardware, fastening devices, accessories, mortars, caulk, grouts, and the like.
- (D) Shop Drawings: The Contractor shall submit Shop Drawings when required, in accordance with the requirements of the **Section 1.06.13 of** NYCDOT Standard Highway Specifications. Submit overall

and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for each stone material type furnished and each related application condition of the Project work. Include necessary coordination and preparation of composite drawing information together with installation trades contractors of different components, including railings, edgings, and concrete foundations. Establish and verify locations of expansion joints, which shall be coordinated with concrete shop drawings. All shop drawings for items under this section shall be submitted concurrently.

Submit complete Cutting and Setting Drawings showing shop sizes, shapes, thickness, jointing, anchoring, connection with other typical and special anchoring details, dimensions, and setting numbers for each piece. Setting Drawings shall show relationship to adjoining construction and, after fabrication and final selection, shall indicate the location of each stone unit with a number designation corresponding to number Show location layouts and patterns marked on each unit. coordinating with Contract Drawings and related survey control points and dimensions. Establish and verify dimensions with concrete work of on-site walls, masonry layouts and patterns, and Show location, type, and extent of other like conditions. anticipated field cutting and finishing. Do not fabricate any stone (except for samples) until Engineer has approved Shop Drawings for fabrication.

Submit product information for each installation material item including fitting hardware, fastening devices, accessories, mortars, caulk, grouts, and the like.

- (E) Stone Samples: Submit sets of a minimum of 3 unit samples, minimum 1 square foot finished surface on each, of each stone material and each stone finish type. Include in each set the full and extreme range of exposed color, texture, and finish to be expected in the completed work. Engineer's review of samples will be for color, texture, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Approved samples shall set the finish standard for the work.
- (F) Grout and Sealant Material Samples: Submit samples for each condition of use to show selected colors. Submit samples of eight colors closest in coloration to the granite when the granite is wetted.
- (G) Stone Support and Accessory Items Samples: Submit samples for each type and material composition, full size.
- (H) Mock-Ups: Construct mock-ups at the earliest possible time and at approved location, before proceeding with work and after Engineer's approval of submitted samples. Submit proposed locations for typical field samples/mockups, and receive approval of locations prior to construction of field samples. Mock-ups shall be per Contract Drawings unless otherwise directed, using

materials, setting bed, pattern, and joint treatment. The field mock-up/sample must be as approved by the Engineer before the actual work may proceed. If necessary remove and reconstruct field sample until approved. Accepted mock-up establishes minimum standard of quality and workmanship for granite masonry work of this section. Demolish and remove field sample at a time approved by Engineer when no longer required to serve as standard of work. Mock-up may be incorporated as part of work if conforming to the specified requirements, and if accepted by the Engineer. Provide and construct mock-ups as follows:

- (1) Granite Bike Channel: minimum 4 linear feet
- (2) Granite Coping: minimum 4 linear feet sloping, 3 linear feet level.
- (3) Granite Veneer: minimum 10 square feet, in combination with Granite Coping and Granite Base Veneer.
- (4) Granite Base Veneer: minimum 3 linear feet
- (5) Granite Stair Treads: minimum 3 steps, 9 linear feet total, in combination with Granite Bike Channel, Granite Slab Paving, and sloped Granite Coping.
- (6) Granite Slab Paving: minimum 10 square feet.

# (I) Delivery, Storage, and Handling

Protect, store, and handle stone materials as recommended by stonework fabricating company in addition to requirements specified herein.

Properly crate and band stone units for shipment receiving at job site. Crating of stone and packaging accessory item shall be respective and related to the conditions for installation.

Handle each stone material type to prevent chipping, breakage, soiling, or other damage. Do not use pinch or wrecking bars without protecting edges of stone with wood or other rigid materials.

Store stone materials on wood skids or pallets, covered with non-staining, waterproof membrane. Place and stack skids and stone to distribute weight evenly and to prevent breakage or cracking of stone. Protect stone from detrimental weather conditions with waterproof, non-staining covers or enclosures, but allow air to circulate around stone during extended period of storage.

# (J) Environmental Requirements

Protect mortar materials and stone accessories from weather, moisture, and contamination with earth and other foreign materials. Do not use mortar materials to install stone when the temperature is below 4 degrees Celsius (40 degrees Fahrenheit). When exposed during construction activities, protect partially completed stonework against weather when work is not in progress. Cover top of uncompleted work sections with strong, waterproof,

non-staining membrane extending down both sides of walls and anchor securely in place.

## 9.95G.5. METHODS.

Preparation: Verify all and dimensions measurements (A) coordinate the installation of support structures for this work. Coordinate and schedule stonework fabrications and installations related and trades of other the work Give particular attention to the location and subcontractors. size of cutouts required to accommodate mechanical, electrical, and other work or adjoining construction.

Verify that surface of foundation has suitably-roughened texture to receive setting mortar.

Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

Protection: Protect contact of exposed surfaces from contact with mortar materials. Apply protective wax coating to stone surface if adhesive, mortar, epoxy adhesive or any other setting material would stain the stone. Wax shall be applied carefully to prevent contact with surfaces to be joined. Wax shall be steam-cleaned off after work is completed.

(B) Installation: Do not use stone units with chips, cracks, voids, stains, or other defects that might be visible in the finished work. If installed, remove and replace with units meeting specification requirements and approval of the Engineer.

Execute work by skilled mechanics, and employ skilled stone fitters/cutters at site for necessary field cutting, as stone is set. Clean stone (especially edges) before setting.

Set stone in accordance with Contract Drawings and final approved shop drawings. Provide anchors, supports, fasteners, and other attachments shown or necessary to secure stone in place. Shim and adjust accessories as required for proper and correct setting of stone. Completely fill holes, slots and other sinkages for anchors, dowels, fasteners, and supports with epoxy grout as applicable to conditions during setting of stone. Provide compressible filler in dowel holes as necessary to insure that stone units do not bear on dowels such that may cause cracking.

Setting Surfaces, General: Before starting the installation, the concrete slab, structural concrete, and all other surfaces to contact mortar materials shall be cleaned to remove soil and loose mortar. Dry or dusty concrete surfaces shall be wet down or washed and excess water removed just prior to the application of setting bed. Immediately prior to placing the mortar, apply a

slurry bond coat of approved setting adhesive to all surfaces to The mortar bedding course shall be contact mortar materials. placed, screeded and shaped upon the concrete base, its finished depth shall be as shown on the detail drawings and at correct depth to achieve required grades. The bedding shall be shaped to For paving, the surface shall be parallel with a true surface. surface of finished paving. For monolithic elements and bike channel, the surface shall be parallel with the seating surface The surface shall be formed by means of of the elements. template or striking board (12' X 2" X 6" board). The bed shall then be struck off until proper alignment is secured. of bedding placed in any work day shall be scheduled so that no bedding course remains at the end of the day without stone installed. After final shaping, the bedding course shall not be disturbed prior to laying the stone.

Stone Setting, General: Clean stones thoroughly before setting and set stones before initial mortar set occurs. Do not set stone on dry mortar bed. For all stone installation, except stone veneer, apply slurry bond coat of approved Setting Adhesive to all surfaces that will come into contact with mortar. Care should be taken to prevent contact of Setting Adhesive with any surface of stone to be exposed. Do not apply slurry bond coat to the portion of stone that will contact epoxy grout.

For paving and bike channel installation, apply slurry bond coat of approved Setting Adhesive to dry setting bed with a flat trowel according to manufacturer's directions. Apply skim coat of same slurry grout to underside of stones immediately before placement. After each section is laid, the entire area shall be beaten with a wooden block to produce a level or accurately-sloping surface and to embed the units in the mortar. Beating shall be done before mortar takes an initial set. Paving shall be laid in such a manner that units will not come loose from the effects of frost or water seepage.

Pavement areas shall be laid such that changes in slope shall be gradual. The intent of the grading and layout are to minimize instances where differential slopes result in instances where abutting stone pieces cannot be laid flush along joints. However, where differential condition occurs in excess of 1/16" variance in height or greater, the Contractor shall grind horizontal surfaces to eliminate differential, extending grinding as necessary to eliminate differential, as determined by the Engineer. The Contractor shall then flame ground areas to match surrounding pavement finish. Cutting of stone pieces on lines other than joints indicated on Contract Drawings shall not be done without the written consent of the Engineer and approved layout of such additional joints.

For monolithic stone installation, including granite stair treads and granite copings, apply slurry bond coat and set stone unit in wet setting bed, providing supports as necessary to achieve accurate grades. Set stones with anchor dowels in full bed of

mortar with back-up spaces and vertical joints slushed full, unless otherwise indicated. Stone surface shall be beaten with a wooden block as necessary to embed units in the mortar. Rake out joints for grouting before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

For veneer installation, anchor stone masonry into concrete with approved anchors as shown on the drawings. Embed veneer anchors in stone masonry as shown on Contract Drawings.

Anchor veneer stone with stone anchors where indicated. Install anchors by installing stone first and pouring the concrete against the stone incrementally. Falsework in front of stone masonry may be used for stability as needed.

Set veneer stone units in full bed of mortar with full head joints unless otherwise indicated. Rake out joints for pointing with grout before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

For all granite installation, grout joints shall be installed with approved color and type of epoxy grout material in accordance with manufacturer instructions. Grout joints as soon as possible after initial set of setting bed. Employ all methods necessary to prevent dirt or other debris to enter ungrouted joints. If dirt or debris of any kind enters ungrouted joints despite these measures, clean joints completely according to grout manufacturer requirements before proceeding to grout installation. Force grout into joints, taking care not to smear grout on adjoining exposed stone surfaces. Compact each layer thoroughly and allow to it become thumbprint hard before applying next layer. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce slightly concave profile. Cure grout as recommended by manufacturer.

Provide caulk joints when meeting adjacent vertical elements, at expansion joints, where shown on Contract Drawings, and where required to prevent stone cracking.

Caulk/Expansion Joints: Keep sealant joints free of dirt, debris, mortar, and other rigid materials. Caulk joints shall be finished cleanly per approved sample installation, with slightly concave section. Joints shall be one-quarter (1/4") inch in width unless otherwise specified on the Contract Drawings. Expansion joints shall be filled with non-extruding premolded joint filler to within 3/4" of the pavement surface. All caulk and expansion joints shall then be filled with two part urethane sealant over a foam backer rod. Sealant to be of an approved color to match surface of pavement, or other color as directed by the Engineer Prepare joints and apply sealants of type and at locations indicated to comply with applicable requirements of the sealant manufacturer's instructions.

Include all field cutting, drilling, and fitting of stonework not performed in the shop and required to accommodate the work of other trades or contracts. In cutting and fitting, carefully cut and grind edges to a neat tight fit. Do cutting in such manner so as not to impair strength or appearance of stone.

Use physical templates for all cutting and drilling and obtain required templates from appropriate trades.

#### (C) Erection Tolerances:

Variation from true horizontal alignment or curvature: Do not exceed 1/8".

Variation from Plumb for lines and surfaces of walls and arises: Do not exceed 1/8" in 10'.

Variation from Level, Slope, and Grade: For grades, slopes, level conditions, and other conspicuous lines indicated, surfaces shall be true to grade, slope, and line indicated within 1/8" in any 20'.

Variation in Cross-Sectional Dimensions: For thickness of walls and other conditions from dimensions shown, do not exceed minus 1/8", nor plus 1/8".

Offset at Joints: Do not exceed plus or minus 1/16".

Tolerances shall not be accumulative.

- (D) Protection: Prevent materials used for installing work of this Section from staining or damaging the exposed surfaces of stone units or the exposed surfaces of the adjoining construction. Immediately remove mortar, grout, wax, or other detrimental materials from exposed surfaces of stone or adjoining construction. After installation, protect stonework from damage during subsequent construction activities.
- (E) Cleaning and Repairing: At completion of Work, replace defective, broken, or damaged stone units installed as work of this Section. Unfilled or defective joints shall be properly repaired. After completion of any repair work, clean exposed surfaces of all stone units installed as work of this Section with clean water and stiff fiber brushes until all dirt, stains, efflorescence, mortar, and other defacements are removed. Use cleaner and procedures recommended by stone quarry and stone fabricating company. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning operations.
- **9.95G.6. MEASUREMENT.** The quantity to be measured for payment shall be:
- (A) GRANITE BIKE CHANNEL

The number of linear feet of granite bike channel installed on site, as measured along the path of travel of the bicycle, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of cross-sectional shape, thickness, depth or width of channel section.

## (B) GRANITE COPING

The number of linear feet of granite coping installed on the site, as measured in place along the centerline of the coping, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of cross-sectional shape, thickness, depth or width of coping section.

#### (C) GRANITE STAIR TREADS

The number of linear feet of granite stair treads as measured along the nose of the tread actually installed at the site, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of cross-sectional shape, thickness, depth or width of tread section.

#### (D) GRANITE SLAB PAVING

The number of square feet of granite slab paving actually installed on setting bed with joints as indicated on the Contract Drawings, to the satisfaction of the Engineer.

#### (E) GRANITE LIGHT POLE BASE

The number of units of granite light pole base actually installed as indicated on the Contract Drawings, to the satisfaction of the Engineer.

#### (F) GRANITE VENEER

The number of square feet of special granite veneer actually installed on vertical face of wall, irrespective of shape or size of veneer, as indicated on the Contract Drawings, to the satisfaction of the Engineer.

## (G) GRANITE BASE VENEER AT RETAINING WALL

The number of linear feet of special granite base veneer as measured along the length of wall or along the angled slope of adjacent stairway, and actually installed at the site, to the satisfaction of the Engineer, in accordance with the Contract Drawings, irrespective of cross-sectional shape, thickness, depth or width of the base veneer section.

## 9.95G.7. PRICES TO COVER.

## (A) GRANITE BIKE CHANNEL

The contract unit price bid per linear foot of Granite Bike Channel shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work, including but not limited to, photographs, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

#### (B) GRANITE COPING

The contract unit price bid per linear foot of Granite Coping shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work, including but not limited to, photographs, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

#### (C) GRANITE STAIR TREADS

The contract unit price bid per linear foot of Granite Stair Treads shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work, including but not limited to, photographs, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

## (D) GRANITE SLAB PAVING

The contract unit price bid per square foot of Granite Paving Bands shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work, including but not limited to, photographs, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

#### (E) GRANITE LIGHT POLE BASE

The contract unit price bid per each Granite Light Pole Base shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required for completing the work, including but not limited to, photographs, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

#### (F) GRANITE VENEER

The contract unit price bid per square foot of Granite Veneer shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required to install the stone veneer including, but not limited to, photographs, the dowels and their installation and the mortared joints in the stone as required; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

# (G) GRANITE BASE VENEER AT RETAINING WALL

The contract unit price bid per linear foot of Granite Base Veneer at Retaining Wall shall cover the cost of all labor, materials, fabrication, plant, equipment, insurance, and necessary incidentals required to install the stone base veneer including, but not limited to, photographs, dowels and their installation and mortared joints in the stone as required; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

# Payment will be made under:

Item No.	Item	Pay Unit
9.95 GBC	GRANITE BIKE CHANNEL	L.F.
9.95 GC	GRANITE COPING	L.F.
9.95 GST	GRANITE STAIR TREADS	L.F.
9.95 GSP	GRANITE SLAB PAVING	S.F.
9.95 GLP	GRANITE LIGHT POLE BASE	EACH
9.95 GV	GRANITE VENEER	S.F.
9.95 GBV	GRANITE BASE VENEER AT RETAINING WALL	L.F.

# SECTION 9.95 SL Sandblasted Letters

**9.95SL.1. DESCRIPTION.** Under this item, the Contractor shall furnish all labor, material, equipment, and facilities required to engrave text in granite surfaces where indicated, in accordance with drawings, specifications, and directions of the Engineer. The work does not include provision of stone for the work. The Contractor will be responsible for all special fabrication, shipping, on or off-site engraving, and other required material or work.

# 9.95SL.2. QUALITY ASSURANCE.

Qualifications: Engage firm that has successfully completed letter engraving in exterior public facilities, in similar material, design and extent to that indicated for this project, as Livart Incorporated, 5 Hancock Avenue, Huntington, NY, 11743, (631)424-0478, livart@optonline.net; Dale Travis and Associates, 45 West 21st Street, New York, NY 10010, (212) 243-8373; Evan Eisman Company, Brooklyn Navy Yard, Building 280, Suite 817, 63 Flushing Avenue, Unit 125, Brooklyn NY 11205, (718)797-1981; or other approved firm with equivalent qualifications.

Firm shall be required to possess and utilize in-house computer mask-cutting facilities capable of handling .eps text layout files. Firm shall utilize dust-free equipment, using blasting cabinet attached to stone face.

## 9.95SL.3. SUBMITTALS.

Submit qualifications including list of completed projects; include project names, addresses, and names of architects and owners, and statement of capabilities as required herein.

Submit samples of text sandblast-engraved in granite of identical type as project stair treads, in the size and font indicated for this project. Samples of letter "A" shall be produced to show the following variables: three grit types, including #60, #80, and #100 grit, three depths including 1/8", 1/4", and 1/2". At the request of the Engineer, additional samples may be required utilizing color infill on letters. The intent of the project is to achieve sufficient letter contrast through optimum grit selection and engraving depth, without the use of color infill. However, color infill shall be utilized if deemed necessary by the Engineer based on review of the samples.

Submit full-size black-and-white shop drawings showing exact layout of lettering, incorporating jointing where present, and showing limits of stone face on which letters shall appear, keyed to overall plan of the project. Coordinate on-site review of shop drawings with the Engineer prior to execution.

## 9.95SL.4. MATERIALS.

Color infill, if required, shall be a VOC-compliant, reactive polymer stain capable of penetrating stone.

## 9.95SL.5. METHODS.

Require Engraver to examine surfaces to receive engraving and conditions under which engraving will be performed and to report in writing any conditions which are not in compliance with requirements. Do not proceed with engraving until surfaces and conditions comply with requirements indicated in specifications or elsewhere for execution of other work which affects stonework.

All engraving shall be done on-site, on pre-installed granite units unless otherwise approved in writing by the Engineer.

Clean stone surfaces which have become dirty or stained prior to engraving to remove soil, stains and foreign materials. Clean materials by thoroughly scrubbing with fiber brushes followed by a thorough drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh filler or abrasives.

Engraving of text in granite surfaces shall be done cleanly, matching approved sample. If color infill is required as determined by Engineer review of samples, apply color infill prior to removal of mask, according to manufacturer's recommendations. Damage to stone surface caused by incorrect text placement or spillage of color infill, or other damage done by the installer, shall be remedied by the replacement and installation of stone units, and related work, at the cost of the Contractor.

Clean the stone to a clean, uniform finish without evidence of engraving operations. Clear site of all debris related to the work.

**9.95SL.6. MEASUREMENT AND PAYMENT.** The quantity measured for payment shall be the number of letters or characters engraved in accordance with Contract Drawings, the specification to the satisfaction of the Engineer.

The unit price bid shall be the price for each letter or character completed including, but not limited to, preparation of shop drawings, mock-ups, samples, and templates; engraving text as specified, with color infill if required; all in accordance with Contract Drawings, the specifications and directions of the Engineer.

The work shall not include the cost of granite surfaces into which the text shall be placed.

Payment will be made under:

Item No. Item Pay Unit

9.95 SL SANDBLASTED LETTERS

EACH

## 4. SPECIAL PROVISIONS

The following shall become a part of and apply to the Contract:

#### A. SCOPE OF WORK

It is strongly advised that the Contractor inspect the site before bidding to assess and familiarize himself with the existing conditions and to judge for himself the extent and nature of the work to be done under this contract and the equipment and methods it can employ.

The work to be performed under this Contract consists of the Reconstruction of the Clifford Place Step Street and adjacent curbs and sidewalks; all work is located between Grand Concourse South on the upper end and Walton Avenue on the lower end in the Borough of the Bronx. The anticipated scope of work for this project includes, but is not limited to, the following:

## 1. Pre-Construction Stage

- In order to complete the work within the prescribed schedule and to minimize the inconvenience to the public, the Contractor must adhere to the construction phases specified on the Plans.
- Submit shop drawings for all steel bar reinforcement, precast coping units, pipe handrails, drainage structures, and catalog cuts of material specifications for all materials to be incorporated into the final structure.
- Perform condition survey of adjacent buildings documenting existing conditions.
- Procure all permits necessary to commence contractual work and obtain approval of Maintenance and Protection of Traffic Plans.

# 2. Construction Stage

- The Contractor will not be permitted to commence construction until all work necessary for the uninterrupted construction activities are satisfactorily completed.
- The Contractor shall be required to maintain access to adjacent property entrances and protect pedestrian traffic for the duration of the Contract and furnish all safeguards for the protection of persons and properties. The Contractor shall be responsible for any damage to persons or properties during the construction. He shall provide such protective measures as protective shields, warning and construction signs, barriers, and fencing around the demolition and construction areas.
- All work shall be carried out in such a manner as to prevent the creation of dust nuisance to the general public. The Contractor is required to employ dust

allaying materials and methods to keep the dust nuisance at a minimum to the satisfaction of the Engineer in addition to adhering to all similar Department of Environmental Protection (DEP) requirements.

- All materials removed and not designated to be reused shall be disposed of away from the site by the Contractor at his expense, unless otherwise indicated in the contract documents or as directed by the Engineer.
- The work shall include the furnishing of all labor, materials, plant, equipment, insurance, and incidentals, required to satisfactorily complete the project within the prescribed schedule in accordance with the plans and specifications, and directions of the Engineer.
- Implement and continuously monitor the adjacent buildings for possible impacts of construction operations during this contract. Implement and continuously survey and monitor the existing retaining walls to remain for possible impacts of construction operations during this contract.
- Install new drainage inlets manholes and piping and connect to existing combined sewer.
- Install new conduit, wiring, lampposts, and luminaires; provide temporary light fixtures as necessary.
- Demolish granite stairs treads, concrete landings and parapets, portions of granite retaining walls, and sidewalks and curbs as indicated on Contract Drawings.
- Construct new retaining walls, terraces, stairs and stair landings, and parapets. Reconstruct and restore portions of existing retaining walls.
- Plant new trees in new tree pits, provide steel benches and game tables in new plaza area.
- Install precast concrete coping units on retaining wall parapets; install pipe hand railing or guardrails; provide wayfinding text in concrete surfaces.
- Complete punch list items.
- Demobilize and restore the work area.

# 3. Post-Construction Stage

Perform post construction inspection of structures in the project vicinity and submit post construction report.

# B. NEW YORK CITY REQUIREMENTS TO PREVENT OVERLOADING OF CRANES DURING CONCRETE PLACEMENT OPERATIONS.

 Each concrete bucket shall be labeled with a metal tag welded to the bucket which shall indicate the capacity of the bucket in cubic yards and shall also give the combined weight of the bucket and concrete in pounds when the bucket is filled to capacity.

- 2. Buckets which, when filled to capacity, exceed the allowable load on the crane shall not be permitted to be used.
- 3. Any concrete placement operations which do not comply with the above requirements shall be issued stop work orders by the Engineer.
- C. <u>LEGAL LOADS</u>. It is the intent of these specifications to permit the use of the most efficient equipment that is consistent with conditions at the time of use. It is anticipated that seasonal or weather conditions combined with the nature of the terrain will often require the use of lighter and smaller equipment than might be used under optimum conditions.

Construction equipment or vehicles delivering materials or traveling to a project from outside the contract limits shall have all required permits issued through the established Department vehicle permit system in accordance with Section 385 of the Vehicle and Traffic Law of the State of New York. The permit will indicate the limits within which such equipment with over-legal gross weights or axle loadings may operate, the frequency of such passages and all other limiting factors.

Construction equipment or vehicles operating within the contract limits having gross weights or axle loadings within the legal limits stated in Section 385 of the Vehicle and Traffic Law may operate without specific approval.

Prior to the use of construction equipment or vehicles with over-legal gross weights or axle loadings on any structure, on any new pavement, existing pavement to remain, or on any resurfaced pavement within the project limits, the Contractor shall submit a written request to the Engineer. This request shall be accompanied, upon request, by an appropriate analysis performed by a New York State licensed Professional Engineer, including the pertinent equipment data, and shall demonstrate that the operations will not result in detrimental effects on any pavement or structure to be retained in the completed work.

Use of over-weight construction equipment or vehicles on portions of the project other than the listed above shall be subject to the approval of the Engineer. If it is determined that the use of construction equipment or vehicles is having a detrimental effect or will result in detrimental effects on the finished highway, the Engineer will notify the Contractor to modify or cease the operations.

This Special Provision does not apply to vehicles and construction equipment operating solely within the project limits and which do not operate on structures or pavement courses which are to be retained in the finished work.

All bidders are cautioned to reflect in the bid prices the cost of operating all affected hauling units and construction equipment

within the legal load limitations, including the cost of operating presently owned equipment at less than full vehicle capacity as well as the costs involved in mobilizing, leasing, or purchasing new equipment.

No waivers shall be granted for off-site operations or deliveries. This may require the use of existing concrete, blacktop, or aggregate delivery units at less than optimum loading capacity. Such units may be used only to the extent that their partial loading is within the legal load limitations and conforms with other materials specifications requirements.

D. FALL PROTECTION REQUIREMENT. This project includes work that may require exposure of workers to risks associated with elevated work locations. By issuance of this Special Note, Contractors are on notice that the provision of fall protection for all workers, in full compliance with OSHA Part 1926, is mandatory on all Department contracts, including this contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, as required under Section 107-05 of the New York State Department of Transportation, Standard Specifications.

The requirement of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this project shall include the following:

- 1. All fall protection systems must meet the requirements of Part 1926, Subpart M.
- 2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the worker is continuously protected from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.
- 3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483 mm) or more, and no ramp, runaway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.
- 4. Where scaffolds are necessary to provide temporary access to work areas, they must be in compliance with Part 1926, Subpart L. Scaffolds must include a top rail, mid rail, and toe board in compliance with Subpart L. When required by 1926.451(g), personal fall arrest systems must meet the criteria of Part 1926 Subpart M. In addition, the provisions included in §1926.451(g) for fall protection during installation and

dismantling of scaffold systems shall be observed on this project at all times.

- 5. Suspended scaffolds may be used for painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of Part 1926, Subpart L. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection in compliance with Part 1926, Subpart L. The anchorage for any fall protection system must be independent of the suspended scaffold.
- 6. Fall protection is required for open sides or ends of floors or bridge decks, and for openings in floors or bridge decks, as required in Part 1926 Subpart M. In no case shall a height of fall 6 ft (1829 mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.
- 7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of Part 1926 Subpart M, with landyards attached to the boom or basket, as required by OSHA § 1926.556.
- 8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection for all steel or concrete beams and other structural elements must be in place prior to erection to provide protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of Part 1926 Subpart M. During the initial connection structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving members. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.
- 9. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposed to fall hazards. It is equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where protection is required, the heights at which fall protection must be provided, type of protection, and provides the OSHA reference for that requirement.

# Height requiring fall

Situation	Protection	OSHA Reference
Scaffold	10 ft. (3048 mm)	1926.451(a)(4)
Impalement Hazard	Any exposure	1926.20(a)(1); P.L. 91-596 §5(a)(1)
Bridge Decks, unprotected sides and edges	6 ft. (1829 mm)	1926.500(b)(1)
Bridge Decks, form installation	6 ft (1829 mm)	1926.500(b)(2)
Formwork and Reinforcing Steel	6 ft. (1829mm)	1926.501(b)(5)
Precast Concrete Erection Ramps, Walkways, and Runways		1926.501(b)(12) 1926.501(b)(7)
Aerial Lifts	All situations	1926.556(b)(2)(v); must satisfy criteria in 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft. (1829 mm)	1926.501(b)(4)
Dangerous Equipment	All situations	1926.501(b)(8)
Any situation with potential for tipping, impalement or other sever	Any height hazard	1926.20(a)(1); 1926.28(a); P.L. 91-596 §5(a)(1)

E. <u>EPOXY COATED BAR REINFORCEMENT</u>. The Contractor's attention is directed to the fact that plant inspection will be required during the preparation, coating and testing of epoxy coated reinforcement bars.

The Contractor or his representative should notify the Engineer at least thirty (30) days prior to the start of coating operations. Such notification should contain the following:

- 1. The name and location of the plant doing the coating.
- 2. The approximate date that the coating operation will start.

- 3. The name, address and telephone number of the persons who should be contacted to coordinate the inspection activities.
- F. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.
- G. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Subsection 1.06.44 and Section 6.70 in the NYCDOT Standard Highway Specifications, specific traffic stipulations as called for on the Contract Drawings, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

H. <u>HOLIDAY CONSTRUCTION EMBARGO</u>. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers are not required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation.

^{*} Please note that this embargo only applies to NYCDOT construction permits.

^{*} List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml

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Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

# http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

- I. DISPOSAL OF EXCESS EXCAVATED MATERIAL BY THE CONTRACTOR AT A  $\frac{\text{SITE DESIGNATED BY THE CONTRACTOR}}{\text{Contractor becomes the Contractor's property and is to be properly disposed of at the Contractor's expense.}$
- J. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Highway Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.
- K. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permittor) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

## NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

- 1. The Permittee at its sole cost and expense shall carry or cause to carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:
  - (A) Workers' Compensation Insurance (including Employer's

Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.

(B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permittor in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permittor/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority

(SlRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Schedule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule A.
- (E) Environmental/Pollution Exposures

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or subcontractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

- 2. General Requirements Applicable to Insurance Policies
  - All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permittor/MTA and shall deliver evidence of such policies.
  - b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
  - The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the Permittor:

For NYCT Contract Inspection C/O Mr. John Malvasio Director, MOW Engineering

130 Livingston Street, Room 8044F Brooklyn, NY 11201 Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittor c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may and also that Permittor/MTA, available to the contractor's policies, primary and excess, must be exhausted before implicating any Permittor/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are implicating before and must be exhausted Permittor/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittor/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. detailed coverage Except as otherwise indicated in the paragraphs below, self-insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permittor/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittor, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.
- e) If a Certificate of Insurance is submitted, it must: (1) be

provided on the Permittor Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; {3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

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- f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permittor, the Permittor shall have the options to: (1) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.
- L. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010" or latest version, or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

M. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable

unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Requirements of the Standard Highway Specifications and the above "Scheduling Presentation" Article, and shall be submitted for approval of the Engineer.

- N. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will not be granted an extension of time for completion of this contract due to the winter shutdown period, except as otherwise provided in Schedule A.
- O. <u>NOISE CONTROL</u>. The Contractor is directed to Title 24, Chapter 2 of the Administration Code of the City of New York, known as the "New York City Noise Code" by the Department of Environmental Protection. The provisions of this code and its most recent additions and revisions shall apply to this contract. In the event of a conflict between the requirements of the New York City Noise Code and the requirements of Noise Control contained in these special notes, the more stringent of the two shall apply.

The Contractor shall plan and carry out work on this Project to ensure that the noise from construction equipment and activities does not exceed the limits specified herein. The noise abatement operations and conditions specified shall be carried out by the Contractor to limit noise in project and adjacent areas. The Contractor shall conduct a continuous educational effort for the workers on the site to ensure that they are aware of their roles in minimizing noise propagating from the site.

In order to monitor noise abatement operations the Contractor shall employ services of "Noise Control Specialist" for the duration of construction activity. The contractor shall submit qualifications and experience of the prospective specialist/firm to the Engineer for prior approval. The specialist/firm must satisfy the eligibility requirements of qualifications and work experience as required by the N.Y.C.D.E.P.

The monitoring protocol shall be as follows:

- (a) There shall be one outdoor and one indoor monitoring station for each work area or 1,000 ft. of street length whichever is less.
- (b) Monitoring of noise level shall be done prior to start of construction and during construction for each station at the same work hours specified in the contract.

(c) Locations of monitoring stations shall be recommended by the noise control specialist for approval of the Engineer.

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(d) Engineer shall provide indoor station locations to the contractor after ascertaining availability of the said station from the Community Board.

Should the Contractor fail to carry out the noise abatement operations and conditions specified herein, the Engineer shall have the authority to suspend all work until such time as the Engineer deems that the Contractor has complied with the requirements.

The following additional requirements for noise control shall apply to this contract:

- 1. Noise Level Requirements for Construction Equipment
  - (a) The Contractor shall ensure that all Contractor and Subcontractor equipment, of the types listed in Table A to be used on-site for a total duration greater than 5 days, shall be tested for compliance with the stated noise emission limits during the first day of use on the construction site or at an alternative site acceptable to the Engineer.
  - (b) All equipment as described in (a) above shall be re-tested at 6 month intervals while in use on site.
  - (c) All compliance tests shall be performed by the Contractor.
  - (d) For each piece of equipment tested, the Contractor shall provide a noise report to the Engineer as shown in Figure A.
  - (e) Equipment of the types listed in Table A, as described above, shall not be used on-site without valid certificates of noise compliance.
  - (f) The Contractor shall provide to the Engineer two noise meters meeting the requirements of Section 2(d) herein. Two acoustic calibrators of the type recommended by the meter manufacturer shall also be provided.

# TABLE A

# CONSTRUCTION EQUIPMENT NOISE EMISSION LIMITS: MEASURED AT 50 FEET FROM CONSTRUCTION EQUIPMENT

Equipment Category	Noise Level, dBA(SLOW)
, ,	
Auger Backhoe	83
Bar Bender	80
	80
Cherry Picker	80
Chain Saw	86
Compactor	80
Compressor	70
Concrete Mixer	86
Concrete Pump	82
Concrete or Diamond Saw	90
Crane	86
Crawler Miller	90
Dozer	86
Front End Loader	80
Generator	82
Gradall	86
Grader	86
Jackhammer	88
Man Lift	80
Mounted Impact Hammer	95
Paver	86
Pneumatic Tools	86
Roller	80
Scraper	. 86
Shotcrete Liner (tire-mounted)	79
Striper (walk-behind)	80
Tractor	84
Traffic Line Remover	80
Truck (including truck-mounted equipme	nt) 84
Vibrator	80
Vibratory Pile Driver	95
All Other Equipment with Engines	
Larger than 3750W	86
Impact Pile Driver	105 dBC(FAST)

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# FIGURE A

# CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE

Contractor Name:				
Contract Name & Number:				
Equipment Type:				
Manufacturer & Model Number:				
Identification Number:				
Rated Power & Capacity:				
Operating Condition During Test:				
-				
Measured Sound Levels at 6 to 15	meters:			
Measured Values and Distance:				
Engine-Powered or Concrete-Break				
Right Side:	dba(slow),	at _		
Left Side:	dBA(SLOW),	at _		_meters
Impact Pile Driving Equipment:				
Right Side:	dBC(FAST),	at	s	meters
Left Side:	dBC(FAST),	at _		meters
Equivalent Values at 50 Feet Dis	gtance:			
Engine-Powered or Concrete-Breal		ent.		
		ciic.		
Right Side:	dbA(SLOW).			
	dBA(SLOW).			
Impact Pile Driving Equipment:	35 G (55 GE)			
Right Side:	dBC(FAST).			
Left Side:	dBC(FAST).			
Maximum Values Allowed for this	Equipment:		_dBA(SLOW) at	15 meters
			_dBC(FAST) at	
If equipment sound level exce	eds maximu	m vai	lue allowed.	indicate
action taken to achieve complian			,	
				<del></del>
Name West Address C Dhone No				
Name, Work Address & Phone No.				
of NYSDOT Inspector				
			Data	<u> </u>
Authorized Signature:			Date:	
CONTRACTOR'S ACCEPTANCE:			Date:	

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- 2. Noise Level Test Procedures of Construction Equipment
  - (a) All engine-powered equipment shall be operated by the Contractor or Contractor's representative at high idle (maximum governed rpm) under full load conditions during the tests.
  - (b) Portable and mounted impact hammers, such as hoe rams and jackhammers to be used to concrete breaking, shall be tested during the first day of actual operation at the construction site under maximum load conditions as rated by the equipment manufacturer.
  - (c) Pile driving equipment shall be tested at the construction site under maximum load conditions as rated by the manufacturer.
  - (d) All noise certification measurements shall be performed with an instrument that is in compliance with the criteria for a Type 1 (Precision) or Type 2 (General Purpose) Sound Level Meter as defined in the current revision of ANSI Standard S1.4. An acoustic calibrator of the type recommended by the sound level meter manufacturer shall be used prior to all measurements.
  - (e) If possible, measurements shall be made at 50 feet (±1.5 feet) from the right and left sides of the equipment casing, at a height of 5 feet above ground level, with the equipment operating as indicated in items (a), (b) or (c) above for a minimum period of 1 minute. Measurements made at less than 50 feet, because of space limitations at the test site, shall be reduced by the values given in Table B to estimate the 50-feet sound level.

#### TABLE B

# ADJUSTMENTS FOR CLOSE-IN EQUIPMENT NOISE MEASUREMENTS

Measurement Values to be Subtracted from Measured Sound Level Distance (Feet) to Estimate Sound Level at 50 Feet (dBA)

20	to	under	21	8
21	to	under	23	7
23	to	under	26	6
26	to	under	29	5
29	to	under	33	4
33	to	under	37	3
37	to	under	41	2
41	to	under	47	1
47	to	under	50	0

# 3. Compliance with Equipment Noise Level Requirements

- (a) The Engineer shall retain a copy of the noise report from the Contractor with each piece of equipment used on the project of the types listed in Table A. The report shall be on the form shown in Figure A with certification by the noise control specialist hired by the contractor that equipment noise emissions do not exceed those prescribed.
- (b) If the noise levels obtained during the tests exceed those specified in Table A the Contractor shall promptly modify or alter such equipment and retest, or substitute other equipment to meet the noise level requirements.
- (c) Upon compliance, (including the certification date and equipment identification number) the Engineer will keep the noise reports readily available on file in the Construction field office for inspection upon request.
- (d) The Certification of Noise Compliance will remain valid for a period of 6 months only. Delays caused by certification refusal or by time lost in improving the rejected equipment or finding alternate acceptable equipment shall not be a basis for any monetary or time delay claims or for avoidance of late completion penalties.
- (e) All equipment shall be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the equipment in use meets the requirements specified in Table A. For this purpose, the Contractor shall furnish noise-measurement instrumentation that complies with the standards specified in paragraph 2. (d). If such tests are requested by the Engineer, the Contractor shall locate and operate the equipment as directed by the Engineer so as to facilitate the measurements. The Engineer shall provide the Contractor with a copy of the results of the measurements. If such tests demonstrate that any equipment does not comply with the requirements specified in Table A, its Certificate of Noise Compliance shall be revoke and equipment shall be taken out of use until compliance is achieved. A new Certificate of Noise Compliance will then be issued.

# 4. Construction Noise Level Exposure Limits

- (a) In no case shall the public be exposed to construction noise levels exceeding 100 dBA (SLOW) or to impulsive noise levels exceeding 125 dBC (FAST).
- (b) Construction activities shall be conducted in such a manner that the equivalent noise level (Leq) over any one-hour period does not exceed 85 dBA at any noise-sensitive locations (e.g. residence and hotels).

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- 5. Construction Noise Level Exposure Test Procedures
  - (a) All noise exposure measurements will be performed with an integrating sound level meter. An acoustic calibrator will be used prior to all measurements.
  - (b) The measurement microphone of the sound level meter shall be fitted with an appropriate windscreen, and will be located 1.5 meters above the ground and at least 5 feet away from the nearest sound-reflective surface for the tests.
  - (c) Noise exposure measurements will be taken at noise-sensitive locations closest to the construction activities at least once each week and as dictated by construction activities. Measurement periods at each location shall be a minimum of one hour.
  - (d) Construction noise exposure measurements will coincide with periods of maximum noise-generating construction activity, and will be performed during the construction phase or activity that the greatest potential to create annoyance or to exceed the noise exposure limits.
- 6. Compliance with Construction Noise Level Exposure Limits
  - (a) Construction noise exposure data will be collected by the Contractor on a weekly basis. The noise report will include (1) a sketch indicating the locations of the measurements and of all nearby construction equipment operating during the measurement period, (2) the measured maximum A-weighted noise level at each location, in terms of dBA (SLOW), (3) the measured maximum C-weighted noise level, in terms of dBC (FAST) and (4) the measured one-hour Leg (in dBA).
  - (b) In the event that the measured noise levels exceed the limits specified in paragraph 4 above, the Engineer will immediately notify the Contractor and the Contractor shall implement corrective actions as directed by the Engineer.
  - (c) All construction activities will be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the noise levels meet the exposure limits specified in paragraph 4 above. If such tests demonstrate that the noise levels exceed the specified limits, the Contractor shall implement corrective actions as directed by the Engineer.

- 7. General Requirements for Construction Equipment Noise Control
  - (a) The Contractor shall minimize the use of impact devices, such as jackhammers, pavement breakers, and hoe rams. Where possible, concrete crushers or pavement saws shall be used rather than hoe rams for tasks such as grillage removal and pavement demolition.
  - (b) All pneumatic impact tools and equipment used at the construction site shall have intake and exhaust mufflers recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
  - (c) All impact devices (i.e. jackhammers and pavement breakers) shall be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
  - (d) Hoppers, conveyors transfer points, storage bins, and chutes shall be line or covered with sound-deadening material.
  - (e) The Contractor shall minimize the use of air or gasolinedriven hand tools.
  - (f) All other equipment, including internal combustion engines, shall have mufflers and shield paneling recommended by the manufacturers thereof.
- 8. General Operational Requirements for Construction Noise Control
  - (a) The Contractor shall operate equipment so as to minimize banging, clattering, buzzing, and other annoying types of noises, especially near noise-sensitive locations.
  - (b) The Contractor, to the extent feasible, shall configure the construction site in a manner that keeps noisier equipment and activities as far as possible from noise-sensitive locations and nearby buildings.
  - (c) The Contractor shall minimize noise from the use of backup alarms near residential buildings by using self-adjusting, ambient noise-sensitive backup alarms that meet OSHA regulations.
  - (d) In no case shall the above restrictions limit the Contractor's responsibility for compliance with all applicable Federal, state and local safety ordinances and regulations and other sections of these construction specifications.

# 9. Acoustic Shed Requirements

- (a) All noise-generating mechanical equipment that is operated by the Contractor at any time other than weekdays between the hours of 7:00 a.m. and 6:00 p.m. shall be enclosed within an acoustic shed. Such equipment includes, but is not limited to, generators for traffic sign boards and lighting.
- (b) Acoustic sheds shall consist of three-sided, closed-top enclosures, oriented such that the open end of the shed faces away from residential or hotel buildings.
- (c) The shed shall be constructed of 0.5 inch plywood sheeting, or other acceptable material weighing at least 1.5 pounds per square foot, on timber framing with no gaps at joints or corners. Gaps between the bottom edge of the shed panels and the ground shall not exceed 1 inch in width and shall be closed off with solid strips of rubber, neoprene or other suitably dense material.
- (d) The inside of the shed shall be lined with glass fiber or mineral wool type sound-absorbing material at least 2 inches thick, protected by wire mesh or perforated sheets that have at least 30 percent open area.

#### 10. Cost of Work

(a) The cost of all labor, materials, equipment, insurance necessary for noise abatement measures as described in this section, any necessary modifications of construction methods or equipment and any delays to construction due to work suspension due non-compliance with noise control to requirements ordue to necessary modifications construction methods for compliance with the noise control requirements is deemed included in the prices bid for the items of work for which the equipment is used.

Equipment used shall be capable of a uniform application over the surface to be covered. There will be no separate measurement or payment for this work but the cost thereof is deemed to be included in the other various items of work.

- P. START OF CONTRACT WORK. The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.
- Q. <u>PROTECTION OF PRIVATE PROPERTY</u>. Prior to the start of work, the Contractor shall contact the owners of all buildings abutting the project for the purpose of obtaining access to said buildings. The Contractor shall make a complete interior and exterior videotaped

survey of all said structures, and any existing damage to the structures shall be noted. A copy of the video tape shall be presented to the Engineer for approval prior to commencing any work.

- R. 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.
- S. THE CONTRACTOR IS NOTIFIED that this is a FEDERALLY FUNDED PROJECT.
- 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.
- U. THE CONTRACTOR IS ADVISED that wherever the words "flagger" or "flagperson" are used in the Contract Drawings and in the OCMC Traffic Stipulations it shall mean "Crossing Guard".
- V. 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.

Project ID: HWXS311V1



# Department of Transportation

JANETTE SADIK-KHAN, Commissioner

# OCMC TRAFFIC STIPULATIONS

10/23/2012

OCMC FILE NO:

BXEC-12-378 HWXS311V1

CONTRACT NO: PROJECT:

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

LOCATION: CLIFFORD PLACE, BETWEEN WALTON AVENUE AND GRAND CONCOURSE

PERMISSION IS HERBY GRANTED TO THE NYCDDC AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

#### **A. SPECIAL STIPULATIONS**

- 1. EMBARGOES A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE HOLIDAY EMBARGO OR ANY OTHER SPECIAL EVENT EMBARGOES SUCH AS THE (OTHER EMBARGOES IF APPLICABLE) AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- 2. BIKE LANES IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 3. BUS STOPS THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- 4. METERS THE CONTRACTOR MAY NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718—894—8651.
- 5. ACCESS TO ABUTTING PROPERTIES THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- 6. AUTHORIZED PARKING PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE CONTRACTOR SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
- 7. NOTIFICATION THE CONTRACTOR MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- 8. CONSTRUCTION INFORMATIONAL SIGNS THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

  http://www.nyc.gov/html/dot/html/permits/stpermit.shtml#info_signs.

# 9. ENHANCED MITIGATIONS

- O ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
- O "NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- O COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

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

Project ID: HWXS311V1

OCMC FILE NO: CONTRACT NO: BXEC-12-378

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PROJECT:

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

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#### B. MAINTENANCE AND PROTECTION OF TRAFFIC

#### 1. STAGE I

- Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY AND 9AM-5PM SATURDAYS.
- Maintain one side of the step street open for pedestrians at all times, while occupying the other
- On the Walton Avenue sidewalk maintain 10ft width open all the times.

#### 2. STAGE 2

- Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY AND 9AM-5PM SATURDAYS.
- Maintain a pedestrian step street all the time, meanwhile the contractor can occupy the rest of the
- On Walton Avenue the contractor must maintain a 5ft clear sidewalk at all times.

#### 3. STAGE 3

- Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY AND 9AM-5PM SATURDAYS.
- Maintain one side of the step street open for pedestrians at all times, while occupying the other
- In front of the step street on Walton Avenue the contractor may occupy one half of the sidewalk frontage, meanwhile in the other half must maintain a 5 ft clear sidewalk.
- The contractor can occupy 12 ft width of the street on Walton Avenue including a 5ft pedestrian walkway.

#### 4. Stage 4

- Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY AND 9AM-5PM SATURDAYS.
- Maintain the step street and the Walton Avenue sidewalk open at all times.
- At the intersection of Walton Avenue and Clifford Place maintain a 12ft lane open at all times.

#### 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.
- THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- 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.
- 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

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UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-INCHARGE AND THE OCMC-STREETS.

- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
- 9. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.
- 10. 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.
- 13. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

JOSEPH P/NOTO
EXECUTIVE DIRECTOR
DCMC-STREETS

PROJECT MANAGER
PROJECT MANAGER

OCMC-STREETS

JPN/IL

Project ID: HWXS311V1



### 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 temovation 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-Purescible 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
- 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.





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#### Example: Street Construction Projects

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

#### 2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of	(the "Agency")
has awarded a construction contract to (Contract)	or)
(the "Contractor") for work to be performed at	(Contract
Site)	
a. This Agency has approved the following locations to the Contractor for the temporary storage, processing and/or stock construction materials (the "Stockpiling Locations") excavate construction site or intended for the construction site:	piling of
	-
The terms of the content require the Content of the	

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.

#### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

ADDENDUM NO. 2

DATED: December 24, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

- 1. Any substantial modification of the Contract shall be subject to approval by the State Commissioner of Transportation and the Federal Highway Administration, in addition to the City agencies involved.
- 2. The Contractor shall be responsible for compliance with all the provisions of the following Schedules of Federal and State requirements which are hereby made a part of the original contract documents and are annexed hereto:

Attachment "A" - Required Contract Provisions for Federal-Aid Projects - FHWA 1273

Attachment "B" - New York State Contract Requirements - including
Worker's Compensation and Liability Insurance, Labor
and Employment, Non-Assignment of Agreement, NonCollusive Bidding Certifications, Debarment History
Certification, Lobbying Activity Certifications, and
Appendix C (Disclosure of Lobbying Activities)

Attachment "C" - Federal-Aid Contracts - Notice to All Prospective Bidders

Attachment "D" - Provisions Relating to the NYS Labor Law,
Prevailing Wages, and the Use of Convict Labor,
Etc.

Attachment "E" - "Buy America" Requirements & Waivers

Attachment "F" - Equal Opportunity Requirements for Federal Aid Contracts

Attachment "G" - NO TEXT

Attachment "H" - Disadvantaged Business Enterprises Utilization Requirements

Attachment "I" - Training Special Provision

Attachment "J" - NO TEXT

Attachment "K" - Changed Conditions, Disputed Resolution and Disputed Work Provisions

Attachment "L" - Contractor Initiated Value Engineering Change Proposals (CIVEC)

Attachment "M" - NO TEXT

Attachment "N" - Itemized Proposal

Attachment "O" - US DOT Hotline / NYS Inspector General Hotline

Attachment "P" - Prompt Payments by the Contractor / Civil Rights
Monitoring and Reporting

Attachment "Q" - Iran Divestment Act

In addition to compliance with the above Federal and State requirements, the Contractor shall also be required to comply with all City requirements as depicted in the Information for Bidders and Standard Construction Contract herein. Wherever a conflict may exist, the Federal Regulations shall take precedence.

- 3. The Contractor shall not pay less than the highest minimum hourly rates as set forth by Federal, State or City laws.
- 4. The Contractor shall maintain his records in conformity with the current NYSDOT "Manual for Uniform Record Keeping", referred to as MURK, copies of which are available on line at the NYSDOT website www.dot.state.ny.us, Construction division, manuals. A copy of the manual can also be purchased from the NYSDOT Plan Sales Office at 518-457-2124. The entire manual or individual parts can be purchased by personal or business check or money order.

Part A Contract Administration Manual Part B Construction Inspection Manual Part C Safety & Health Program Manual Part D Construction Consultant Manual

- 5. In accordance with FHPM 1-6-2, (23U.S.C.315) dated July 2, 1979, the construction work performed under this Contract shall be available to be subject to inspection at all times by the New York State Department of Transportation and the Federal Highway Administration.
- 6. Amendments to Information for Bidders:
  - a) Refer to Page 6, SECTION 20. Low Tie Bids;

    Delete Article 20 in its entirety and substitute the words

    "20. (NO TEXT).
  - b) Refer to Pages 6 and 7, Subsection 21.(C), Rejection of All
    Bids and Negotiation With All Responsible Bidders;
    Delete Sub-Article 21.(C) in its entirety and substitute the words "(C) NO TEXT."
  - c) Refer to Pages 8 and 9, SECTION 26. Bid, Performance and Payment Security; Add the following:
  - "(F) Bidders are hereby advised that the apparent low Bidder, as determined at the bid opening or subsequently notified that its firm is the low Bidder, will be required to submit within seven (7) days a complete DBE Pre-Award Utilization Package in compliance with SECTION 102-12H of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS using their approved civil rights reporting software called EBO. For EBO software see Attachment "P", CIVIL RIGHTS MONITORING AND REPORTING."

- d) Refer to Page 9, SECTION 27. Failure to Execute Contract, 6th, 7th and 8th lines;
  Delete the sentence beginning with the words: "No plea of mistake in such..." in its entirety.
- e) Refer to Page 10, SECTION 30. Labor Law Requirements,
  Sub-Article (A) General:

  Add the following at the end of the Section: "This provision shall apply to subcontractors also."
- f) Refer to Page 11, Subsection 33.(B), Variations from Engineer's Estimate;
  Delete Subsection 33.(B) in its entirety. See Attachment "K",
  Page A2-K2 and A2-K3, Significant Changes in the Character of Work, Sub-Article 3.(iv)(B).
- g) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);

  Delete the SECTION, in its entirety. See Attachment "H"

  Disadvantaged Business Enterprise Utilization
  Requirements.
- 7. Amendments to Standard Construction Contract:
  - a) Refer to Pages 11 and 12, ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION; Add the following:
    - "7.6 In addition to the requirements stipulated herein, all work performed under this Contract shall comply with the safety and health standards of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor."
  - b) Refer to Page 13, Sub-Article 9.3;

    Delete the first sentence starting with the words: "If the

    Contractor..." and ending with the words "... progress schedule."
  - C) Refer to Pages 22 and 23, ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION; Delete Sub-Article 16.1.4, in its entirety.
  - d) Refer to Pages 23 and 24, ARTICLE 17. SUBCONTRACTS;
    Delete Sub-Article 17.11.1, in its entirety;
    Substitute the following revised Article 17.11.1:
    - "17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor and materials, as are contained in this **Contract**."

- e) Refer to Pages 23, 24 and 25, ARTICLE 17. SUBCONTRACTS;
  Delete Sub-Articles 17.13 and 17.14, in their entirety;
  Substitute the following revised Articles 17.13 and 17.14:
- "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 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."
- f) Refer to Page 26, ARTICLE 19. SECURITY DEPOSIT;
  Delete Sub-Article 19.2, in its entirety;
  Substitute the following Sub-Article 19.2:
- "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** subject to the 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."
- g) Refer to Page 29, ARTICLE 21. RETAINED PERCENTAGE;
  Delete Article 21, in its entirety;
  Substitute the following:

#### "ARTICLE 21. (NO TEXT)"

h) Refer to Page 36, ARTICLE 24. MAINTENANCE AND GUARANTY;

Delete the Article in its entirety, except for the last

Paragraph 24.9;

Substitute the following:

#### "ARTICLE 24. WARRANTIES AND GUARANTEES

24.1 On any contract which requires the furnishing and/or installing of electrical or mechanical equipment, the Contractor shall provide the following:

- (1) manufacturers' warranties or guarantees on all electrical and mechanical equipment, consistent with those provided as customary trade practice.
- (2) contractors' warranties or guarantees providing for satisfactory in-service operation of the mechanical and electrical equipment and related components for a period not to exceed 6 months following project acceptance.

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

24.2 through 24.8 (NO TEXT)"

- i) Refer to Page 37, ARTICLE 25. CHANGES; Add the following paragraph:
- "25.5 Extra Work: It is anticipated that the preliminary engineering and the preparation of plans, specifications and contract documents have been performed with sufficient thoroughness, accuracy and care, and that changes and extra work during the construction can be held to a minimum and limited almost exclusively to revisions and additions necessitated by conditions that could not reasonably be anticipated before the project was advertised for bids or force account operations commenced."
- j) <u>Refer</u> to Pages 50, 51 and 52, <u>ARTICLE 36. NO DISCRIMINATION</u>; <u>Change</u> in Paragraph 36.1.1, 4th line, "citizen of the State of New York" to "person";
  - Delete Paragraphs 36.1.3, 36.1.4, 36.2.2 and 36.2.4 in their entireties;
  - Add "or sex or age" to the expression "race, creed, color or national origin", and "or sex or age" to the expression "race, color or creed", wherever these expressions appear in Article 36.
- k) Refer to Page 59, ARTICLE 43. PROMPT PAYMENT;
  Add the following sentence to the end of Sub-Article 43.5:

"The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgements against a Subcontractor or materialman which have not been fully discharged."

- 1) Refer to Pages 59 and 60, ARTICLE 44. SUBSTANTIAL COMPLETION

  PAYMENT;
  Delete Sub-Articles 44.2 and 44.3, in their entirety;
  Substitute the following:
- "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**, less any and all

deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a Partial and not a Final Payment. No **Substantial Completion** payment shall be made under this article where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

- 44.3 No further partial payments shall be made to the Contractor after the Commissioner issues a Certificate of Substantial Completion, except the Substantial Completion payment and Contractor's requisition that were properly filed with the Commissioner prior to the date of Substantial Completion; however, the Commissioner may grant a waiver for further partial payments after the date of Substantial Completion to permit payments for change order Work. Such waiver shall be in writing."
- m) Refer to Pages 60 and 61, ARTICLE 45. FINAL PAYMENT;
  Delete Sub-Article 45.1, in its entirety;
  Substitute the following:
- "45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**. 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**."
- n) Refer to Pages 71, 72 and 73, ARTICLE 64. TERMINATION BY THE CITY;

  Delete the text of the 1st paragraph;
  Substitute the following:
- w64.1 In addition to termination pursuant to Article 63, the Commissioner may, by written notice, terminate the Contract or any portion thereof after determining that for reasons beyond either Department or Contractor control it is not feasible to proceed with or complete the work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining

orders or injunctions obtained by third-party citizen action resulting from national or local laws or regulations, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor, or where the orderly progression of a project is interfered with or delayed by acts or omissions of persons or agencies other than the Contractor. The Contractor specifically understands that the issuance of such notice by the Commissioner shall be conclusive as to its necessity. In such event the Contractor shall upon receipt of such notice:"

- o) Refer to Pages 74 and 75, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;
  - <u>Delete</u> Article 67, in its entirety. See Attachment "H" Disadvantaged Business Enterprise Utilization Requirements.
- p) Refer to Page 78, ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR;
  - <u>Delete</u> Article 75, in its entirety and <u>Substitute</u> the following "ARTICLE 75. (NO TEXT)".
- q) Add the following to Pages 92, 93, 94, 95, 96, 97, 98, and 99, PERFORMANCE BOND:

"Prior to or at the time of execution of the contract, successful bidder must deliver to the City of New York an executed bond equal to one hundred percent (100%) of the contract price, to secure the faithful performance of the contract, and an executed bond in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor or furnishing materials in connection with this contract, prepared on the forms of bonds authorized by The City of New York, and made a part of the contract documents, copies of which are annexed hereto, and having as surety thereunder such surety company or companies as are approved by The City of New York and are authorized to do business in the State of New York. Premium of such bonds shall be included in the base bid.

In lieu of a performance and completion bond and labor and material bond, a contractor may deposit with the Comptroller, money or obligations of The City of New York which the Comptroller shall approve as of equal value with the amount of the performance and completion bond required.

Whenever a contractor deposits obligations of The City of New York, in lieu of a performance and completion bond and a labor and material bond, it shall be with the understanding that the Comptroller of the City of New York, or his successors, may sell and use the proceeds thereof, for any purpose for which the principal or surety on such bond would be liable under the terms of the contract. If money is deposited with the Comptroller, the Contractor shall not be entitled to receive interest on such money from The City of New York.

If the bidder to whom the contract is awarded refuses to execute it, or fails to furnish the required security and insurance within ten (10) days after receipt of notice to him of the award, the amount of his deposit, or as much thereof as may be applicable to the amount of the award made to him, shall be forfeited and shall be retained by the City as liquidated damages. See Page A2-3 for change relating to requirements to submit proof of bondability within 10 days after bid opening."

- 8. Amendments to General Conditions of the Standard Highway Specifications:
  - a) Refer to Page 14 of the Standard Highway Specifications,
    Article 1.06.23. Rules, Laws, and Requirements;
    Add the following:

"Certain items of work are to be performed in accordance with the general specifications of the following departments of the City of New York:

Bureau of Traffic Operations
Police Department
Fire Department
Department of Environmental Protection
Bureau of Water Supply
Street Lighting

Copies of these specifications may be examined at their offices."

- b) Refer to Pages 16 and 17 of the Standard Highway
  Specifications, Article 1.06.23.(G) Rules Governing
  Navigation, last paragraph;
  Delete the word "asbestos" wherever it occurs.
- C) Refer to Pages 36, 37 and 38, of the Standard Highway Specifications, Article 1.06.46. Project Sign; Delete the Article 1.06.46, in its entirety; Substitute the following:
  - "1.06.46. Project Sign. No project signs will be required on this project."
- d) <u>Refer</u> to Page 40 of the Standard Highway Specifications, Sub-Article 1.06.48.(C) Access Ramps, 2nd paragraph, 1st line;
  - Change the maximum grade from "one (1) vertical on three (3) horizontal" to "one (1) vertical on six (6) horizontal".
- 9. Amendments to the Standard Highway Specifications:
  - a) Refer to Page 83, Subsection 2.18.3(A), 4th paragraph;
    Change "." to "," after "... and Appeals";
    Add the following words: "and the health standards of OSHA of the U.S.
    Department of Labor."
  - b) Refer to Page 187, Subsection 4.06.12;

    Delete the Subsection 4.06.12, in its entirety and substitute the words "4.06.12. (NO TEXT)." The use of rubble aggregate will not be permitted.

- 10. The Contractor is hereby notified that this is a City contract funded through apportionment available under Title 23, U.S. Code, as amended, and that the contract will be awarded by the City of New York, subject to the approval of the Commissioner of the New York State Department of Transportation and the Federal Highway Administration. Furthermore, no extensions in time for completion or other changes affecting the contract work can be granted by the City of New York without concurrence of the State of New York and approval of the Federal Highway Administration.
- 11. All reference to the delivery of salvageable materials to a designated City-owned yard do not apply to this Contract. All salvageable materials designated by the Engineer shall be stored on site for pick-up by City forces.
- 12. Wherever references are made within these specifications to "race, creed, color, national origin or sex," they shall be construed to include "sexual orientation and marital status".

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of

potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency

may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The

contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of

Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program

shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

## This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR

Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * *

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

#### **WORKER'S COMPENSATION AND LIABILITY INSURANCE**

The CONTRACTOR agrees to procure and maintain, until final acceptance by the City of the work covered by this Agreement, insurance of the kinds and in amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all operations under this Agreement whether performed by him or subcontractors. Before commencing the work, the CONTRACTOR shall furnish to the COMMISSIONER and to the City of New York a certificate or certificates, in form satisfactory to the COMMISSIONER and to the CITY, showing that he has complied with this requirement, which certificate or certificates, shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the COMMISSIONER and to the City of New York. The kinds and amounts of insurance required are as specified in Schedule "A" shown on Pages SA-1 to SA-10, in Volume 3 of 3.

This Agreement shall be void and of no force and effect unless the Contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law. (State Finance Law Section 142)

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# Appendix "A" STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

- 1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- **3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).
- **4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- **6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- 7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

### Appendix "A" (cont.)

- 8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).
- 9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
- 10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct and examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:

## (A) Federal Employer Identification Number And/or Federal Social Security Number.

All invoices or New York State standard vouchers submitted for payment for the sale of goods of services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

### (B) Privacy Notification.

- (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

# Appendix "A" (cont.)

- 12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN: In accordance with Section 312 of the Executive Law, if this contract is: (i) a written Agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written Agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written Agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:
  - (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rate of pay or other forms of compensation;
  - (b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis or race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
  - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Contractor or Subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section.

The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the NYS Department of Economic Development's Division of Minority-and Women-Owned Business Development pertaining hereto.

- 13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this subsection, the terms of this subsection shall control.
- **14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- **15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
- **16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
- 17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
- **18. CONTRACT TERMINATION PROVISION.** Refer to the City of New York Standard Construction Contract (in Volume 2 of 3), Article 64.

# **LABOR AND EMPLOYMENT**

The provisions of NYS Labor Law, as amended, and referred to in §102-08, Standard Clauses for All New York State Contracts, shall be applicable. On contracts financed with Federal-Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization will only be considered under a subcontract approved in accordance with §108-05, Subletting or Assigning the Contract.

A. Wages. The Department will provide the Contractor with prevailing wage rate schedules. When both State and Federal wage rate schedules are provided, the Contractor shall pay the higher of the two wages and supplemental (fringe) benefits. If prevailing wage rate schedules are attached, all onsite work shall be paid prevailing wages. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Contractor shall obtain periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in wage rate schedules and supplements (fringes) over the contract duration in the contract bid prices.

On-site Contractor or Subcontractor employees shall be paid prevailing wages required under the Davis-Bacon Act. In accordance with 29 CFR 5.2(I), "site of the work" is defined as the physical place or places where the construction called for in the contract will remain when work on it has been completed. Facilities such as fabrication plants, mobile factories, batch plants, borrow pits, etc. are part of the site of the work provided that they are dedicated exclusively to the performance of the contract. Not included in the site of the work are facilities whose continuance in operation are determined wholly without regard to a particular contract. Such permanent, previously established facilities are not a part of the "site of the work," even where the operations for a period of time may be dedicated exclusively to the performance of a contract.

In accordance with NYS Labor Law, Sections 220 and 220-d:

- No laborer, worker, or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
- 3. The minimum hourly rate of wages to be paid shall not be less than that stated in the contract documents, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
- 4. The contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
  - a. the stipulated wage scale as provided in Labor Law, §220 (3), as amended, or;
  - b. the stipulated minimum hourly wage scale as provided in Labor Law, §220-d, as amended.
- **B. Overtime Dispensation.** All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations

The Contractor shall submit requests for overtime dispensation to the Department on Form PW- 30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

**C. Payrolls.** The Contractor shall furnish the Engineer, each week, a certified payroll and statement of compliance with respect to the wages paid each of its employees, (including apprentices, trainees, watch persons and guards) and a certified payroll from each Subcontractor engaged on work during the preceding weekly payroll period.

Certified payrolls shall contain work class, hours worked, wage rate, payroll taxes and withholdings. Certified payrolls shall be annotated by race and gender, and shall be submitted on Form WH-347 or Form HC-231-1 for Federal-Aid contracts, and on HC-231-1 for non Federal-Aid contracts. At the Contractor's option, computer printed payroll records, which supply the required data and certifications may be used.

**D. Training.** An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

A number of sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOL-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprenticeable occupations as determined by NYSDOL or USDOL. A list of approved OJT programs can be found in the On-the-Job Training and Apprenticeship Program Construction Catalogue which is available through the Department's Office of Equal Opportunity Development and Compliance.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

When training is required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentice(s)/ trainee(s).

### The Trainer shall:

- 1. Be located on the contract site generally on a daily basis; and
- 2. Be responsible for the day-to-day supervision and training of persons on the contract; and
- 3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

### The Training Coordinator shall:

- 1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
- 2. Be responsible for ensuring on-the-job orientation of apprentice/trainees; and
- 3. Be responsible for ensuring meaningful and effective training for the duration of training.
- **E. Public Notices.** Before commencing any work on the site, the Contractor shall provide a satisfactory weather resistant surface, and post, in a location accessible to all workers, a copy of the NYSDOL schedules of prevailing wages and supplements for this contract, a copy of all redeterminations of such schedules for the contract, the Workers' Compensation Law notice, required safety notices, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Notices shall be maintained until all work on the site is complete.
- **F. Federal-Aid Requirements.** No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits of any Federal-Aid highway construction project from the time of contract award or the start of work on force account until final acceptance of the work by the Department.

## **NON-ASSIGNMENT OF AGREEMENT**

In accordance with Section 138 of the State Finance Law, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such agreement to any person, company or corporation without the previous consent in writing of the City and of the Commissioner of the Department of Design and Construction and any attempts to assign the agreement without the City's written consent are null and void.

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#### **BID DEPOSIT**

Accompanying this proposal is a bid bond, certified check or bank cashier's check for the specified amount of deposit required. In the event this proposal is accepted by the Department of Transportation and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, or where applicable, Section 30 of the Canal Law, as amended, the moneys represented by such bid bond, certified check or Bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the State of New York; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended, or where applicable with Section 30 of the Canal Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind herself/himself or itself/themselves to enter into written contract, within ten days of date of notice of award, with the said Department of Transportation, and comply in all respects with § 38(6) of the Highway Law, as amended, or where applicable with §30 (7) of the Canal Law, as amended, in relation to security for the faithful performance of the terms of said contract.

## **NON-COLLUSIVE BIDDING CERTIFICATIONS**

# REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

"Section 139-d, SFL and Section 103-d, GML, 'Statement of non-collusion in bids to the state.'

1. Every bid hereafter made to the state or any public department agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2)(3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1(a).

2. Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificates as to non collusion as the act and deed of the corporation."

(A)2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

# NON COLLUSIVE BIDDING CERTIFICATION (49 CFR, 29)

The Contractor to whom the above identified contract is to be awarded does hereby tender to the New York State Department of Transportation this sworn statement pursuant to Section 112(c) of Title 23 U.S. Code *Highway* and does hereby certify, in conformance with said 23 USC 112(c) that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above identified contract.

The signatory to this proposal, being duly sworn, certifies that, **EXCEPT AS NOTED BELOW**, its company and any person associated therewith in then capacity of owner, Partner, director, officer, or major stockholder (five percent or more ownership):

- 1) is not currently suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within that past three years;
- 3) does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent Jurisdiction in any matter involving fraud or official misconduct within the past three years.

**EXCEPTIONS** – List any relevant information, attaching additional sheets if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

# Lobbying Activity Certification [For Federal-Aid Contracts Only]

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

# **CONTRACTOR MUST COMPLETE THE FORM BELOW**

# OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

	made a finding of non-responsibility regarding the ter into the Procurement Contract in the previous four
No	Yes
If yes, please answer questions	2-4. If no, skip to question 5.
2. Was the basis for the finding of Law §139-j (Please circle):	of non-responsibility due to a violation of State Finance
No	Yes
3. Was the basis for the finding of information to a Governmental E	of non-responsibility due to the intentional provision of false or incomplete intity? (Please circle):
No	Yes
4. If you answered yes to any of responsibility below.	the above questions, please provide details regarding the finding of non-
Governmental Entity:	
Date of Finding of Non-responsit	pility:
Basis of Finding of Non-Respons	sibility:
(Add additional pages as necess	ary)
	or other governmental agency terminated or withheld a Procurement Contracting to enter into the Procurement Contract due to the intentional provision of (Please circle):
No	Yes
6. If yes, please provide details b	pelow.
Governmental Entity:	
Date of Termination or Withholdi	ng of Contract:
Basis of Termination or Withhold	ling:
(Add additional pages as necess	ary)

3 of 6

### **ATTACHMENT "B"**

### NON COLLUSIVE BIDDING

BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

- 1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
- 2. TITLE 49, CFR, PART 29
- 3. TITLE 23, U.S. CONE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

### BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:

- 1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the Changed conditions provisions if applicable;
- 2. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
- 3. Certification of Specialty Items category selected, if contained in this proposal;
- 4. Certification of any other clauses required by this proposal and contained herein;
- 5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR, Part 29.
- 6. Contractor affirms that all information provided to the Department with respect to the requirements contained in State Finance Law §139j and §139k is complete, true and accurate.

Dated:	, 20	
	(Legal Name of Person, Corporation, or Firm Which is Submitting Bid or Proposal)	
		BY:
		(Signature of Person Representing Above)
		AS:
		(Official Title of Signator in Above Firm)

### **ATTACHMENT "B"**

# (Acknowledgment by Individual Contractor, if a Corporation) STATE OF NEW YORK COUNTY OF_____ On this _______ day of _______, 20 _____, before me personally came _______, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she _____, and that he/she is the of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behave of said Corporation by order of the Board of Directors of said Corporation. Notary Public (Acknowledgment by Co-Partnership Contractor) STATE OF NEW YORK COUNTY OF person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _______, consisting of himself/herself and ______, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of for the uses and purposes mentioned therein. Notary Public (Acknowledgment by Individual Contractor) STATE OF NEW YORK COUNTY OF_____ described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

5 of 6

**Notary Public** 

# NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provi	de information listed b	pelow:		
Bidder Address: _	Street or P.O.	Box No.	· 	
_	City			
	State	Zip Code		
Federal Identificat	ion No.:			
Name of Contact F	Person:	· .		
Phone No. of Con	tact Person:()			
If Bidder is a C	orporation:			
President's Name	& Address:		·	
Secretary's Name	& Address:			
Treasurer's Name	& Address:			
K Diddorio - D				
If Bidder is a Partner's Name &	•			
Partner's Name &	Address:			
	ole Proprietorship:			
Owner's Name &	Address:			

MA 2A (03-09-33) NYCDOT

DEBARMENT HISTO CONTRACT NO.		JION
I,(PRESIDENT OF AUTHORIZED OFFICIAL)	, being duly sworn, certific	es that,
except as noted herein,	or any p	person
(THE COMP associated therewith in the capacity of cinvestigator, project director, manager, administration of Federally Aided Projects:	ANY)  owner, partner, director, off	ficer, principa
is not currently under suspension, determination of ineligibility by any go	debarment, voluntary exclus vernmental entity;	sion, or
has not been suspended, debarred, ineligible by any governmental entity v	voluntary excluded or dete vithin the past three (3) years	ermined ;
does not have a proposed debarment	pending; and	
has not been indicted, convicted, cagainst it by a court of competent jurist or official misconduct within the past the	sdiction in any matter involvin	endered ig fraud
(INSERT EXCEPTIONS HERE. AT AS NECESSARY)	TACH SUPPLEMENTAL S	HEETS
Exceptions will not necessarily result in derectermining responsibility. For any exception nitiating governmental entity and dates of act and description with this company not responsible for the project and subject the person making the false statements.	n noted herein, indicate to whation. A material false statem certification may result in a lary future projects, and in	nom it applies, ent willfully or rendering the
(PRINT NAME)	(SIGNATURE)	
(TITLE)	(DATE)	<del></del>
Subscribed and sworn to before me this	day of	20

# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION DEBARMENT HISTORY CERTIFICATION CONTRACT NO.

### **GOVERNMENTAL ENTITY:**

Governmental Entities shall include any/all city, state and federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, and local development corporations.

### **COMPANY:**

Companies shall include the persons or affiliates for which a suspension or debarment decision has been rendered, and shall include all subsidiaries, divisions and other organizational elements thereof unless said decision is limited by its terms to one or more specifically identified individuals or organizational elements or to specific types of transactions.

### **PERSON:**

Persons shall include any individual, corporation, partnership, association or legal entity however organized, including any subsidiary of the foregoing.

### SUBSIDIARY:

Subsidiaries shall include any corporation, partnership, association or legal entity however organized, which is owned or controlled by another person.

### AFFILIATE:

Persons are affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third person owns, controls, or has the power to control both.

### **CONTROL:**

Control shall be taken to mean the power to exercise, either directly or indirectly, a controlling influence over management, policies or activities of a person, whether through ownership of voting securities, through one or more intermediary persons, or otherwise. Indications of control shall include, but not be limited to: a person who owns or has the power to vote more than 25 percent of the voting securities of another person, or 25 percent of the total equity if the other person has no voting securities; interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and establishment, following debarment, suspension or other exclusion decision, of any organization or entity which is to operate in the same business or activity and is to have substantially the same management, owner-ship or principal employees as the debarred, suspended or excluded person.

# **APPENDIX C**

# LOBBYING ACTIVITY CERTIFICATION [FOR FEDERAL-AID CONTRACTS ONLY]

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

### **APPENDIX C**

### INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
- If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
- For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

Standard Form LLL (Rev. 7-97)

# APPENDIX C

## **DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

	(See levelse to but	alic bulueli discloso	iie.)
1. Type of Federal Action:	2. Status of Federa	l Action:	3. Report Type:
a contract	a. bid/o	ffer/application	a. initial filing
b grant	└──  b. initial	l award	b material change
c. cooperative agreement	c. post-	award	For Material Change Only:
d. loan			year quarter
e loan guarantee			date of last report
f. loan insurance			
4. Name and Address of Reporting	g Entity:	5. If Reporting Er	ntity in No. 4 is a Subawardee, Enter Name
Prime Subawardee		and Address of	Prime:
Tier	if known:		
Congressional District, if known	₇₀ 46		District, if known:
6. Federal Department/Agency:		7. Federal Progra	ım Name/Description:
		CFDA Number,	if applicable:
8. Federal Action Number, if know	n:	9. Award Amoun	t, if known:
		\$	
10. a. Name and Address of Lobb	ying Registrant	b. Individuals Pe	rforming Services (including address if
(if individual, last name, first r	name, MI):	different from t	
	•	(last name, firs	t name, MI):
11. Information requested through this form is authorize		Signature:	
1352. This disclosure of lobbying activities is a mupon which reliance was placed by the tier above when the property of th		· <b>1</b>	
or entered into. This disclosure is required pursuant to: 31 U.S.C. 1352. This information, will be available for public inspection. Any person who falls to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			
		Title:	
		Telephone No.:	Date:
A SANTA TARIN SANTAN SANTAN NA TARIN TARIN TARIN TARIN SANTAN SANTAN SANTAN SANTAN SANTAN SANTAN SANTAN SANTAN			Authorized for Local Reproduction
Federal Use Only:			Standard Form LLL (Rev. 7-97)

# **ATTACHMENT "B"**

# DISCLOSURE OF LOBBYING ACTIVITIES

# APPROVED BY OMB 0346-0046

# **CONTINUATION SHEET**

REPORTING ENTITY:	PAGE	OF

Authorized for Local Reproduction - Standard form LLL

# NOTICE TO ALL PROSPECTIVE BIDDERS FEDERAL-AID CONTRACTS

### ASSURANCE OF NON-DISCRIMINATION

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

1/17/79 5/1/79 6/3/81 5/9/85

L8/3/2010

# **SUBCONTRACTS**

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the Labor Compliance Manual (Federal-aid Construction, Appendix D-2, 3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the Regional Director.

Rev. 2/27/70 4/20/72 8/30/73 12/7/76

# APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

## **ATTACHMENT "C"**

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW, PREVAILING WAGES, AND THE USE OF CONVICT LABOR AND MATERIALS ON FEDERAL & STATE CONTRACTS

**GENERAL PROVISIONS.** All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23-Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

**CONVICT LABOR.** No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

**SELECTION OF LABOR.** No procedures or requirements shall be imposed by any state or municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

WAGE RATES ON FEDERAL AID PROJECTS. Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.

**CONSTRUCTION BY FEDERAL AGENCIES.** When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

**NON-DISCRIMINATION.** Employment shall be provided without regard to race, color, religion, sex, or national origin.

**CONVICT-PRODUCED MATERIALS.** The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

- a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:
- 1. Produced by convicts who are on parole, supervised release, or probation from a prison; or
- 2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.
- b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1. 1997, produced materials for use in Federal Aid highway construction projects.
- c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

# **FEDERAL WAGE RATES**

General Decision Number: NY140003 01/24/2014 NY3

Superseded General Decision Number: NY20130003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond

Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification	Number	Publication	Date
0		01/03/2014	
1		01/17/2014	
2		01/24/2014	

ASBE0012-001 07/01/2013

Asbestos Workers/Insulator		
Includes application of	•	
all insulating materials,		
protective coverings,		•
coatings and finishes to		
all types of mechanical		
systems\$	64.13	29.04
HAZARDOUS MATERIAL HANDLER\$	30.00	9.10

Rates

Fringes

BOIL0005-001 01/01/2013

Rates Fringes

BOILERMAKER.....\$ 49.47

### FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2013

	Rates	Fringes	
BRICKLAYER		22.93 26.75	
		r.	

* BRNY0001-002 07/01/2013

Rates Fringes

Pointer, cleaner and caulker	\$ 46.65	23.86
* BRNY0004-001 07/01/2013		
	Rates	Fringes
MARBLE MASON	\$ 55.32	28.39
* BRNY0007-001 01/01/2013		
The way of the second of the s	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER		31.79 31.80
* BRNY0020-001 07/01/2013		
	Rates	Fringes
MARBLE FINISHER	\$ 44.07	28.17
* BRNY0024-001 07/01/2013		
	Rates	Fringes
BRICKLAYER MARBLE POLISHERS	\$ 38.40	22.28
* BRNY0052-001 06/01/2013		
•	Rates	Fringes
Tile Layer	\$ 51.05	29.56
* BRNY0088-001 06/01/2013		
	Rates	Fringes
TILE FINISHER	\$ 40.29	26.42
CARP0001-009 07/01/2008		
	Rates	Fringes
Carpenters: Carpenters & Soft floor layers	\$ 43.02	35.96
CARP0740-001 07/01/2010		
	Rates	Fringes
MILLWRIGHT		44.93
CARP1456-004 01/01/2011		
	Rates	Fringes
Dock Builder & Piledrivermen DOCKBUILDERS	\$ 46.21	38.36

CARP1456-005 01/01/2011		. <del></del>
	Rates	Fringes
Diver Tender		38.46 38.46
CARP1536-001 10/01/2010		
	Rates	Fringes
Carpenters: TIMBERMEN	\$ 42.63	31.32
ELEC0003-001 11/09/2011		
	Rates	Fringes
ELECTRICIAN  Electricians		23.672
and repair work	\$ 25.30	15.13+a
PAID HOLIDAYS:		
a. New Years Day, Martin Luth Washington's Birthday, Memori Labor Day, Columbus Day, Electhe day after Thanksgiving Date ELEC1049-001 03/31/2013  QUEENS COUNTY	al Day, Indetion Day, The	ependence Day, nanksgiving Day,
	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment)		
Groundman	\$ 38.65 \$ 48.31 \$ 23.06	17.83 18.14 23.07 28.5%+9.75
Groundman	\$ 38.65 \$ 48.31 \$ 23.06	18.14 23.07

#### ELEVATOR MECHANIC

Elevator Constructor......\$ 57.01 27.605+a+b Modernization and Repair....\$ 45.14 27.455+a+b

### FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0014-001 07/01/2013

	· ·	
	Rates	Fringes
Pavement equipment operator	A	00.65
Asphalt Plants		28.65+a
Asphalt roller		28.65+a
Asphalt spreader	.\$ 65.76	28.65+a
Power Equipment Operator		
(HEAVY & HIGHWAY)	A 05 00	00.65
GROUP 1	•	28.65
GROUP 10		28.65
GROUP 11		28.65
GROUP 12		28.65
GROUP 13		28.65
GROUP 14		28.65
GROUP 15		28.65
GROUP 2	•	28.65
GROUP 3		28.65
GROUP 4	.\$ 70.63	28.65
GROUP 5		28.65
GROUP 6	.\$ 66.45	28.65
GROUP 7	.\$ 67.70	28.65
GROUP 8	.\$ 65.76	28.65
GROUP 9	.\$ 64.34	28.65
Steel erector		
Compressors, Welding		
Machines	.\$ 41.84	28.65
Cranes, Hydraulic Cranes,		
2 drum derricks,		
Forklifts, Boom Trucks	.\$ 70.50	28.65
Three drum derricks	.\$ 73.37	28.65
Utility Laborer		
Horizontal Boring Rig	.\$ 62.53	28.65
Off shift compressors		28.65
Utility Compressors		28.65
• •		
POWER EQUIPMENT OPERATOR CLASSIF	ICATIONS	

#### GROUP 1: Tower crane

GROUP 2: Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

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PREMIUMS ON CRANES (Crawler or Truck):
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100' to 149' boom - add .50

150' to 249' boom - add .75

250' to 349' boom - add 1.00

350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75

150' to 249' boom - add 2.00

250' to 349' boom - add 2.25

350' to 450' boom - add 2.75

Tower crane - add 2.00

### FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

TNGT0014 000 07/01/0010

#### ENGI0014-002 07/01/2013

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1\$	65.83	28.65+a
GROUP 2\$	69.74	28.65+a
GROUP 3\$	63.58	28.65+a
GROUP 4\$	57.82	28.65+a
GROUP 5\$	43.28	28.65+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

#### Premiums for Cranes:

100'-149' boom - add 1.75

150'-249' boom - add 2.00

250'-349' boom - add 2.25

350'-450' boom - add 2.75

Tower cranes add 2.00

### FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

TD000040 000 07/07/4044

IRON0040-002 07/01/2013

BRONX, NEW YORK, RICHMOND

		Rates	Fringes
IRONWORKER,	STRUCTURAL	\$ 46.75	50.98
IRON0046-0	03 07/01/2013		

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND		
REINFORCING IRONWORKERS	\$ 40.00 	30.16
IRON0197-001 06/01/2013		•
	Rates	Fringes
IRONWORKER STONE DERRICKMAN		36.57
IRON0361-002 07/01/2013		
KINGS, QUEENS		
	Rates	Fringes
Ironworkers: (STRUCTURAL)		50.98
IRON0580-001 07/01/2013		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 42.30	42.12
LABO0029-001 07/01/2013 .		
	Rates	Fringes
Laborers:		
Heavy Blasters (hydraulic trac		
drill)		29.10
Blasters		29.10
Hydraulic Trac Drill Jackhammers, Chippers,	\$ 29.92	29.10
Spaders, Concrete		
Breakers, All Other		
Preumatic Tools, Walk		
Behind Self-Propelled Hydraulic Asphalt and		
Concrete Breaker	\$ 34.64	29.10
Powder Carriers	\$ 31.08	29.10
Wagon; Airtrac; Quarry	A 05 05	
Bar Drill Runners		28.00
LABO0078-001 02/01/2013		
	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION		
ASBESTOS (Removal,		
Abatement, Encapsulation or Decontamination of asbestos); LEAD; &		
GSDCSCOS/, HEAD; &		

HAZARDOUS WASTE LABORERS
(Hazardous Waste,
Hazardous Materials,
Biochemical and Mold
Remediation, HVAC, Duct
Cleaning, Re-spray
Fireproofing, etc).....\$ 35.90

. 14

LAB00079-001 01/01/2014

	Rates	Fringes
Laborers Building Construction Demolition Laborers	on	
Tier A	\$ 36.41	23.29
Tier B	\$ 25.52	17.42
Mason Tenders	\$ 37.53	23 97

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#### CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolitioned.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

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LABO0147-001 07/01/2013

Rates Fringes

LABORERS (FREE AIR & TUNNEL)....\$ 52.23

37.23

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

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LABO0731-001 07/01/2011

LABORER/EXCAVATION

F	Rates	Fringes
Laborers:		
Building, Heavy and		
Residential Construction		
UNSKILLED\$	38.20	30.27
UTILITY LABORER\$	38.05	30.27
Heavy & Highway		
Construction		

{Asbestos, Lead,
Hazardous Waste Removal
(including soil) / CEMENT
AND CONCRETE WORKERS.....\$ 36.64

26.21

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2011

	Rates	Fringes
Laborers:		. <u>-</u>
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer.\$		30.25
FORMSETTERS\$	42.21	30.25
LABORERS\$	38.34	30.25
Landscape Planting &		
Maintenance\$	38.34	30.25
Maintenance Safety Surface.\$	38.34	30.25
Slurry/Sealcoater/Play		
Equipment Installer\$	38.34	30.25
Small Equipment Operator		
(Not Operating Engineer)\$	38.34	30.25
Small Power Tools Operator.\$	38.34	30.25

## FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1010-002 07/01/2011

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver	.\$ 44.86	30.25
Raker	.\$ 44.37	30.25
ScreedpersonShoveler (Production	.\$ 44.86	30.25
Paving Only)Small Equipment Operator	.\$ 41.08	30.25
(Asphalt)		30.25
PAIN0009-001 05/01/2013		
	Rates	Fringes
GLAZIER	.\$ 42.00	33.14
Painters, Drywall Finishers, Lead Abatement		
WorkerSpray, Scaffold and	.\$ 41.75	20.87
Sandblasting	.\$ 44.75	20.87

PAIN0806-001 10/01/2012

	Rates	Fringes
Painters: Structural Steel and Bridge	.\$ 47.00	32.08
PAIN1974-001 12/26/2012		
	Rates	Fringes
Painters: Drywall Tapers/Pointers	.\$ 43.82	22.01
PLAS0262-001 02/01/2012		
	Rates	Fringes
PLASTERER	.\$ 40.78	26.80
PLAS0262-002 02/01/2012		
KINGS AND QUEENS COUNTIES		
	Rates	Fringes
PLASTERER	.\$ 40.78	26.80
PLAS0780-001 07/01/2013		·
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 44.63	38.95
PLUM0001-001 10/02/2013		
к	Rates	Fringes
PLUMBER MECHANICAL EQUIPMENT AND		
SERVICE Any repair and/or		
replacement of the		
present plumbing system that does not change the		
existing roughing		12.56 24.40
PLUM0638-001 06/27/2012		
1 Hollocot   001   0072172012	Rates	Fringer
	Rates	Fringes
PLUMBER SERVICE FITTERS SPRINKLER FITTERS,	\$ 26.30	2.55
STEAMFITTERS	\$ 51.25	49.54
Service Fitter work shall con maintenance work on domestic, refrigeration, air conditioni oil burner apparatus and heat but not exclusively the charg	commercial ng and air c ing apparatu	and industrial cooling, stoker and setc., including

and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008-	003	07/01	12012
KUUFUUU6-	UU.S	0//01	///////

NGC1 0000 003 0770172012		
	Rates	Fringes
ROOFER	\$ 39.00	27.35
SHEE0028-002 09/15/2011		
	Rates	Fringes
SHEET METAL WORKER BUILDING CONSTRUCTION RESIDENTIAL CONSTRUCTION		36.00 16.48
TEAM0282-001 07/01/2013		
	Rates	Fringes
Truck drivers:		

Tru	ck.	dri	vers	٠

#### TRUCK DRIVERS:

THOOK BRIVERS.		
Asphalt\$	38.57	40.1025+a
Euclids & Turnapulls\$	38.105	40.1025+a
High Rise\$	46.01	38.9125+a

#### FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination

- a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

(NO TEXT ON THIS PAGE)

#### **"BUY AMERICA" REQUIREMENTS & WAIVERS**

**GENERAL BUY AMERICA BID REQUIREMENTS AND DEFINITION.** In accordance with New York State Department of Transportation Official Order No. 1511 establishing consistency for application of Section 146 of the State Finance Law, and Section 165 of the U. S. Surface Transportation Act of 1982, as amended, the Bidder must submit a bid based on permanently incorporating only domestic steel and/or iron in the construction of this contract.

The Bidder may also submit a bid based upon being allowed to permanently incorporate foreign steel and/or iron into the work of the contract. If the Bidder chooses to submit such a bid, the Bidder should purchase an additional proposal for this contract and legibly print the following in ink on the proposal cover and at the bottom of the proposal sheet which contains the phrase "Total gross sum written in words": TOTAL BID BASED UPON USING FOREIGN STEEL AND/OR IRON.

When bids are submitted based upon domestic and foreign steel and/or iron, both bids are to be submitted in the same envelope.

To qualify as domestic, all manufacturing processes (including the fabrication of any product containing steel and/or iron) must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw material used in the steel and/or iron may be imported. All manufacturing processes to produce steel and/or iron products must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel and/or iron products. Waste products would include scrap; i.e., steel and/or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks, and the like. Also, steel and/or iron trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw material which is customary to prepare them for transporting are exempt from Buy America.

**AWARD OF CONTRACT.** Award of this contract will be made to the lowest bidder who submits the lowest total bid based upon furnishing domestic steel and/or iron unless such total bid exceeds the lowest total bid based upon furnishing foreign steel and/or iron by more than 25 percent, in which case award will be made to the lowest responsible bidder based upon furnishing foreign steel and/or iron.

**CONTROL OF MATERIALS.** All items, regardless or origin, shall comply with their individual specification requirements. In the event the contract is awarded based upon using only domestic steel and/or iron, the Contractor must supply only domestic steel and/or iron and will be paid the domestic steel and/or iron bid prices. The Contractor will be responsible for ensuring that the domestic steel and/or iron is supplied in conformance with the above referenced laws. Such responsibility extends to informing all affected subcontractors and material suppliers of these specific requirements and ascertaining that steel and/or iron being supplied is in conformance with the standard specifications.

In the event that the contract is awarded based upon being allowed to permanently incorporate foreign steel and/or iron in the work, the Contractor may supply either domestic or foreign steel and/or iron and will be paid the foreign steel and/or iron bid prices. If the contract is awarded based upon the domestic steel and/or iron bid, the Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron if the combined cost of such materials does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron will be that shown to be the value of the steel and/or iron products as they are delivered to the project.

BUY AMERICA WAIVERS. In addition to the award of a bid based on foreign steel and/or iron materials, waivers to the Buy America requirement may be requested by the State to the Division Federal Highway Administration if it can be demonstrated that the use of domestic steel and/or iron materials would be inconsistent with the public interest, such materials and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver. For Federally Aided contracts, final approval of the Buy America Waiver request will be made by the Division Federal Highway Administration and concurred with by the Director, Construction Division. For non-Federally Aided contracts, upon final approval of the affected Department program areas, notification and approval of the Buy America Waiver request will be made by the Director, Construction Division.

Note: The following is a list of materials or products which have been granted waivers or exclusions from the "BUY AMERICA" provisions:

Hollow 'l'-shaped steel extrusions

CERTIFICATIONS AND TRACKING OF FOREIGN STEEL/IRON. In order to ensure compliance with this contract requirement, all manufacture's certifications for steel and/or iron and items including steel and/or iron must contain a statement of domestic origin, and material suppliers must certify that what they provide is the same material certified by the manufacturer. If the material or product certification does not properly identify conformance to the specification the product will be rejected and must be removed from the project site. If however the manufacturer and/or material supplier requests to leave the product in place and provide a revised certification only, the revised certification must be accompanied with a letter of explanation to the satisfaction of the Resident Engineer. The explanation shall indicate the basis for using the revised certification rather than the original supplied. The letter shall also include corrective action to assure that future certifications will be representative of the material or product supplied. The letter must be signed by a company representative that can legally bind the firm.

If the Contractor proposes to use foreign steel/iron in small amounts under the threshold, the amount allowed will be based on the material price to the Contractor, as verified by invoice and approved by the Resident Engineer. The amount is cumulative for the entire contract, so subsequent requests will have to be added to any previous requests before comparison to the allowable threshold.

The "Buy America" contract specification does not apply to iron or steel that is to be used for temporary means which will be removed during or at the end of the project.

#### **DEFINITIONS:**

Steel - Steel material of any type, including welding rod.

Iron - Iron material of any type, including cast and ductile iron, but not pig iron.

**Domestic** - The 50 States, the District of Columbia, Puerto Rico and territories/possessions of the US.

Foreign - Any location other than those defined as Domestic.

Manufacturing Processes - Steel and/or iron manufacturing processes must be domestic; e.g. manufacture, fabrication, grinding, drilling, welding, finishing and coating of steel. Ore, scrap, and pig iron may be foreign or domestic; however, transformation into steel and/or iron and all subsequent processes and fabrication must be domestic. The fabrication of composite items using domestic steel (e.g. casting reinforced concrete box culvert using reinforcing cut and bent to final shapes) is not considered a manufacturing process, and the composite item is acceptable.

Fabricated Product Containing Steel and/or Iron - Items, products or materials containing any amount of steel and/or iron materials; e.g., a metal pipe may be steel or iron, a reinforced concrete pipe contains steel, a prestressed beam contains steel, iron castings are iron, a steel beam is steel and steel laminated bridge bearings contain steel.

#### **ATTACHMENT "E"**

(NO TEXT ON THIS PAGE)

#### **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

## [SEE SECTION 102-11 OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany Allegany Broome Bronx Cattaraugus Cayuga Chautauqua Chemung Chenango Clinton Columbia	3.2 6.3 1.1 * 6.3 2.5 6.3 2.2 1.2 2.6	Herkimer Jefferson Kings Lewis Livingston Madison Montgomery Nassau New York	2.1 2.5 * 2.5 5.3 3.8 5.3 3.8 5.8 *	Richmond Rockland St Lawrence Saratoga Schenectady Schoharie Schuyler Seneca Steuben Suffolk	* 22.6 2.5 3.2 3.2 2.6 1.2 5.9 1.2 5.8
Cordinda Cortland Delaware Dutchess Erie Essex Franklin Fulton Genesee Greene Hamilton	2.6 2.5 1.2 6.4 7.7 2.5 2.6 2.6 2.6 2.6	Niagara Oneida Onondaga Ontario Orange Orleans Oswego Otsego Putnam Queens Rensselaer	7.7 2.1 3.8 5.3 17.0 5.3 3.8 1.2 22.6	Sullivan Tioga Tompkins Ulster Warren Washington Wayne Westchester Wyoming Yates	17.0 1.1 1.2 17.0 2.6 2.6 5.3 22.6 6.3 5.9

## * The following goal ranges are applicable to the indicated trades in the counties of Bronx, Kings, New York, Queens, and Richmond:

Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steam Filters	2.2 to 13.5
Metal Lathers	26 0 to 28 6
Operating Engineers.	25.6 to 26.0
Plumbers	12 N to 14 5
Iron Workers (Structural).	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklavers	13 4 to 15 5
Asbestos Workers	22.8 to 28.0
Hooters	6.3 to 7.5
Iron Workers (Ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glaziers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All Others	16.4 to 17.5

#### **GOALS FOR WOMEN**

Female Goals -6.9%
Goals for the utilization of women by Federal and Federally. assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

THESE MUST BE INCLUDED IN EACH BID ROPOSAL REGARDLESS OF WHOSE SPECIFICATIONS ARE USED.

# NO TEXT

#### ATTACHMENT "H"

### GOALS FOR DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid amount. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE) Utilization or Women's Business Enterprise (WBE) Utilization requirements refer to §102-12 *D/M/WBE Utilization* of the Standard Specifications.

Disa	advantaged Business Enterprise (DBE) Utilization Goal	5 % (Federal-Aid Only)
Min	ority Business Enterprise (MBE) Utilization Goal	_0 % (Non Federal-Aid Only)
Wo	men's Business Enterprise (WBE) Utilization Goal	0 % (Non Federal-Aid Only)
	and/or Information related to the current certification status can be obtained from the NYS Unified Certification Progra .nysucp.net	
Direct quest	ions concerning Disadvantaged Business Enterprise Utiliza NYS Department of Transportation	ation to:
Office	of Construction 50 Wolf Road Pod 51 Albany, New York 12232	
(518)	457-6472	
Direct quest	ions concerning Disadvantaged Business Enterprise Certif NYS Department of Transportation Contract Audit Bureau	ication to:
DBE	Certification 50 Wolf Road, 6 th Floor	
Avenue	F, 1 st Street Albany, New York 12232	
(518)	457-3180	
	and/or information related to the current certification status terprises, can be obtained by contacting the:	s of Minority and Women's
Em	pire State Development Corporation Office of Minority and Women's Business Developme 30 S. Pearl Street	ent
Albany	, NY 12245	
(518)	292-5250 http://www.empire.state.ny.us/MWBE.html	
	Http://www.empire.state.ny.us/iviwde.fitiii	

#### DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS FOR FEDERAL AID CONTRACTS

[SEE SECTION 102-12 OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]

### REQUIREMENTS REGARDING TRAINING IN FEDERAL AID CONTRACTS TRAINING SPECIAL PROVISION

GENERAL. The primary objective of this Training Special Provision is to provide training opportunities to minority and disadvantaged persons and women in construction trades for two purposes:

- 1. To maintain a pool of qualified minority and disadvantaged persons and women to replace those journeyworkers² who, to the natural course of events, will leave the workforce; and
- To provide minority and disadvantaged persons and women as Indentured apprentices or trainees in those geographic areas where shortages in minority and women journeyworkers are recognized because the Contractor's inability to meet the Equal Employment Opportunity (EEO) goals set forth in this contract.

This work shall consist of the employment and meaningful and effective training of minority and disadvantaged persons and women in training programs approved by the N.Y.S. Department of Transportation leading to their qualifications as journeyworkers in the skilled trades required in highway construction. This Training Special Provision supplements the Equal Employment Opportunity requirements included elsewhere in this Proposal entitled either "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) or "Equal Employment Opportunity Requirements." Each of the foregoing prescribe specific percentage goals for utilization of minorities and women in the performance of work for the geographic area location of the Contract.

Each contract which contains this Training Special Provision shall require the training of at least one minority or woman indentured apprentice or trainee. Such individual shall be either approved or selected by the Owner with concurrence by the Department of Transportation. Other than this initial training obligation, to be undertaken and provided by the Contractor, no additional training obligations will exist under this Training Special Provision unless the goals for minority and women employment and training in the skilled workforce (exclusive of laborers) are not continuously met on the contract and generally distributed amongst the trades. In the five counties of New York City, the goals specified for each trade are applicable. Whenever the goals are not met, additional minority and/or women indentured apprentices and/or trainees will be assigned or approved in numbers necessary to meet the goals. Data necessary to determine if goals are being met will be provided on Contractor and Subcontractor Monthly Employment Utilization Reports (Form AAP 33LL) submitted by the Contractor on a monthly basis to the Engineer-in-Charge of construction contract, or other agent of the Owner responsible for administering the contract, or other forms approved by the Department of Transportation.

The data will be verified by the visual observance of the Engineer-in-Charge, or designated project inspectors, or other agent of the Owner, and hours of employment reported on Contractor and Subcontractor certified weekly payrolls. The number of minority and women indentured apprentices and trainees required to be trained under this Item shall not exceed the equivalent of 12 1/2% of the total journeyworker workforce on the contract (counted in hours worked), i.e., no more than 1 in 8 of the skilled workforce is required to be a minority or woman Indentured apprentice or trainee. This limitation applies regardless of minority or women representation in the trades. However, this limit on required training in no way absolves the Contractor of the responsibility to comply with the EEO contract requirements.

¹ Disadvantaged means a person who is either. (a) a member of a family the receives public assistance, or (b) a member of a family whose income during the previous six (6) months or an annualized basis, was such that (1) the family would have qualified for public assistance, if it had applied for such assistance; or (2) it does not exceed the poverty level. NOTE: The name, address, and social security number of candidates to be trained under the disadvantaged criteria must be submitted to the Owner accompanied by related economic documentation for approval prior to commencing training.

² Journeyworker means a person who is capable of performing all the duties within a trade or a given work classification of a trade approval prior to commencing training, subject to concurrence by the Department of Transportation.

#### REQUIREMENTS REGARDING TRAINING ON FEDERAL AID CONTRACTS

PRECONSTRUCTION MEETING. Before the Contractor will be allowed to begin work, the Contractor shall attend a Preconstruction Meeting and shall submit for the Owner's use and acceptance, a <u>Manpower and Training Utilization Schedule</u> (Form AAP 35LL) which shall be correlated to the Contractor's work schedule. The Schedule shall include at least the following information:

- 1. A work schedule for the entire contract,
- 2. An estimate of the work force required to conform to the work schedule on a monthly basis including an estimate of the work force in each trade and/or work classification projected to be used,
- 3. Separate estimates of the number of minority and women indentured apprentices or trainees that would be required in each skilled trade to meet the contract EEO employment goals for that trade assuming no minority or women journeyworkers in the workforce,
- The approved training programs to be used and the proposed starting dates for training in each trade and/or work classification.
- An estimate of the availability of minority and women journeyworkers in numbers sufficient to meet the EEO contract goals, and
- 6. Any proposal by the Contractor to use trainees or indentured apprentices to make up for anticipated EEO goal shortfalls. Such proposals shall include the name and craft of any individual proposed by the Contractor as the required trainee or indentured apprentice. In the case of an indentured apprentice, evidence of indentureship and registration of the approved apprenticeship program must be included.

No contract work may be undertaken until the Owner has accepted the Schedule and obtained the concurrence of the Department of Transportation. The Contractor shall submit a revised <u>Manpower and Training Utilization Schedule</u> at such times as major changes in the contract work schedule or a significant workforce buildup occurs which substantially affect the previously submitted Schedule.

RECRUITMENT. Although the training requirements of this Training Special Provision are not intended, and shall not be used to discriminate against any applicant for training, whether a member of a protected class or not, it is recognized that non-minority males have traditionally been and continue to be trained, either formally or on-the-job in an informal manner, for in the trades utilized in construction work. Therefore, until such time that representative numbers of minorities and women complete training and their utilization as journeyworkers is demonstrated to the extent of the participation goals set forth in the Department of Transportation's construction contracts, training required under this Training Special Provision will be primarily limited to minorities, women, and disadvantaged individuals.

Thus, the Contractor shall demonstrate compliance with the intent of this Training Special provision by affording the Owner, with the concurrence of the Department of Transportation's appropriate Regional Compliance Specialist (RCS), the opportunity to:

- First, approve the use of a minority or woman indentured apprentice known to the Contractor through an existing Joint Apprenticeship Training Program, or
- Second, provide a partially-trained minority or woman trainee who is currently enrolled in a New York State Department of Transportation approved training program, or
- Third, work cooperatively with the Contractor in recruitment of new minority or women trainees, when needed.

In conformance with the foregoing, the Contractor should submit a Department of Transportation Form AAP-17, Request for Personnel, to the Owner at the Preconstruction Meeting, and the Owner should seek concurrence of that from Department of Transportation's Regional Compliance Specialist. The Contractor is responsible for ensuring that on-the-job orientation for approved indentured apprentices or assigned trainees is provided to such individuals within their first month of employment.

WORK HISTORY. No individual shall be employed as a trainee or indentured apprentice in any trade and/or work classification in which such person has successfully completed a training course providing journeyworker status in the same trade or work classification, or in which such person has been gainfully employed as a journeyworker by virtue of informal on-the-job training. Detection of individuals in the above categories may be accomplished by including appropriate questions on employee application forms, inquiries to the Department of Transportation Regional Compliance Specialist, checking personal references, or by other suitable means. Regardless of the method used, the Contractor shall document the findings for each indentured apprentice or trainee provided training under this requirement. A copy of the findings shall be given to the Owner's Engineer or agent in charge of the project, who shall request concurrence of the Department of Transportation. In the case of indentured apprentices, evidence of indentureship in a registered approved apprenticeship program shall also be provided.

SUBCONTRACTING. In the event the Contractor subcontracts a portion of the contract work, the Contractor shall ensure that the requirements of this Training Special Provision are physically incorporated into such subcontracts to ensure that the workforce utilized by the Subcontractor meets the goals for minority and women employment and training, either independently or in combination with the Contractor's workforce. The Contractor must determine the hours of training, if any, and in which trade or work classifications, minority or women indentured apprentices or trainees are to be trained by the Subcontractor(s). However, the Contractor shall retain the primary responsibility for meeting the training requirements of this Training Special Provision. Subcontractors are herewith advised that disregard of these requirements may result in the Department of Transportation either rescinding approval or disapproving their use on subsequent contracts let by the Department of Transportation or on contracts let by other agencies under agreement to the Department of Transportation.

TRAINING AND APPRENTICESHIP PROGRAMS. The minimum length, type of training, and rate of pay for the trade or the work classification of the trade will be specified in the training program approved or sanctioned by the New York State Department of Transportation with the concurrence of the Federal Highway Administration. Both of these agencies shall approve or sanction a training program if it meets the Equal Employment Opportunity obligation of the Contractor and qualifies the trainee for journeyworker status in the trade or work classification concerned by the end of the training period. Furthermore apprenticeship programs registered with the U. S. Department of Labor, Office of Manpower Development, Apprentice Training Section, and training programs approved, but not necessarily sponsored, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided they are administered in a manner consistent with the Equal Employment Opportunity obligations of New York State Department of Transportation construction contracts. A copy of the training programs approved by the NYSDOT will be made available by the NYSDOT upon request by the Owner or the Contractor. The Contractor shall provide a copy of the approved apprenticeship or training program to the indentured apprentice or trainee.

Where training is to be provided under this Training Special Provision, the Contractor shall obtain acceptance or approval of the training or apprenticeship program to be used, and the starting time for training, prior to commencing training. The Contractor shall provide on-the-job training directed toward developing journeyworkers in the trade, or work classification(s) of the trade, involved. To the extent that the work involved on the contract permits, such training should include all phases and facets of a trade, or work classification of a trade, to satisfy usual construction industry requirements for continued or future employment therein. Additionally, the Contractor shall provide a minimum of 144 hours per calendar year of related classroom training at an approved facility for each individual so enrolled, in accordance with Article 23 of the New York State Labor Law, Section 815.3.

WAGES. Indentured apprentices will be paid at least 60 percent of the appropriate prevailing wage rate specified in the contract for the same trade or work classification for which they are being trained for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period. Trainees will be paid the appropriate prevailing wage specified in the contract for the same trade or work classification for which they are being trained.

Indentured apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits apprentices must be paid the full amount of fringe benefits listed on the wage determinations for the applicable classification. On-the-job (OJT) trainees shall be paid fringe benefits in accordance with the provisions of the prevailing wage rates.

If the trainee program does not mention fringe benefits trainees shall be paid the full amount of fringe benefits listed on the wage determinations unless the Administrator of Wage and Hour Division determines that there is an

apprenticeship program associated with the corresponding journeyworker wage rate on the wage determination which provides for less than full benefits for apprentices.

DURATION OF TRAINING. Once an indentured apprentice is approved or a trainee is assigned to the contract under this Training Special Provision, that individual shall be trained in the designated trade throughout the duration of the contract whenever such trade is in use on the contract until the trainee or indentured apprentice has completed the approved training program. Where training is provided under a multi-phase apprenticeship or training program, it is expected that training will be provided continually through all phases to the extent that opportunities for such training exist in the work under contract. Upon satisfactory completion of a phase of training under a multi-phase apprenticeship or training program, if training in the remaining phases is not available and work in the completed phase is available, the minority or woman indentured apprentice or trainee shall continue employment, and be compensated at the prevailing journeyworker wage rate for such work. Hours of employment as a journeyworker described above will not be credited toward training hours required by the approved training or apprenticeship program.

A trainee may be terminated at any time during training for excessive absenteeism, lack of punctuality accident-proneness, lack of interest, poor attitude and continued failure to conduct his/herself in a professional manner. However, termination will not occur prior to proper counseling, documentation, and notification in writing to the Owner's Engineer or agent in charge of the project, and to the Department of Transportation's Regional Compliance Specialist, and subsequently the concurrence of the Owner's engineer or agent and the NYSDOT Regional Compliance Specialist, with that termination.

REQUIRED RECORDS. The Contractor shall provide each minority or woman trained under this provision with a certification showing the type and length of training satisfactorily completed. In addition, the Contractor shall keep records on the job site indicating, the nature and hours of training provided to each trainee or indentured apprentice documenting performance under this Training Special Provision to the Owner's Engineer or agent in charge of the project and to the Department of Transportation's Regional Compliance Specialist Form AAP-42a, Training Report will be submitted once the trainee or indentured apprentice commences training, competes training, or is terminated and each December 31st that individual is in training. Form AAP 26LL, Monthly Training Progress Report, will be submitted every month after the individual commences training. No measurement will be made of training provided to indentured apprentices or trainees for whom no work history has been provided to the. Owner's Engineer or agent in charge of the project. In addition, no measurement will be made of the training provided to apprentices for whom no evidence of indentureship in a registered program has been provided to the Owner's Engineer or agent in charge of the project.

NO PAYMENT FOR TRAINING. No payment will be made to the Contractor for the training required by this Training Special Provision. The required training is a labor cost which is included in the unit prices bid by the Contractor for the items of work comprising the contract.

LISTS OF OJT & REGISTERED APPRENTICESHIP PROGRAMS. Effective April 1,1992, the New York State Department of Transportation commenced a demonstration program in NYSDOT Regions 2, 3, 5, and 11 requiring the exclusive use of apprenticeship training to fulfill the Training Special Provision and supplement EEO goal attainment. The remaining NYSDOT Regions, contractors will be allowed to use on-the-job training (OJT) programs during the period of the demonstration project. However, only OJT programs for crafts that have been deemed as apprenticeable occupations will be approved. In order to ease the transition from OJT to apprenticeship, it is required that all OJT will participants receive related classroom instruction.

It is the policy of the New York State Department of Transportation to afford equal employment opportunity to traditionally socially and economically disadvantaged persons by providing training opportunities to minority and disadvantaged persons and women to improve their potential for construction employment. NYSDOT, therefore, provides training as a contract requirement on selected construction contracts, including those let by other agencies and local governments under an agreement with NYSDOT.

When OJT is to be provided under this Training Special Provision, the Contractor shall obtain acceptance from the Owner and NYSDOT for the OJT Program to be utilized and the starting time frame for training, prior to commencing training. Accordingly, the following is a listing of OJT programs which have been approved by the NYSDOT and the Federal Highway Administration (FHWA) for utilization in NYSDOT Regions 1, 4, 6, 7, 8, and 10.

NOTE: A contractor in these Regions may opt to use either OJT or apprenticeship programs. However, the use of apprenticeship programs is strongly encouraged.

# FOR LISTS OF CURRENTLY APPROVED APPRENTICESHIP PROGRAMS SEE THE FOLLOWING NEW YORK STATE DEPARTMENT OF LABOR'S WEB SITE:

http://www.labor.ny.gov/apprenticeship/sponsor/index.asp

## NO TEXT

#### **CHANGED CONDITIONS AND DISPUTED WORK PROVISIONS:**

It is the goal of the Department to resolve disputes that may arise under the contract in a timely, just and fair manner consistent with the terms of the contract. Towards this goal, the Department is specifying the dispute resolution and disputed work provisions of this Section. This dispute resolution process may be undertaken at any time from the contract award to the submission of the final estimate for payment by the Department. The process recognizes and will take into consideration the risks and controls inherent in construction which the Contractor or the Department have agreed to assume pursuant to the terms of the contract.

If the Contractor considers its disputes unresolved after following the requirements of this Section then at any time prior to the submission of the final agreement for payment to the Department, the Contractor may request in writing a meeting with the Department, or its designated representative, to review any outstanding dispute or items of a dispute that have not been previously resolved to the satisfaction of the Contractor through the dispute resolution process. If the contractor fails to comply with the requirements of this section, any claim of the Contractor with respect thereto shall be deemed waived.

- A. TIME RELATED DISPUTES. Whenever the Contractor believes that it is or will be entitled to additional compensation for time related disputes, whether due to delay, extra work, disputed work, breach of contract, or other causes, the Contractor shall follow the procedures set forth in this Section. All subcontracts, supply or equipment contracts shall incorporate these provisions of Dispute Resolution and Disputed Work Provisions. If such subcontracts or supply or equipment contracts do not have similar provisions, then the Department's payments to the Contractor for such subcontract or supply or equipment work shall be limited to only that which are provided by the provisions of this Section as if it were in effect for such subcontract or supply or equipment contract.
- 1. a. The term 'dispute' shall mean a matter of contract performance or contract compensation, including granting of extensions of time, in which there is or may be disagreement between the Contractor and the Department and which may involve adjustment of contract items or the addition of new items to the contract, extension of time for performance and/or adjustments in compensation necessitated by the resolution of such disagreement.
  - b. The term 'time related dispute' shall mean any dispute arising from any event not within the Contractor's control, performance, action, force, or factor which affects the scheduled time of performance depicted in the Contractor's most recent Department approved progress schedule submitted to the Department. This Subsection is intended to cover all such events which include termination, major deductions or increases to quantities of work, Contingencies, Extra Work, Deductions, and suspension of work and cancellation of contract, Right to Suspend Work and Cancel Contract, as well as actions, forces or factors, whether they be termed 'delay', 'disruption', 'interference', 'inefficiencies', 'impedance', 'hindrance', 'acceleration', or otherwise. This subsection shall cover all such applicable events under Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions. Notwithstanding the foregoing, for time related compensation requests, the Department will compensate the Contractor for only those instances arising out of the issuance by the Department of a stop work order relative to a substantial portion of the work, or arising out of the unavailability of critical rights of way parcels, either of which are determined by the Department to significantly affect the scheduled completion of the work.

- Strict compliance with the notice provisions of this Section and compliance with the
  record keeping provisions of this section and Extra, Force Account Work, Dispute
  Compensation and Record Keeping, shall be an essential precedent condition under
  the contract provisions to any recovery of time related damages by the Contractor
  whether it be under the contract provisions, court actions and proceedings or
  otherwise.
- 3. Except for situations that come within the terms of Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, subsection (2), Suspensions of Work, within ten work days after the Contractor has knowledge or should have had knowledge of an event, matter or occasion, that will result in time related damages, the Contractor must provide the Engineer with written notice of a dispute for time related damages.

The Department shall have no liability and no adjustment will be made for any time related damages which accrued more than ten work days prior to the filing of such a notice with the Engineer. Failure of the Contractor to give such written notice in a timely fashion will be grounds for denial of the dispute and the Department does not have to show prejudice to its interest before such denial is made. In the event the Contractor fails to provide the required written notice within the ten work day period and the Contractor demonstrates justifiable excuse or cause as determined by the Department for not providing the required written notice, then said 10 day notice period may be lengthened but only if the Contractor has maintained and submits the specified records set forth in these provisions and the Department has knowledge of the matter or occasion that may result in time related damages. In the event the Contractor fails to maintain and submit such specified records, or fails to demonstrate justifiable excuse or cause if such notice is not given, or demonstrates such justifiable excuse or cause but fails to maintain and continue to maintain and submit such specified records, the Contractor hereby agrees to waive the dispute for compensation, notwithstanding the fact that the Department may have actual notice of the facts and circumstances which comprise such dispute and is not prejudiced by said failure.

As directed by the Engineer, the work shall continue during the pendency of the dispute. The Engineer shall make the initial determination in writing on the dispute and the Contractor, if it considers the issue unresolved, shall promptly notify, within ten (10) work days after receipt of the Engineer's decision, notify the Department, in writing with copies to the Engineer of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and its rebuttal of his or her previous findings or determinations. The Department, or its designee, shall make a finding thereon and notify the Contractor of same in writing.

Adjustments of contract items, or adjustments to the time of performance, or the addition of new items to the contract necessitated by such dispute determination may be made until the time the final agreement is submitted for payment to the Department, provided that the requirements of this Section are complied with.

4. If time related damages are presumed to have been incurred and after giving the Department notice of a dispute for time related damages, the Contractor must keep daily records of all labor, material, and equipment costs and hours incurred for the affected operations. These daily records must identify each operation affected and the specific locations where work is affected. On a "weekly basis," beginning the week following the date of giving notice of a dispute for time related damages, the Contractor shall meet with the Engineer and present the daily records for the preceding week. If

the Engineer disagrees with the accuracy, applicability, or reasonableness of any portion of the Contractor's submission, he/she shall promptly notify the Contractor who shall correct its records. If there is a dispute as to records, the Contractor must follow the requirements of this specification, Part C. The dispute shall first be submitted to the Regional Director and if unresolved will be submitted in writing to the Department or his/her designee whose decision shall be final and conclusive subject to the Contractor's right to assert a claim in New York State Court of Claims. Lack of substantial compliance with the requirements to attend weekly meetings or present its records will constitute a waiver by the Contractor of said dispute for time related damages.

- 5. After giving notice of a dispute for time related damages, the Contractor shall prepare and submit to the Engineer, if requested, weekly written reports until complete resolution of the dispute, which shall be available at the next scheduled job meeting, providing the following information:
  - a. Potential effect to the Contractor's schedule caused by the time related dispute;
  - b. Identification of all operations that have been affected or delayed, or are or may be affected or delayed;
  - c. Explanation of how the Department's act or omission affected or delayed each operation, and estimation of how much more time is required to complete the project;
  - d. Itemization of all extra costs being incurred, including:
    - (1) An explanation as to how those extra costs relate to the effect or delay and how they are being calculated and measured.
    - (2) Identification of all project employees for whom costs are being compiled.
    - (3) Identification of all manufacturers' numbers of all items of equipment for which costs are being compiled.
- 6. In addition, after submitting the required notice specified in this section, the contractor shall complete its dispute submission by complying with Extra Force Account Work, Dispute Compensation and Record Keeping, Part (E), Required Content of Dispute Submission, when such information is ascertainable by the contractor and Part (F), Required Certification of Disputes.
- B. ACCELERATION DISPUTES. The Contractor may not maintain a dispute for costs associated with acceleration of the work unless the Department has given prior express written direction by the Engineer to the Contractor to accelerate its effort. The Contractor shall always have the basic obligation to complete the work in the time frames set forth in the contract. For purposes of this Subsection, lack of express written direction on the part of the Department shall never be construed as assent.

If the Contractor does accelerate its work efforts pursuant to a written order or express written approval by the Department, the Contractor shall be compensated for its effort, in the same manner and as limited by Extra Force Account Work, Dispute Compensation and Record Keeping, Part (D). The Department, in determining whether or not any compensation under this Section is warranted, will evaluate the facts and circumstances which led to the acceleration to determine whether they were in the Contractor's control.

If the Contractor is claiming a "constructive acceleration," it must follow the requirements of this section, Part A.

C. DISPUTED WORK. If the Contractor is of the opinion that any work ordered by the Engineer to be done as contract work is extra work and not contract work, or that any order of the Engineer exceeds the work requirements of the provisions of the contract, the Contractor shall promptly, within ten work days of receipt of the order or direction, notify the Engineer in writing of its contentions thereto. The Contractor must progress the work as required and ordered. In the meantime, the Contractor, if it considers the issue unresolved, shall promptly, within ten work days of receipt of the Engineer's written decision, notify the Department in writing with copies to the Engineer, of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and its rebuttal of their previous findings. The Department, or its designated representative, shall make a finding thereon and notify the Contractor of same in writing. If such work is determined by the Department or its designee to be extra work pursuant to the provisions of this Section, compensation will be made pursuant to Extra Force Account Work, Dispute Compensation and Record Keeping, Part (B). In addition, after submitting the required notice specified in this section, the contractor shall complete its dispute submission by complying with Extra Force Account Work, Dispute Compensation and Record Keeping, Part (E), Required Content of Dispute Submission, when such information is ascertainable by the contractor and Part (F), Required Certification of Disputes. This subsection shall cover all such applicable extra work under Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions. During the progress of such disputed work, the Contractor and Engineer shall keep daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof as specified in Extra Force Account Work, Dispute Compensation and Record Keeping, Part (C), Force Account Reports.

If the Department or its designated representative determines that the work in question is contract work and not extra work, or that the order complained of is proper, he/she shall again direct the Contractor to continue the disputed work and the Contractor must promptly comply. The Contractor's right to pursue a dispute under this Section for extra compensation or damages will not be affected in any way by the Contractor's complying with the directions of the Department or Engineer to proceed with the work, provided the Contractor continues to keep and furnish the Engineer with Force Account Reports as specified in Extra Force Account Work, Dispute Compensation and Record Keeping, Part (C), Force Account Reports.

If the Department, or its designated representative, determines that such work is extra work and not contract work, or that the order complained of is not proper, then the Department or his/her designated representative shall have prepared, if necessary, an order on contract covering such work as soon as is practical after the determination is made. Payment will be made for such work via agreed price or force account pursuant to Extra Force Account Work, Dispute Compensation and Record Keeping, Part (B), New Item Charges. The Department, or its designee, will notify the Contractor in writing of the date upon which the Department has approved the order on contract. Performance of work until receipt of the order on contract by the Contractor shall be considered disputed work. The Contractor must progress the work of the contract, including the work covered by any such order on contract, as directed by the Engineer. Adjustments to contract items, or adjustments to the time of performance, or the addition of new items to the contract necessitated by such determination may be made up until the time the final agreement is submitted for payment to the Department, provided that all the requirements of Extra Force Account Work, Dispute Compensation and Record Keeping are complied with. In addition, documented, additional, actual and reasonable costs incurred by the Contractor pursuant to following a written order to perform work (that was subsequently contained in an order on contract which was disapproved) will be considered as reimbursable.

This work will be considered disputed work for which the Contractor will be compensated. Eligibility for compensation shall cease upon notification of the order on contract's disapproval. Failure by the Contractor to promptly notify, in writing, the Engineer and the Department of its contentions relative to any dispute or to maintain and furnish force account reports for disputed work shall constitute a waiver of the disputed work claim.

D. AUDITING OF RECORDS. The Contractor who has filed a dispute must have the following records available for audit at any time following the filing of such dispute, whether or not such dispute is part of a suit pending in the courts of this State. If a dispute is filed on behalf of a subcontractor or supplier, such subcontractor or supplier must also have substantially the following records available for audit any time following the filing of such dispute, whether or not such dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department. The audit may begin on ten days' notice to the Contractor, subcontractor, or supplier as is appropriate. The Contractor, subcontractor, or supplier shall cooperate with the auditors. The Department will maintain the audit, its backup, reports, schedules and conclusions as confidential material. Failure of the Contractor, subcontractor, or supplier to maintain and retain sufficient records shall constitute a waiver of that portion of such dispute that cannot be verified and shall bar recovery thereunder.

Without limiting the generality of the foregoing, the auditors shall have available to them and the Contractor agrees to provide access to substantially the following documents:

- Daily time sheets, job superintendent diaries or log sheets and foreman's daily reports.
- 2. Union agreements and reports, if any.
- 3. Insurance policies, welfare and benefits records or plans for union and non-union personnel.
- 4. Payroll register.
- 5. Individual employee earnings records.
- 6. Payroll tax returns.
- 7. Material invoices, purchase orders, and all material and supply acquisition contracts.
- 8. Material cost distribution work sheet.
- 9. Equipment records (list of company equipment, rates, depreciation schedules, daily equipment reports or logs, fueling logs or records, equipment lease purchase agreements, and equipment purchase invoices).
- 10. Vendor rental agreements, subcontractor invoices, agreements and back charge records.
- 11. Subcontractor payment certificates.
- 12. Canceled checks (payroll and vendors).

- 13. Job cost ledger or report.
- 14. Job payroll ledger, petty cash journal and supporting vouchers.
- 15. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
- 16. Cash receipts, cash disbursements journal, and purchase journal.
- 17. Audited and unaudited financial statements for all years reflecting the operation on this project.
- 18. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
- 19. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- 20. All documents which reflect the Contractor's actual overhead during the years this Project was being performed.
- 21. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
- 22. All documents which relate to each and every dispute together with all documents which support the amount of damages as to each dispute.
- 23. Work sheets used to prepare the dispute establishing the cost components for items of the dispute including, but not limited to, labor, benefits, insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

In the event the Contractor fails to substantially furnish the above required reports and accounting records, such failure shall constitute a waiver of the dispute for payment other than for payment at contract unit prices for the work performed.

E. CONTRACTOR'S RESPONSIBILITY FOR WORK. The Contractor is responsible for carrying out the provisions of the contract at all times, regardless of whether an authorized inspector is present or not. Any work or item that is, at any time, found to be out of specification or not in compliance with the plans shall remain the responsibility of the Contractor and shall be subject to such corrective measures that are approved in writing by the Engineer.

#### EXTRA FORCE ACCOUNT WORK, DISPUTE COMPENSATION AND RECORD KEEPING

(A) CONTRACT ITEM CHARGES. When an order-on-contract provides for similar items of work or materials which increase or decrease the itemized quantity provided for in the primary contract, the price to be paid therefor shall not exceed the unit bid price in the primary contract for such items.

#### (B) NEW ITEM CHARGES.

1. Agreed Prices. Agreed prices for new items of work or materials may be incorporated in the order-on-contract as the Department may deem them to be just and fair and beneficial to the Department. These prices must be supported by a complete price analysis in the order-on-contract or, by reference to average bid prices for similar type and quantity of work from other recent contracts. The price analysis will be based on an estimated breakdown of charges listed in the following paragraph 2. "Force Account Charges," unless some other basis is approved by the Department.

#### 2. Force Account Charges

- 3. Contractor Charges. Where there are no applicable unit prices for extra work ordered and agreed prices cannot be readily established or substantiated, the Contractor shall be paid the actual and reasonable cost of the following:
  - (1) Necessary Materials (including transportation to the site.) Materials is defined to include all products incorporated in the temporary or permanent work. The following items consumed in progressing the work are also considered to be materials for which reimbursement with an allowance for profit and overhead will be made. These are oxygen, acetylene, propane, welding rods, grinding wheels, and saw blades. Separate reimbursement will not be made for all other products which may be consumed in progressing the work and reimbursement for these items is considered to be included in the reimbursement for overhead. Material used, if acquired by direct purchase, must be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit shall be given for substantial salvageable material recovered. Salvage value of substantial material recovered shall be determined by the Engineer-in-Charge in coordination with the Contractor.
  - (2) Necessary labor costs including supplemental benefit payments. Each class of labor shall be billed separately at actual payroll rates. Average rates based on different classes of labor will not be accepted.
  - (3) Necessary payroll taxes and insurance payments and other such reasonable charges that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.
  - (4) Sales taxes, if any, required to be paid on materials not permanently incorporated into the work under the order-on-contract.
  - (5) Equipment, truck and plant rentals, other than small tools. The Contractor shall be reimbursed for the number of hours that the equipment truck or plant is actually used on a specified force account job. Equipment used

by the Contractor shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rental rate is based will be recorded as a part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

- (a) Contractor Owned Equipment, Trucks and Plant -- Contractor shall be reimbursed for its ownership costs and for its operating costs for self owned equipment at the rates listed in the Rental Rate Blue Book published by the Dataquest, Inc. applied in the following manner as modified by the 'Rate Adjustment Table'.
- [1.0] Ownership Costs -- It is mutually understood that the rates for ownership costs reimburse the Contractor for all nonoperating costs of owning the equipment, truck or plant including depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, overhead, repairs, moving the equipment onto and away from the project or work site, and profit. Reimbursement will be made for the hours of actual use as described below:
- [1.1] Less than 8 hours of actual use, the product of the actual number of hours used or fraction thereof multiplied by the hourly rate, or the daily rate, whichever is less.
- [1.2] Between 8 hours and 40 hours of actual use, the product of the actual number of hours used divided by 8 multiplied by the daily rate, or the weekly rate, whichever is less.
- [1.3] Between 40 and 176 hours of actual use, the product of the actual number of hours used divided by 40 multiplied by the weekly rate, or the monthly rate, whichever is less.
- [1.4] Over 176 hours of actual use, the product of the actual number of hours used divided by 176 multiplied by the monthly rate.
- [2.0] Operating Costs -- the rate for operating costs includes fuel, lubricants, other operating expendables, and preventative and field maintenance. Operating cost does not include the operator's wages. The Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the Estimated Operating Cost/Hour.
- [3.0] The rates used shall be those in effect at the time the force account work is done as reflected in the then current publication of the Rental Rate Blue Book. When force account type analysis are used to establish agreed prices in accordance with Section

- (B)1 above, the rates used shall be those in effect when the agreed price is developed by the Contractor and submitted to the Engineer-in-Charge.
- [4.0] The geographic Area Adjustment Factor shown on the map at the beginning of each section of the Rental Rate Blue Book shall not be applied to the equipment rates subsequently listed in each section, and shall not be used as a basis for payment.
- [5.0] In the event that a rate is not established in the Rental Rate Blue Book for Construction Equipment for a particular piece of equipment, truck or plant, the Owner shall establish rates for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.
- (b) Rented Equipment, Trucks and Plant --
- [1.0] In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, it shall be paid the actual rental rate for the equipment for the time that the equipment is used to accomplish the work or is required by the Engineer-in-Charge to be present, not to exceed the adjusted rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the project site.
- [2.0] The Contractor shall also be reimbursed for the operating cost of the equipment unless reflected in the rental price. Such operating cost shall be determined in the same manner as specified for Contractor Owned Equipment above.
- [3.0] In the event that area practice dictates the rental of fully manned or fueled and maintained equipment, truck or plants, payment will be made on the basis of an invoice for the rental of the fully manned, fueled and/or maintained equipment, trucks or plants including all costs incidental to its use, including costs of moving to and from the site, provided the rate is substantiated by area practice.
- (c) Maximum Amount Payable -- The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant for any force account work as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the Operating Cost/Hour for each hour of actual use.
- (6) Profit and Overhead. Profit and overhead cost shall be computed at 20 percent of the following:
  - (a) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll

taxes, insurance payments and other labor related fringe benefits payments, payroll taxes, insurance payments and other related fringe benefit payments as defined in (2) and (3) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

- (b) Total Cost of Materials as defined in (1) above including the cost of transportation to the project site.
- (7) Overhead shall be defined to include the following:
  - (a) Premium on bond;
  - (b) Premium on insurance required by the owner other than Workers Compensation Insurance, premium on public liability and property damage insurance, unemployment insurance, Federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with its employee;
  - (c) All salary and expenses of executive officers, supervising officers or supervising employees;
  - (d) All clerical or stenographic employees;
  - (e) All charges for minor equipment such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc, and other miscellaneous supplies and services;
  - (f) All drafting room accessories such as paper, tracing cloth, reproduction costs, etc.
- (8) Subcontractor Charges. When the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work as outlined above in items (1) through (5) under 3, Contractor Charges, but profit and overhead shall be figured at (25%) unless some other basis is approved by the Owner.
- (9) Service Charges. When work is performed by, or a fee is paid to, a service provider, the contractor shall be paid the actual cost of the service fee plus a maximum five percent (5%) for contract supervision, overhead and profit. This 5% shall be applied once to the service fee regardless of who makes direct payments to the service provider.
- (C) FORCE ACCOUNT REPORT. Payment for force account work will be made on the basis of the following reports.
  - 1. The Contractor will deliver to the Engineer-in-Charge a daily summary of FORCE ACCOUNT WORK done on the contract. This summary on 8-1/2" x 11" paper will be delivered to the Engineer-in-Charge not later than closing time on the day following that for which the work is reported.

The summary shall contain:

- A list of materials used indicating the amount and nature of each material. The cost (if known) should also be included. This must be documented later by proper receipts.
- b. A list of equipment used indicating the number of hours used and the kind, type, and size of equipment.
- c. A list of personnel by name, including the hours worked, and labor classification at which they were used on the force account work and the location by station or station of the work proposed.
- d. A statement of the work accomplished by force account for that day.
- e. This summary will be dated and signed by the Contractor's authorized representative and the Engineer-in-Charge.
- f. The contract number and other identification as well as the name of the Contractor shall appear on the statement.
- g. The Engineer-in-Charge will make any notations, remarks or comments on this form that may assist in final payments.
- 2. Within 5 calendar days after the end of each pay period, the Contractor shall deliver to the Engineer-in-Charge a FORCE ACCOUNT SUMMARY OF LABOR used on the work which shall include the name, hourly rate of pay, hours worked, fringe benefits, and/or other items as shown on the actual payroll.
- 3. On completion of the specific force account work, the Contractor shall within 10 calendar days, deliver to the Engineer-in-Charge a Force Account Summation wherein all materials, equipment, and labor charges are shown and totaled together with such other expenditures as are concerned with the force account item. This summation shall be dated and signed by the Contractor's authorized representative and the Engineer-in-Charge.
- 4. In the event the contractor fails to deliver the required force account documentation to the EIC within the time period specified in subsection (C), of these General specifications, and as a result the Order-on-Contract for the force account work is not fully approved at the date of final acceptance, the number of calendar days of the time period between final acceptance and the issuance of this force account Order-on-Contract, attributable to the Contractor's late force account submissions will extend the required payment data by an equal period of time.
- (D) TIME RELATED DISPUTE COMPENSATION.
  - 1. As limited by Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, the following elements of damage, and only the following elements, will be recoverable by the Contractor as "time related dispute damages" provided that they are actual and reasonable:
    - a. Documented additional or escalated job site labor expenses;
    - b. Documented additional or escalated costs for materials:

- c. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section;
- Documented costs of extended job-site overhead (field costs, including field supervision); job-site overhead would include job superintendent, office engineer and clerical staff, but would not include working foremen;
- e. An additional 10 percent of the total of items a, b, c and d for home office overhead and 10% for profit thereon except for the differing site conditions or significant change in character of the work clauses (Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, Part A (1) and (3)) apply, no anticipated profits shall be allowed and where the suspension of work clause (Part A (2)) applies, no profit or anticipated profits shall be allowed;
- f. Documented additional or escalated insurance and bond costs;
- g. When the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work as outlined above in paragraphs 1(a) through 1(d) and the Contractor's main office overhead and profit shall be figured at 15% and 10% respectively, except for where the differing site conditions or significant change in character of the work clauses (Part A (1) and (3)) apply, no anticipated profits shall be allowed and where the suspension of work clause (Part A (2)) applies, no profit or anticipated profits shall be allowed;
- h. The phrase "additional expenses" shall include expenses above or below those normally incurred in the performance of the work, less any appropriate credit. The phrase "escalation expenses" shall include unanticipated higher or lower costs and expenses attributable, with appropriate credits, to the performance of work or portions of work in a different time period than that which was indicated on the Owner approved progress schedule.
- 2. Equipment, truck or plant rentals, other than small tools:
  - a. Equipment used by the Contractor shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher cost than the equipment suitable for the work, payment will be made at the actual cost rate applicable to the suitable equipment unless otherwise provided for in this section. The Engineer shall determine the suitability of equipment.

For purposes of computing Contractor's self-owned equipment, truck or plant costs, the rate used shall be based on the rate listed in the Rental Rate Blue Book published by Dataquest, Inc., with the appropriate adjustments noted in this specification, Part (B) (2).

- b. In the event that a rate is not established in the Rental Rate Blue Book for Construction Equipment for a particular piece of equipment, truck or plant, the Owner shall establish a rate for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.
- c. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing not more than 50% of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
- d. The rate for idle equipment and stand-by equipment, shall be based upon the rate of depreciation specified in the Contractor's books and records, or 50% of the rate set forth in the "Rental Rate Blue Book," published by Dataquest, Inc. with the appropriate adjustments noted in this specification, whichever is greater. In the event the equipment is fully depreciated, the Department will pay the actual ownership costs based upon Department audit of the Contractor's books and records.
- e. The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.
- f. For purposes of rented equipment, the provisions of this specification, Part (B), New Item Charges, are controlling.
- 3. The parties agree that, in any dispute for time related damages, the Department will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:
  - a. Profit, in excess of that provided in this specification, Part (D) (1)(e) and (g);
  - b. Loss of anticipated or unanticipated profit;
  - c. Labor inefficiencies and loss of productivity;
  - d. Home office overhead in excess of that provided in this specification, Part (D) (1)(e) and (g);
  - e. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of

bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency;

- f. Indirect costs or expenses of any nature;
- g. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Engineer.
- h. Attorneys fees, or claims preparation expenses.
- 4. REMEDIES EXCLUSIVE: With respect to time related dispute compensation provisions, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damage other than those which are specifically identified as payable under this specification, Part (D). In the event any legal action is instituted against the Department by the Contractor on account of any such dispute for additional compensation, whether on account of time related dispute, delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as compensable under this specification, Part (D). The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable under this specification, Part (D). Nothing in this Section is intended to create any liability of the Department not existing at common law or pursuant to the terms of this contract or to prevent the Contractor from filing a claim in a court of law.
- (E) REQUIRED CONTENT OF DISPUTE SUBMISSION. All disputes must be submitted in writing to the Engineer, and must be in sufficient detail to enable the Engineer to ascertain the basis and the amount of each dispute. If requested and as a minimum, the following information must be provided when such information is ascertainable by the Contractor:
- TIME RELATED DISPUTE SUBMISSIONS.
  - a. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
  - b. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are presumed to be adversely affected.
  - c. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.
  - d. A copy of the notice of dispute required as per Dispute Resolution and Disputed Work Provisions, Part A(3) for the specific dispute by the Contractor.
  - e. To the extent known, the name, function, and activity of each Department official, or employee or agent, involved in, or knowledgeable about facts that gave rise to such dispute.
  - f. The name, function, and activity of each Contractor or subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such dispute.

- g. The identification of any pertinent documents, and the substance of any material oral communication relating to such dispute.
- h. A statement as to whether the additional compensation or extension of time if requested is based on the provisions of the contract or is an alleged breach of contract.
- 1. The amount of additional compensation sought and a breakdown of that amount into the categories specified as payable under this specification, Part (D) above.
- j. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

#### 2. FOR OTHER DISPUTES INCLUDING ACCELERATION DISPUTES.

- a. A detailed factual statement of the dispute providing all necessary dates, locations and items of work affected by the dispute.
- b. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.
- c. A copy of the "notice of dispute" required for the specific dispute by the contract pursuant to Dispute Resolution and Disputed Work Provisions, Parts B or C.
- d. The name, function, and activity of each Department official or employee or agent involved in, or knowledgeable about facts that gave rise to such dispute.
- e. The name, function and activity of each Contractor or subcontractor official, employee or agent involved in or knowledgeable about facts that gave rise to such dispute.
- f. The specific provisions of the contract which support the dispute and a statement of the reasons why such provisions support the dispute.
- g. The identification of any pertinent documents and the substance of any material oral communications relating to such dispute.
- h. A statement as to whether the additional compensation or extension of time requested is based on the provisions of the contract or an alleged breach of contract.
- If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction schedule.
- j. The amount of additional compensation sought and a breakdown of that amount shall conform to the requirements of this specification, Part (B) except for acceleration disputes which shall conform to the requirements and categories specified in Part (D) above.

- (F) REQUIRED CERTIFICATION OF DISPUTES. When submitting any dispute over \$50,000, the Contractor must certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:
- 1. That supportive data is accurate and complete to the Contractor's best knowledge and belief;
- 2. That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability;
- 3. If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by:
  - (1) Senior company official in charge at the Contractor's plant or location involved; or
  - (2) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- (G) CONTRACTOR'S COST RECORDS. The Contractor shall maintain records of all required payrolls, and of the details that comprise its total cost pursuant to any and all records maintained pursuant to Dispute Resolution and Disputed Work Provisions and Extra Force Account Work, Dispute Compensation and Recordkeeping, and it shall, at any time within six years following the date of final payment of the project, make such records available, upon request therefor, to the Department for review and audit, if deemed necessary by the Department. In case all or a part of such records are not made so available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefor has already been made, the Contractor shall, upon demand in writing by the Department, refund to the Department the amount so disallowed.

### DIFFERING SITE CONDITIONS, SUSPENSIONS OF WORK, SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK PROVISIONS.

#### The following provisions shall apply to this contract:

#### A.(1) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the Engineer will investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- (iv) The aforesaid differing site condition clause (Part A.(1)) shall be governed by the notice provisions set forth above, and the recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s), if any, shall be made pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Part (B), New Item Charges, 1 (Agreed Prices) or 2 (Force Account Charges) and (E), Required Content of Dispute Submission (2) and (F), Required Certification of Dispute. However, the equipment compensation provisions shall be governed and controlled by the provisions of Part (D) (2).

#### (2) Suspensions of Work ordered by the Engineer.

- (I) If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. The record keeping requirements of Section 10.02 must be complied with in connection with any requests for reimbursement.
- (ii) Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the

- contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.
- (v) The aforesaid suspension of work clause (Part A.(2)) shall be governed by the notice provisions set forth above, and the recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s), if any, shall be made pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Part (D), Time Related Dispute Compensation, (E), Required Content of Dispute Submission and (F), Required Certification of Disputes.
- (3) Significant changes in the character of work.
  - (i) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
  - (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work, cause such other work to become significantly different in character, an adjustment excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
  - (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
  - (iv) The term "significant change" shall be construed to apply only to the following circumstances:
    - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

- (C) The term "major item" of work shall mean any item for which the original bid price multiplied by the original contract quantity exceeds \$50,000 or 2% of the total contract bid price, whichever is less.
- (D) Certain items of work may be "fixed quantity" items. That is, payment will be restricted to the quantity stated in the Estimate of Quantities. If, during the progress of the work the stated quantity is determined to be in error, the terms of Dispute Resolution and Disputed Work Provisions, Part (3)(iv)(B) shall apply with the following alterations:
  - 1. The major item of work requirement shall not apply.
  - 2. Significant change shall be defined as an actual quantity in excess of 125 percent of the stated quantity, or less than 75 percent of the stated quantity.
- (v) The aforesaid significant change in character of work clause (Part (A)(3)) shall be governed by the notice, recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s) shall be made for time related costs, if any, pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Parts (D) and (E) and (F) and for increased costs, if any, pursuant to Part (B), New Item Charges, 1 (Agreed Price) or 2 (Force Account Charges) and (E)2, Required Content of Dispute Submission and (F), Required Certification of Dispute, but, the equipment compensation shall be governed and controlled by the provisions of Part (D)2.
- (vi) With respect to the aforesaid significant changes in the character of work clause (this specification, Part (A)(3)), the contractor or the Department, as the case may be, must make written notification to the other party of the existence of the 'significant change'. This notice shall be given in a timely manner with respect to the date that either party had, or should have had, knowledge of an event, matter, occurrence of work order which results in a significant change in the work. If the affected work is in progress, notice shall be given within 3 days of knowledge of the change. If the affected work is not in progress, notice shall be given within 10 days of knowledge of the change. The timely issuance of a notice of 'significant change' shall be a necessary requirement for consideration of contract alterations as provided in this section.

#### (4) Definitions.

- (a) "Commissioner" and "Engineer" are defined in Article 2 of the Agreement.
- (b) See Paragraph 1 (i) above Subsurface or latent physical conditions "differing materially" from those "originally encountered" and "generally recognized" are defined as conditions at the site materially differing from any shown on the contract plans or indicated in the specifications, or such conditions as could not reasonably have been anticipated by the Contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the contract.
- (c) See paragraph 1 (ii) above "written notification" is defined as written notice sent by the Contractor by Registered Mail addressed to the Commissioner, Department of Design and Construction, City of New York, 30-30 Thomson Avenue, Long Island City, NY 11101.

- (d) See paragraph 2 (i) above -
  - 1. "Unreasonably period of time" is defined as a period of time not anticipated in the Contract Documents and beyond the control of the Contractor.
  - 2. "Not originally anticipated" is defined as it relates to delay in completing the work caused solely by the acts or omissions of The City, its officers, agents or employees; or the acts or omissions of other contractors on this project; or supervening conditions entirely beyond the control of either the Contractor or the City (such as but not limited to: Acts of God, the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).
- (e) See paragraphs 3 (ii) and 3 (iii) above "significantly change the character of the work" is defined as it relates to alterations or changes in quantities in a manner which materially affected the substances of the contract, or increase the price to be paid by more than ten percent (10%) of the price bid on a lump sum contract; ten percent (10%) of the total bid cost, determined by summating the products of each of the Engineer's estimated quantities and their respective unit bid price on a unit price contract; and determined by multiplying the Engineer's Estimate of Total cost by the Contractor's bid percentage on a Percentage-Bid Contract.
- (f) See paragraph 3 (iv) (B) above "major item of work" is defined as any scheduled item for which the original bid with the bidding quantities exceed 2% of the total contract bid price.
- B. If the Department determines that as a result of the aforesaid differing site condition, suspension of work clauses and significant change in the character of work clauses, that an adjustment in the contract price is warranted, the Department shall first attempt to arrive at an agreed price with the contract. If unsuccessful, the Department may make such adjustments to the contract as is determined to be fair and equitable utilizing Owner estimates. Commencing with the issuance of notice, and through the date of agreement between the Department and the contractor, all work subject to these provisions shall be treated as Disputed Work, with daily recordkeeping in accordance with the provisions of Dispute Resolution and Disputed Work Provisions.
- C. If any of the notice or other provisions of this specification, Part A are in conflict with any other of the provisions of the Standard Specifications, then the provisions of this specification, Part (A) shall prevail and take precedence and be of force over and against any said conflicting provision of said contract.
- D. Solely for purposes of the aforesaid specification, Parts A(1),(2) and (3), and solely for purposes of disputes as to records pursuant to Dispute Resolution and Disputed Work Provisions, Part (A)(4), the Engineer shall be the Engineer-in-Charge.

# CONTRACTOR INITIATED VALUE ENGINEERING CHANGE PROPOSAL (CIVEC)

# A. Purpose and Scope

The term "proposal" as used in this Subsection is construed to mean a Contractor Initiated Value Engineering Change (CIVEC) Proposal submitted by the Contractor for changing the Plans, Specifications, or other requirements of the Contract. The Value Engineering Change Proposal shall conform with the following:

It is the intent of this provision to share with the Contractor any cost savings which may be generated on this Contract as the result of CIVEC proposals offered by the Contractor and approved by the Department. The purpose is to encourage the use of the Contractor's ingenuity and experience in arriving at a lower cost alternative with any time-saving construction methods other than those reflected in the Contract Documents, by the sharing of savings resulting therefrom. The proposals contemplated are those that could produce a savings to the Department, without, in the sole judgment of the Deputy Chief Engineer, impairing the essential functions and characteristics of the Project or a portion of the Work involved. They include, but are not limited to: safety, service, life, stage construction, economy of operation, ease of maintenance and desired appearance.

## **B. Submittal of CIVEC Proposal**

The Contractor may submit a CIVEC only after Award of the Contract. The CIVEC may be accepted within 30 (thirty) days after Award of Contract and should be approved by the New York State Department of Transportation.

# B-1. Submittal of Initial CIVEC Proposal

An initial proposal is required for all CIVEC proposals and shall outline the general technical concepts associated with the proposal and the estimated savings which will result. The initial proposal will be reviewed by the Department and, if found to be conceptually acceptable, approval to submit a Final Proposal will be granted by the Department. A finding of "conceptual acceptability" of the initial proposal however, in no way obligates the Department to approve the final proposal. Further, the Contractor shall have no claim against the City as a result of the rejection of any such initial or final proposal.

# B-2. Submittal of Final CIVEC Proposal

At a minimum, the following materials and information shall be submitted with each CIVEC proposal, plus any additional information requested by the Department.

- a) A statement that the CIVEC is submitted as the "Final Value Engineering Change Proposal," as per Department approval of the Initial CIVEC Proposal.
- b) A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages of each, including considerations of service life, economy of operation, ease of maintenance, desired appearance and safety.
- c) Complete plans and specifications showing the proposed revisions relative to the original contract features and requirements.
- d) A complete cost analysis indicating the Final Estimate costs and quantities to be replaced by the CIVEC proposal, the new costs and quantities generated by the CIVEC proposal, and the cost effects of the proposed changes on operational, maintenance and other considerations.
- e) Pursuant to Article 25 of the Agreement, Value Engineering Change Proposals are considered Change Orders, therefore, a statement of the time, by which adopting of the proposal must be executed so as to obtain the maximum benefit during the remainder of the Contract, is required. The date must be selected to allow the Department ample time for review and processing of the Change Order, but without affecting the Contractor's schedule. Should the Department find that insufficient time is available for review and processing, it may reject the CIVEC proposal solely on such basis. If the Department fails to respond by the date specified, the Contractor shall consider the CIVEC proposal rejected unless otherwise notified in writing by the Department; and shall in any event have no claims against the City as a result thereof.
- f) A statement as to the effect the CIVEC proposal will have on the time for completion of the contract.
- g) A description of any previous use or testing of the CIVEC proposal on another Department project, indicate the date, contract number and the action taken by the Department.

# C. Conditions

CIVEC proposals will not be considered in determining the lowest responsible bidder. CIVEC proposals will only be considered after award, and only when all of the following conditions are met:

- 1. The Contractor is cautioned not to base any bid prices on the anticipated approval of the CIVEC proposal and to recognize that such proposal may be rejected and that the Contractor will thus, be required to complete the Contract in accordance with the plans and specifications bid.
- 2. All CIVEC proposals, whether or not approved by the Department for use in this contract, apply only to the on-going Contract or Contracts referenced in the CIVEC proposal and become the property of the Department without restriction as may otherwise be imposed by the Contractor, on their use and disclosure. The Department shall have the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the proposal. The Department retains the right to utilize any accepted CIVEC proposal or part thereof, on any subsequent project without any obligation to the Contractor submitting the same.
- 3. If the Department already has under consideration certain revisions to the Contract or has approved certain changes in specifications or standards for general use which are then subsequently incorporated in a CIVEC proposal submitted by the Contractor, the Department shall reject the Contractor's proposal and proceed with such revisions if it so desires without any obligation to the Contractor.
- 4. The Contractor shall have no claim against the City for any costs or delays incidental to the Department's rejection or approval of a CIVEC proposal, including but not limited to development costs, anticipated profits, or increased material and labor costs resulting from delays in the review of such CIVEC proposal.
- 5. The Department shall be the sole judge as to whether a CIVEC proposal qualifies for consideration and evaluation. It may reject, at will, any CIVEC proposal that requires excessive time or costs for review, evaluation and/or investigations, or which is not consistent with the Department's design policies and basic design criteria for the project; as well as, for any other reason the Department deems appropriate, without explanation.

- 6. The Engineer may reject all or any portion of the work performed pursuant to an approved CIVEC proposal if it is believed that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected work and require the Contractor to proceed in accordance with the original Contract requirements without reimbursement for any work performed under the CIVEC proposal, or for its removal. Where modifications to the CIVEC are approved in order to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the Contract bid prices as if it were constructed in accordance with the original Contract requirements. Such rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for any other costs.
- 7. The CIVEC proposal shall not be experimental in nature but shall have been proven to the Department's satisfaction under similar or acceptable conditions on another Department project or at another location acceptable to the Department.
- 8. CIVEC Proposals shall be considered only if equivalent options are not already provided in the Contract documents.
- The savings generated by the CIVEC proposal must be of sufficient significance, in the sole judgment of the Department, to warrant review and processing.
- 10. A CIVEC proposal changing the types and or thickness of the pavement structure will not be considered.
- 11. If additional information is deemed necessary by the Engineer to evaluate the CIVEC proposal, this information must be provided in a timely manner to allow sufficient time for review. Failure to do so will result in rejection of the CIVEC proposal. Such additional information should include but not be limited to design changes, field investigation and survey results, design computations, and field change sheets.
- 12. No changes to the work shall be considered as CIVEC eligible, if they are the result of design errors or omissions which would have needed correction notwithstanding any CIVEC provision in the specification; even if the need for such correction is first brought to the Engineer's attention by the Contractor.

## D. Payment

If the CIVEC proposal is accepted by the Department, the changes and payments will be made in accordance with the applicable sections of the Procurement Policy Board (PPB) Rules and this contract. Reimbursement to the Contractor shall be made as follows:

- 1. The changes will be incorporated into the original Contract proposal as submitted by the Contractor via changes in the quantity of unit bid items, changes in the amounts of lump sum items and new agreed priced items, as appropriate.
- 2. The cost of the revised work as determined from the aforementioned changes in quantities, or new items will be paid directly. In addition to such payment, the Department will pay to the Contractor, via a separate item, 50 percent of the savings to the Department as reflected by the difference between the above payment and the cost of the related construction required by the original Contract plans and specifications computed at Contract bid prices.
- 3. The Contractor's costs for development, design and implementation of the CIVEC proposal are not eligible for reimbursement.
- 4. The Contractor may submit CIVEC proposals on behalf of an approved subcontract, provided that reimbursement is made by the Department to the Contractor and that the terms of the pass through to the subcontractor are satisfactorily negotiated and accepted by the Contractor and Subcontractor before the CIVEC proposal is submitted to the Department. Subcontractors may not otherwise submit a CIVEC proposal, except through the prime Contractor.

# NO TEXT

#### **ITEMIZED PROPOSAL**

#### To the State Department of Transportation:

In submitting this bid the undersigned declares to be the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State, or any person in the employ of the State is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares to have carefully examined the plans, specifications and form of contract, and to have personally inspected the actual location of the work together with the local sources of supply, to be satisfied as to all the quantities and conditions, and understands that in signing this proposal waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid unit bid prices as compensations for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further agrees that at any time during the progress of work the State adds, alters or omits portions of the work it shall so perform such work and accept compensation in accordance with the Standard Specifications.

The undersigned further understands and agrees not to start any work until the contract agreement is signed by the Commissioner or the Commissioner's duly authorized representative. In case the undersigned voluntarily undertakes to start work, other than that expressly prohibited in this Subsection, after the contract agreement is signed by the Commissioner but prior to approval by the State Comptroller, the undersigned does so entirely at its own risk and without obligation or responsibility on the part of the State unless and until the awarded contract becomes effective pursuant to Section 112 of the State Finance Law by approval of the State Comptroller and filing in the Office of the State Comptroller; and hereby agrees and warrants that, as a prerequisite to the start of any such voluntary work, accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage, indemnification and holding the State harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workers compensation and liability insurance policies as set forth in the related specifications; and also agrees and warrants that all of such policies will be in force and effect on the date of the start of any such contract operations. whether or not the contract documents have been executed and filed as aforesaid. In no event shall the undersigned start any contract work which involves a disturbance of the contract site prior to execution of the contract by the Comptroller.

# UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE

Persons with knowledge of bid collusion (i.e. contractors, suppliers, workpersons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the **U.S. D.O.T. HOTLINE.** The **HOTLINE** number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

## **NEW YORK STATE INSPECTOR GENERAL HOTLINE**

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capital, Executive Chamber, Albany, New York 12224.

PROMPT PAYMENTS BY THE CONTRACTOR. In accordance with Section 139-f(2) of the State Finance Law, the Contractor shall pay each Subcontractor and materialman for the value of work performed pursuant to contract no later than seven (7) calendar days from the receipt of each payment the Contractor receives from NYC Department of Design and Construction (NYCDDC). Payment by the Contractor to Subcontractors or materialmen shall reflect the quantities or percentage of work completed by the Subcontractor or materials furnished by the materialmen, and paid by NYCDDC; and such payment shall be based upon the actual conditions of the subcontract or purchase order. The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged.

The Contractor shall maintain an accounting system acceptable to the NYCDDC to track payments made by the City to the Contractor and payments made by the Contractor to each Subcontractor, Manufacturer, Fabricator or Material Supplier by item and by date.

### CIVIL RIGHTS MONITORING AND REPORTING.

# SEE SECTION 105-21 OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

The Contractor shall use the current version of NYS Department of Transportation approved Construction Civil Rights Reporting Software (EBO) which is available at the following website:

#### https://ebo.dot.ny.gov

The software is free. Prime contractors, vendors (subcontractors, suppliers, etc.), and agency compliance staff will have access to the software. The prime contractor shall be required to print reports from EBO for submission to the Resident Engineer each month, not later than the 15th of the following month. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

# APPENDIX 2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

(NO TEXT ON THIS PAGE)

#### ATTACH TO CONTRACT DOCUMENTS

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

**PROJECT ID: HWXS311V1** 

# RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

**Together With All Work Incidental Thereto** 

**BOROUGH OF THE BRONX** 

ADDENDUM NO. 3

DATED: October 21, 2013

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

The Standard Sewer Specifications of the Department of Environmental Protection (dated August 1, 2009), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 2009), Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS
- D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

# A. NOTICE TO BIDDERS

PROJECT ID.: HWXS311V1

(1) (A) The Contractor is advised that copies of the Standard Sewer Specifications (dated August 1, 2009), Sewer Design Standards (dated (September 2007) Revised January 2009), Standard Water Main Specifications (dated August 1, 2009), Specifications For Trunk Main Work (dated March 2012) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction Division of Infrastructure Design Services, Specifications, 3rd Floor 30-30 Thomson Avenue Long Island City, NY 11101

(B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation 55 Water Street, Ground Floor New York City, NY 10041

- (2) The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, traffic signs and encumbrances including, but not limited, to underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated March 2012), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.

(8) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

- (9) The Contractor shall exercise extreme caution and take all necessary precautions in placing sheeting and excavating to prevent any damage to the existing NYC TRANSIT'S subway structures and its appurtenances during construction work throughout the project area. The Contractor shall take full responsibility to protect the said NYC TRANSIT'S subway structures and its appurtenances and any damage caused by the Contractor's operations shall be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.
- (10)The Contractor shall submit shop drawings to NYC Transit Authority showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing TA's structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design shall be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work shall be deemed included in the price bid for all items of work under this contract.

# B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

# C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS

- (1) Refer to Subsection 1.06.3 Hours Of Work, Page I-4: Add the following to Subsection 1.06.3:
  - (A) <u>HOLIDAY CONSTRUCTION EMBARGO</u> A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers <u>are not</u> required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

# http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

- * Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <a href="http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml">http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml</a>
- (2) Refer to Subsection 1.06.14 Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-10:

  Add the following to Subsection 1.06.14:
  - (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Donald Soldiviero (The Bronx), at (212) 460-4834.

(2) EMPIRE CITY SUBWAY

There are EMPIRE CITY SUBWAY facilities in the areas of reconstruction. The Contractor shall notify EMPIRE CITY SUBWAY at least seventy-two (72) hours prior to the start of construction by contacting Mr. Al Petrizzi, Governmental Liaison, 140 West Street, 18th Floor, New York, NY 10007, (The Bronx) at (212) 941-8407.

#### (3) CABLEVISION

There are CABLEVISION facilities in the areas of reconstruction. The Contractor shall notify CABLEVISION at least seventy-two (72) hours prior to the start of construction by contacting Mr. Jeffrey Stigers or Mr. Ed Lepinsky (The Bronx) at (718) 861-7361.

- (3) Refer to Subsection 1.06.20 Contractor To Notify City Departments, Page I-12: Add the following to Subsection 1.06.20:
  - (1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Assistant Commissioner, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Nick Varone at (212) 624-4194 (The Bronx).

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Rick Zeilder, Director of Forestry (The Bronx) at (718) 430-1868.

- (5) N.Y.C. TRANSIT AUTHORITY
  - (a) The Contractor shall notify Outside Projects at least seven (7) days prior to the start of construction.

The Contractor shall contact:

Mr. Mohamed Adam, P.E.
Project Engineer-Outside Projects
New York City Transit
2 Broadway, 7th Floor
New York, N.Y. 10004
Attention Ms. Alina Avadanei
Telephone No. (646) 252-3641

(b) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements as required under the NYC TRANSIT GENERAL NOTES included in Section 1.06.24A, Section 1.06.24B and Section 1.06.24C of this addendum.

Arrangements shall be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17TH Floor
New York, N.Y. 10004
Telephone No. (646) 252-5624
sarah.wyss@nyct.com

- (c) In addition, the Contractor is advised that construction operations might affect subway lines and stations; and NYCT facilities (i.e. manholes, ducts, etc.). The Contractor shall notify the Transit Authority as required and specified in **Section 1.06.24A**, **Section 1.06.24B** and **Section 1.06.24C** of this addendum.
- (4) Refer to Subsection 1.06.24 Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s), Page I-14:

  Add the following to Subsection 1.06.24:

#### 1.06.24A - NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

#### 1.06.24B - NYC TRANSIT REQUIREMENTS

N.Y.C. TRANSIT INSURANCE: The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permittor) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

#### NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

- (1) The Permittee at its sole cost and expense shall carry or cause to carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:
- (A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule "A", which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
- (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permittor in the Permittee's name with limits of liability as specified in Schedule "A" for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permittor/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

Contractual coverage for liability assumed by the Permittee under this agreement;

Personal and Advertising Injury Coverage;

- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) <u>Business Automobile Liability Insurance Policy</u> (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Schedule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule "A".
- (E) Environmental/Pollution Exposures:

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

- (2) General Requirements Applicable To Insurance Policies:
  - (a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permittor/MTA and shall deliver evidence of such policies.
  - (b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
  - (c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittor:

For NYCT Contract Inspection C/O Mr. John Malvasio Director, MOW Engineering 130 Livingston Street, Room 8044F Brooklyn, NY 11201 Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittor c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway -21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permittor/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any (iv) In addition, contractor's policies shall state or be Permittor/MTA policy available. endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittor/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittor/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self-insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permittor/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or selfinsured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- (d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittor, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within thirty (30) days of the Binder Approval.
- (e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permittor Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; {3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a <u>physical copy</u> of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- (f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- (g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permittor, the Permittor shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

### 1.06.24C - NYC TRANSIT CURRENT AND FUTURE PROJECTS

The Contractor is notified of the following:

- (1) The following subway lines are within the area of this project:
  - (a) The IND Concourse Line B and D Trains are running along Grand Concourse
  - (b) The IRT Jerome Avenue Line No. 4 Train is running along Jerome Avenue
- (2) The Contactor can obtain NYC Transit Structural Drawings by contacting Mr. Vasanth K. Battu at (646) 252-4473.

The Contractor shall also obtain from Mr. Vasanth K. Battu the following Drawing showing Power Engineering Activities for the area of this project:

- Drawing No. P-502 Duct Assignment Vicinity of Eliot Place Substation Concourse Line - IND - Bronx
- Drawing No. P-503 Duct Assignment Concourse Line IND Bronx
- Drawing No. P-504 Duct Assignment Vicinity of 174th to 175th Street Station Concourse Line IND Bronx
- Drawing No. P-505 Duct Assignment Tremont Avenue Station Concourse Line IND -Bronx
- Drawing No. P-514 Duct Assignment Vicinity of 176th Street Station Jerome Avenue Line - IND - Bronx
- Drawing No. P-515 Duct Assignment Vicinity of 170th Street Station Jerome Avenue Line - IND - Bronx
- (3) The project might have an impact at the following station:
  - (a) Tremont Avenue Station for the IRT No. 4 Train Jerome Avenue Line

Should it become necessary to close any of the entrances for the above station, see Note No. 35 from the General Notes that are made part of the Contract Drawings.

(4) (a) The following table showing NYC Transit's current and planned projects that may impact and/or interfere with this project might require the Contractor to coordinate construction work with NYCT contractors. This table is for information only:

#### **Tremont Avenue Station - Concourse Line**

Contract	Project Title	Design Manager/ Telephone No.	Construction Manager/ Telephone No.	Resident Engineer/ Telephone No.
A-35753	Station Rehabilitation Program	Vacant	A. Muqtadir/ (646) 252-4668	D. Okobi/ (646) 252-4090
N/A	1994 Station Paint Program	N/A	Station Maintenance	N/A
E-31806	Tunnel Water Remedy	M. Patel/ (646) 252-4828	A. Saha/ (646) 252-3985	N/A
A-36114	Check Valves at 9 Loc Water Cond. Rem.	D. Patel/ (646) 252-4828	B. Konar/ (646) 252-2508	R. Shah/ (646) 252-4411
S-32308	Signals: Concourse Fixed Block	Undesignated	C. Frasier/ (347) 457-3320	N/A
E-31-80-4	Tunnel Water Remedy	M. Patel/ (646) 252-4828	A. Saha/ (646) 252-3985	N/A
W-32623	Police Antenna Replacement	J. Payyapilli/ (646) 252-3329	L. Leong/ (646) 252-3679	R. Favis/ (646) 252-3694
W-32622-2	Police Radio Communication System	D. Willemann/ (646) 252-3865	M. Majmudar/ (646) 252-3773	N/A
A-33770 A-33771	MVM/MRM Installation	Undesignated	W. Lydon/ (718) 694-5200	N/A
Reh'98	Communication Rooms No Further Info	N/A	N/A	N/A

C-43-1	Power & Vent. Upgrade of Comm. Rooms	R. Wong/ (646) 252-3018	R. Wong/ (646) 252-3018	B. Khunti/ (212) 510-2571
N/A	HVAC-Communication Room Phase 3	L. Tonn/ (646) 252-2051	Undesignated	N/A
W-32652	ATM Network System	K. Asamoah/ (646) 252-4064	M. Islam/ (646) 252-3784	J. Jamoona/ (212) 883-7461
W-32657	Automatic Train Supervision	N/A	N/A	N/A
S-32350	Automatic Train Supervision	S. Kwa/ (646) 252-3189	D. Chin/ (646) 252-3583	N/A
W-32669	Public Address System (Phase III)	Undesignated	Undesignated	N/A
C-52063	CCTV Passenger ID Phase I	N. Ng/ (646) 252-6773	D. Straquatanio/ (646) 252-4065	A. Manragh/ (212) 883-7486
C-34354	Rehab. Of Employee Facilities	J. Ferrelli/ (718) 243-3147	F. Gaetano/ (718) 243-7672	N/A

## (5) Refer to Subsection 1.06.27 - Salvageable Materials, Page I-14:

<u>Delete</u> the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:

**Substitute** the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

# (6) Refer to Subsection 1.06.29 - Contractor To Provide For Traffic, Page I-15: Add the following to Subsection 1.06.29:

#### (1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWXS311V1.

### (7) Refer to Section 1.08 - Miscellaneous Provisions, Page I-19:

**Delete Subsection 1.08.2 - Vendors** in its entirety:

Substitute the following new Subsection 1.08.2:

#### 1.08.2 **VENDORS**

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

(8) Refer to Section 1.08 - Miscellaneous Provisions, Page I-20: Add the following new Subsection 1.08.7:

#### 1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

(9) Refer to Section 2.05 - Precast Reinforced Concrete Pipe, Subsection 2.05.4 - Materials, Workmanship And Finish, Page II-10:

<u>Delete</u> from **Subsection 2.05.4**, paragraph (A) CONCRETE in its entirety: <u>Substitute</u> the following:

- (A) CONCRETE The Concrete shall comply with the requirements of **General Specification 11 Concrete**, **as modified in Section 2.15**, and be a homogeneous mixture of such proportions and quality that the pipe will conform to the design and test requirements of these specifications.
- (10) Refer to Section 2.15 Concrete, Subsection 2.15.3 Modifications, Page II-23:

<u>Delete</u> from Subsection 2.15.3, Reference Number D 3.2.1 together with its paragraphs in their entirety:

**Substitute** the following:

D 3.2.1 DELETE 3.2.1 to 3.2.9 of GS11 and SUBSTITUTE the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

# (11)<u>Refer</u> to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26: <u>Add</u> to Subsection 2.15.3, before Reference Number D 8.2 the following:

#### D 7.3.3 ADD the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

#### (12)Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:

<u>Delete</u> from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:

**Substitute** the following:

#### D 16.3 Testing Service - ADD the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

#### (13) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:

**Delete** from **Subsection 2.15.3**, **Reference Number D 16.8** together with its paragraphs in their entirety:

**Substitute** the following:

D 16.8 Responsibilities and Duties of Contractor - <u>ADD</u> the following:

PROJECT ID.: HWXS311V1

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

#### **CONCRETE TEST CYLINDERS**

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

# (14)Refer to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) Add the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

**(B)** <u>Delete</u> from **Subsection 4.06.3**, the fourth paragraph in its entirety: <u>Substitute</u> the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than two (2) feet above the top of the sewer conduit (i.e. sewer pipes on cradles or encasements, reinforced concrete sewers, basin and house connections, culverts, etc.) to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from two (2) feet above the top of the sewer conduit to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry

Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) <u>Delete</u> from **Subsection 4.06.3**, the seventh paragraph in its entirety: **Substitute** the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(15)<u>Refer</u> to Section 5.01 - Reinforced Concrete Sewers, Subsection 5.01.4 - Precast Reinforced Concrete Sewer, Paragraph (C) - Details, second paragraph, first line, Page V-4:

<u>Change</u> the words "C789 or C850 (as required)", to "C1433":

(16)Refer to Page V-22:

Add the following new Section 5.04A:

# SECTION 5.04A DUCTILE IRON PIPE SEWERS IN STEEL SLEEVES

#### 5.04A.1 DESCRIPTION

Ductile iron pipe sewers in steel sleeves shall be constructed of the sizes and classes of pipe specified and in accordance with the details shown on the contract drawings.

#### 5.04A.2 MATERIALS

- (A) Ductile iron carrier pipe shall comply with the requirements of **Section 2.06** and shall be Class 56 unless otherwise specified.
- (B) Joints for ductile iron pipe shall comply with the requirements of Subsection 2.06.5.
- (C) Steel Sleeves shall have an outer diameter (O.D.) as shown or specified and shall have a minimum sleeve thickness as specified in table below. The steel shall conform to ASTM A134 (plates: ASTM A283, Grade C) API std. 5L, Grade B. Hydrostatic tests will not be required for steel sleeves.

MINIMUM SLEEVE O.D.	MINIMUM SLEEVE THICKNESS
30"	0.532"
36"	0.563"
42"	0.594"
48"	0.625"
54"	0.688"
60"	0.750"
66"	0.875"
72"	0.875"

All connections between successive steel sleeve pipe lengths shall be continuously butt-welded. Welds shall be made in conformance with AWS D1.1. However, mechanical Permalok joint connections will be permitted in lieu of butt welded joints between successive steel sleeve pipe sections.

(D) Grout utilized to fill the voids between the steel sleeve and the ductile iron pipe sewer carrier pipe shall be Low Weight Cement Grout - Mearlcrete Cellular Concrete manufactured by the Mearl Corporation or approved equal.

#### Low Weight Cement Grout:

(a) Grout shall consist of neat Portland cement, water, Mearlcrete Foam Liquid concentrate and other materials as recommended by the Mearl Corporation or approved equal.

- (b) Portland cement shall comply with the requirements of **General Specification 11 Concrete, as modified in Section 23.01**, and shall be Type II.
- (c) Mixing water shall be a maximum of six (6) gallons per bag of cement (water/cement ratio is 0.53), and be potable, free from deleterious amounts of acid, alkali, salts, oils and organic materials.
- (d) Wet Density shall be 95-lb/ft³ maximum.
   Dry Density shall be 90-lb/ft³ maximum.
   Compressive Strength shall be 1,000-psi minimum.

#### 5.04A.3 CONSTRUCTION METHODS

(A) GENERAL - Ductile iron pipe sewer carrier pipes and steel sleeves shall be constructed of the sizes and classes and to the lines and grades shown on the plans or as ordered.

The Contractor shall follow the recommendations of the pipe manufacturer regarding the installation of the ductile iron pipe sewer carrier pipe. The recommended installation method used by the Contractor shall be such that no damage will occur to the carrier pipe when it is inserted.

The Contractor shall install the ductile iron pipe sewer carrier pipe to the line and grade required within the steel sleeve. Carrier pipe shall be properly braced and supported with spacers that are electrically insulated from the steel sleeve. The braces/supports/spacers shall be installed and positioned in accordance with the manufacturer's recommendations and shall not inhibit the flow of grout. The Contractor shall submit design and method of bracing prior to installation of carrier pipe for approval by the Engineer. Proper precautions shall be taken by the Contractor to prevent floatation or motion of the carrier pipe during the grouting operation.

(B) GENERAL CONSTRUCTION PROVISIONS - The requirements of **DIVISION IV - GENERAL CONSTRUCTION PROVISIONS** shall apply to the work to be done hereunder.

#### (C) INSTALLATION OF FITTINGS FOR INSERTION OF GROUT

The Contactor shall drill holes in the top of the steel sleeve, one at each end of the steel sleeve, and install fittings that will produce a sealed connection to the steel sleeve. These fittings shall provide a sealed connection so that the insertion of grout between the steel sleeve and the carrier pipe can proceed with no leakage of grout to the outside soil area of the steel sleeve.

The Contactor shall remove any debris due to the installation from the inside of the steel sleeve to the satisfaction of the Engineer.

#### (D) CLEANING

Prior to the insertion of the carrier pipe the Contractor will be required to remove and properly dispose of all debris from within the steel sleeve.

The Contractor shall furnish all water and pumping equipment necessary for the cleaning operation. After cleaning, the sleeve shall be clean and entirely free from projections that might interfere with the insertion of the carrier pipe through it.

As soon as possible after the completion of the cleaning operation, the Engineer will conduct a visual inspection of the pipe for any defect or leakage so those repairs, if necessary, can be made. No carrier pipe shall be installed until authorized by the Engineer.

## (E) DUCTILE IRON PIPE SEWER

(1) WORK INCLUDED: The Contractor shall furnish all labor, materials and equipment required, to place and test underground ductile iron pipe sewers as specified herein and as shown on the contract drawings including all necessary and appurtenant work required for their complete installation.

- (2) DUCTILE IRON PIPE AND JOINTS: Ductile iron pipe sewers shall be ceramic epoxy lined and outside asphaltic coated ductile iron pipe complete with all joints, jointing materials, supports, anchors, and other necessary accessories and appurtenances as shown on the contract drawings, as specified and as required for a complete installation.
  - (a) Lining and Coating The interior and exterior of all pipe and fittings shall be lined and coated in accordance with **Subsection 2.06.4**.
  - (b) Polyethylene Encasement All ductile iron pipe shall be placed in a polyethylene encasement for protection against corrosion and stray currents in conformity with ANSI/AWWA C105/A21.5.
  - (c) Assembly of Pipe All joint pipes shall be assembled with the spigot end of the pipe placed into the bell of the next connected length of pipe in the direction flow. All pipes shall be carefully placed in the steel sleeve to proper alignment. Any damage to the ceramic epoxy lining due to handling shall be repaired to the Engineer's satisfaction.
    - Prior to placement of carrier pipe in steel sleeve, the Contractor shall submit the Contractor's insertion procedures for review and approval by the Engineer. No insertion work shall commence until the Contractor receives the Engineer's approval.
- (3) SEWER LEAKAGE TEST: Prior to grouting to fill the voids between the steel sleeve and the ductile iron pipe sewer carrier pipe leakage test of the ductile iron pipe sewer shall be performed by the Contractor in accordance with **Section 4.11**.

The Contractor shall notify the Engineer at least five (5) days prior to start of test procedures.

The hydrostatic test shall be conducted using City water, City water shall be provided to the Contractor at no additional cost but all hoses, and appurtenances and accessories shall be furnished by the Contractor at the Contractor's own expense.

#### (F) GROUT FILL AROUND CARRIER PIPE

After the carrier pipe is satisfactorily installed, the carrier pipe shall be secured to the steel sleeve at each end with a 12-inch long concrete plug. Unless otherwise shown on the contract drawings, the Contractor shall submit the design of these concrete plugs. The design of these concrete plugs shall incorporate a method for securing the concrete plugs to the ends of the steel sleeve and ductile iron pipe carrier pipe so as to be capable of withstanding the grouting pressures without slippage or blowout at the ends.

After approval by the Engineer the entire annular space between the inside of the steel sleeve and the outside of the ductile iron pipe carrier pipe shall be filled with Low Weight Cement Grout in one continuous uninterrupted operation in a manner to prevent occurrence of any voids between the steel sleeve and the carrier pipe.

The grout fill shall be placed by pneumatic or pumping equipment under a pressure between 10 and 15-psi to ensure that the entire void space has been evenly and completely filled. The pressure must be continuously monitored and care must be taken to avoid pressures above 15-psi. Equipment and methods of placement of the grout fill will be subject to review by the Engineer.

The volume of the grout being placed shall be monitored and recorded. A comparison between the theoretical volume and the actual volume of grout placed shall be done and any discrepancies shall be brought to the attention of the Engineer.

The Contractor shall also fill the holes used to place the grout.

#### 5.04A.4 MEASUREMENT

The quantity of ductile iron pipe sewers in steel sleeves to be measured for payment shall be the number of linear feet of each size and class of ductile iron pipe sewer carrier pipe together with steel sleeve incorporated in the work, complete, as shown, specified or required, measured horizontally along the centerlines of the sewers.

#### 5.04A.5 PRICE TO COVER

The contract price for "DUCTILE IRON PIPE SEWERS IN STEEL SLEEVES" shall be the unit price bid per linear foot for each size and class of ductile iron pipe sewer carrier pipe together with steel sleeve and shall cover the cost of all of labor, materials, plant equipment, samples, tests and insurance required and necessary to construct the ductile iron pipe sewer carrier pipes in steel sleeves to the sizes and at the locations and to the lines and grades shown, including the earth excavation of all materials of whatever nature encountered (See Section 4.03 - Earth Excavation); all sheeting and bracing; pumping; fluming; bridging; fittings; connections to existing or new sewers and existing or new manholes; polyethylene encasements; maintaining flow; backfilling; installation of steel sleeve; installation of sewer carrier pipe; grouting required to fill the voids between the inside of steel sleeve and the outside of sewer carrier pipe; preparation, submittal and approval of all required shop drawings and designs; cleaning; 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.

In addition, included in the price hereunder shall be the cost of all labor and materials necessary to remove all specified or ordered existing sewers, manholes, structures and appurtenances that may be in the line of the work and do all work incidental thereto, all in accordance with **Subsections 1.06.12** and **1.06.27** of the specifications and as directed by the Engineer.

Payment for Ductile Iron Pipe Sewers In Steel Sleeves will be made under the Item Number as calculated below:

The Item Numbers for Ductile Iron Pipe Sewers In Steel Sleeves have eleven characters. (The decimal point is considered a character, the third character.)

- (1) The first five characters shall define Ductile Iron Pipe Sewers In Steel Sleeves: 50.43
- (2) The sixth character shall define the Type of Sewer Effluent:

S - Sanitary Sewer

M - Storm Sewer

C - Combined Sewer

(3) The seventh character shall define the Class of Sewer Ductile Iron Pipe. (Note: All Ductile Iron Pipe for Sewers is Class 56. Class 54 is provided on a special case basis only.):

6 - Class 56

4 - Class 54

(4) The eighth and ninth characters shall define the Diameter of the Ductile Iron Pipe Sewer Carrier Pipe. (The eighth and ninth characters representing the unit of inches for the Diameter of the Ductile Iron Pipe Sewer Carrier Pipe.) See examples below:

08 - 8"

12 - 12"

(5) The tenth and eleventh characters shall define the Diameter of the Steel Sleeve Pipe. (The tenth and eleventh characters representing the unit of inches for the Diameter of the Steel Sleeve Pipe.) See examples below:

30 - 30" 66 - 66"

(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
50.43S61030 50.43S61230 50.43S61630 50.43S61836 50.43S62442 50.43S63048 50.43S64260 50.43S64260 50.43S64260 50.43M61230 50.43M62442 50.43M63654	10" D.I.P. CLASS 56 SANITARY SEWER IN 30" STEEL SLEEVE 12" D.I.P. CLASS 56 SANITARY SEWER IN 30" STEEL SLEEVE 16" D.I.P. CLASS 56 SANITARY SEWER IN 30" STEEL SLEEVE 18" D.I.P. CLASS 56 SANITARY SEWER IN 36" STEEL SLEEVE 24" D.I.P. CLASS 56 SANITARY SEWER IN 42" STEEL SLEEVE 30" D.I.P. CLASS 56 SANITARY SEWER IN 48" STEEL SLEEVE 36" D.I.P. CLASS 56 SANITARY SEWER IN 54" STEEL SLEEVE 42" D.I.P. CLASS 56 SANITARY SEWER IN 60" STEEL SLEEVE 42" D.I.P. CLASS 56 SANITARY SEWER IN 66" STEEL SLEEVE 48" D.I.P. CLASS 56 STORM SEWER IN 30" STEEL SLEEVE 12" D.I.P. CLASS 56 STORM SEWER IN 42" STEEL SLEEVE 36" D.I.P. CLASS 56 STORM SEWER IN 42" STEEL SLEEVE 36" D.I.P. CLASS 56 STORM SEWER IN 54" STEEL SLEEVE	L.F. L.F. L.F. L.F. L.F. L.F. L.F. L.F.
50.43C61630 50.43C63048 50.43C64866	16" D.I.P. CLASS 56 COMBINED SEWER IN 30" STEEL SLEEVE 30" D.I.P. CLASS 56 COMBINED SEWER IN 48" STEEL SLEEVE 48" D.I.P. CLASS 56 COMBINED SEWER IN 66" STEEL SLEEVE	L.F. L.F. L.F.
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(17)<u>Refer</u> to Section 5.05C - Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method, Subsection 5.05C.6 - Separate Payment, third paragraph, second line, Page V-49

**Change** the word, "nine", to "eleven":

(18)<u>Refer</u> to Section 5.11 - Outfall Structures, Subsection 5.11.2 - Materials, Page V-95: <u>Delete</u> from Subsection 5.11.2, paragraph (A) in its entirety: Substitute the following:

(A) Concrete used for outfall structure (including headwalls, reinforced concrete sewer outfalls, cradles and encasements, chambers, manholes and catch basins) shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**; and, shall contain entrained air of six percent (6%), and a corrosion inhibitor. The corrosion inhibitor shall consist of a calcium nitrite solution, containing 30 ±2% calcium nitrite solids by weight and having a specific gravity of 1.27 ±0.02. The corrosion inhibitor when used in the manufacturing process shall not produce a significant amount of chloride ions in the final product (less than 1,000-ppm). The ph shall be greater than 8. The admixture shall not contain chemicals that produce a condition injurious to the quality and durability of the concrete or reinforcing steel. Calcium nitrite, which acts as an accelerator, may be used in conjunction with compatible retarding admixtures to control setting time and workability of the concrete, consult the manufacturer of the product. The corrosion inhibitor must be added to the mix immediately after air entraining and retarding admixtures have been introduced into the batch. Acceptance of calcium nitrite based corrosion inhibitor shall be based upon it being listed in the most current New York State Department of Transportation's "Approved List Of Calcium Nitrite Based Corrosion Inhibitors".

(19)<u>Refer</u> to Section 5.18A - Sewer Cleaning, Subsection 5.18A.3 - Disposal, Page V-124:

<u>Delete</u> from Subsection 5.18A.3, the first paragraph in its entirety:

<u>Substitute</u> the following:

All material removed from the sewers and sewer portions through the manholes under this contract shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.

(20)<u>Refer</u> to Section 5.23 - Decking, Subsection 5.23.1 - Description, Page V-161:

<u>Delete</u> from Subsection 5.23.1, the third paragraph in its entirety:

<u>Substitute</u> the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

- (21)<u>Refer</u> to Section 5.23 Decking, Subsection 5.23.4 Design Criteria, Page V-162: <u>Add</u> the following to Subsection 5.23.4:
  - (C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.
- (22)<u>Refer</u> to Subsection 5.32.4 Specific Pavement Restoration Provisions, Page V-185: <u>Add</u> the following to Subsection 5.32.4:
  - (E) Specific Pavement Restoration Provisions:
    - (1) Within the limits of the highway rehabilitation the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWXS311V1.
- (23)<u>Refer</u> to Section 5.36 Additional Earth Excavation Including Test Pits, Subsection 5.36.4 Price To Cover, Paragraph (3), fifth line, Page V-195:

  <u>Change</u> 16", to 16'.

# D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

- (1) Refer to Subsection 1.06.3 Hours Of Work, Page I-4: Add the following to Subsection 1.06.3:
  - (A) HOLIDAY CONSTRUCTION EMBARGO A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers <u>are not</u> required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

# http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

- * Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <a href="http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml">http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml</a>
- (2) Refer to Subsection 1.06.27 Salvageable Materials, Page I-14:

<u>Delete</u> the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:

**Substitute** the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

(3) Refer to Standard Water Main Specifications (August 1, 2009), Subsection 1.06.29 - Contractor To Provide For Traffic, Page I-15:

Add the following to Subsection 1.06.29:

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 1.06.29 - Contractor To Provide For Traffic** of this addendum.

(4) Refer to Section 1.08 - Miscellaneous Provisions, Page I-19:

**Delete Subsection 1.08.2 - Vendors** in its entirety:

Substitute the following new Subsection 1.08.2:

#### 1.08.2 **VENDORS**

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

(5) <u>Refer</u> to Section 1.08 - Miscellaneous Provisions, Page I-20:

Add the following new Subsection 1.08.7:

## 1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

(6) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-11:

<u>Delete</u> from Subsection 2.15.3, Reference Number D 3.2.1 together with its paragraphs in their entirety:

Substitute the following:

#### D 3.2.1 DELETE 3.2.1 to 3.2.9 of GS11 and SUBSTITUTE the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be

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manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

- (7) Refer to Section 2.15 Concrete, Subsection 2.15.3 Modifications, Page II-13: Add to Subsection 2.15.3, before Reference Number D 8.2 the following:
  - D 7.3.3 ADD the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

(8) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications. Page II-14:

<u>Delete</u> from **Subsection 2.15.3**, **Reference Number D 16.3** together with its paragraphs in their entirety:

Substitute the following:

D 16.3 Testing Service - ADD the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

(9) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:

<u>Delete</u> from <u>Subsection 2.15.3</u>, <u>Reference Number D 16.8</u> together with its paragraphs in their entirety:

Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - <u>ADD</u> the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

#### **CONCRETE TEST CYLINDERS**

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

(10)<u>Refer</u> to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) Add the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be

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employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) <u>Delete</u> from **Subsection 4.06.3**, the fourth paragraph in its entirety: **Substitute** the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than twelve (12) inches above the top of the barrel of the water main pipe to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from twelve (12) inches above the top of the barrel of the water main pipe to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

**(C)** <u>Delete</u> from **Subsection 4.06.3**, the seventh paragraph in its entirety: <u>Substitute</u> the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(11)Refer to Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3(F) - Bedding And Foundation Of Pipes, Page V-8:

<u>Delete</u> from **Subsection 5.02.3(F)**, Paragraph (5) - Pier And Plate, in its entirety: **Substitute** the following new Paragraph (5):

(5) Shallow Cover: Where mains 24-inches and smaller are laid with covers of 2'-0" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 42063-Y** or as directed by the Engineer.

Where mains 24-inches and smaller are laid with covers between 2'-6" and 2'-0", the Contractor shall provide steel plates only over the main with dimensions as shown on **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Where mains 30-inches and larger are laid with covers of 2'-6" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Covers over the new mains shall not be less than 1'-6".

(12)<u>Refer</u> to Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3 - Construction Methods, Paragraph (M) - Laying Temporary Connections, Page V-12:

Delete Paragraph (M), in its entirety:

Substitute the following:

(M) LAYING TEMPORARY CONNECTIONS AND INSTALLING TEMPORARY CAP ASSEMBLIES AND/OR BULKHEADS

PROJECT ID.: HWXS311V1

#### **ADDENDUM NO. 3**

- (1) When new water mains are laid and it becomes necessary to provide a temporary connection between the existing main and new mains laid under this contract (regardless of whether the new and existing water mains are in the same trench or are offset in two different trenches), the Contractor shall, if ordered, provide all labor, equipment and facilities for laying, maintaining and removing when directed, temporary connections and appurtenances. If City forces do laying of temporary connections, the Contractor shall make all required equipment and facilities available to them. No payment will be made for providing temporary house services which may be required when making a temporary connection between the existing and new main.
- (2) (a) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall consist of a 2-foot long spigot/spigot ductile iron pipe with a mechanical joint cap restrained to the pipe with a "wedge-type" retainer gland and a minimum 2-inch tap on the pipe section.
  - (b) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall be restrained and braced in a manner sufficient to support system working pressures, and thrust forces.
  - (c) The 2-inch tap required as part of the temporary cap assembly is to be utilized to allow air to escape while filling the main in addition to allow for proper flushing of the main.
  - (d) Restraint and bracing as well as temporary cap assemblies/bulkheads for water mains greater than 20" in diameter shall be submitted for approval by the Engineer prior to being utilized.
- (13)Refer to Section 5.02 Laying Ductile Iron Pipe And Fittings, Subsection 5.02.5 Price To Cover, Paragraph (10), Page V-16:

  Delete Paragraph (10), in its entirety:
  Substitute the following:
  - (10)(a) No separate or additional payment will be made to the Contractor for furnishing, delivering, installing, restraining, bracing and removing temporary cap assemblies/bulkheads for water

prices bid for all items of the contract.

(b) Payment for temporary valves (i.e. construction valves) and its associated fittings ordered by the Engineer during the course of the work to be installed will be paid for at the same rates as for valves and fittings permanently installed.

mains as ordered by the Engineer. The costs thereof shall be deemed included in the unit

- (c) If ordered by the Engineer, removal of valves (i.e. construction valves) and its associated fittings, including their transfer and disposal shall be deemed included in the prices bid for all items of the contract. No separate or additional payment will be made for this work.
- (d) Payment For Temporary Connections: When new mains are laid and it becomes necessary to provide a temporary connection between the existing and new mains the following method of payment shall apply: The Contractor shall be paid once for furnishing and delivering pipes and fittings used in temporary connections. The Contractor shall also be paid for laying the temporary pipe connection and fitting using the appropriate pipe laying item for each time that the Contractor is directed to use them throughout the project as directed by the Engineer.
- (14)<u>Refer</u> to Subsection 5.04.4 Furnishing, Delivering And Installing Steel Tee, Paragraph (5), Item Numbers list. Page V-23:

<u>Delete</u> Item No. "60.23ST20T48", together with Description "FURNISHING, DELIVERING AND INSTALLING 48-INCH X 20-INCH STEEL TEE", and Pay Unit "EACH":

(15)Refer to Section 5.05 - Furnishing And Delivering Gate Valves, Page V-35:

ADDENDUM NO. 3 PROJECT ID.: HWXS311V1

# (A) <u>Delete</u> from Subsection 5.05.1 - Description, the first paragraph in its entirety: Substitute the following:

This specification describes furnishing and delivering of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be furnished and delivered by the Contractor on the contract.

**(B)** <u>Delete</u> from **Subsection 5.05.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

### (16)Refer to Section 5.06 - Setting Gate Valves, Page V-38:

**(A)** <u>Delete</u> from **Subsection 5.06.1 - Description**, the first paragraph in its entirety: <u>Substitute</u> the following:

This specification describes the installation of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves. It also describes the installing of manhole frames (skirts and heads) and covers.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be installed by the Contractor on the contract.

(B) <u>Delete</u> from Subsection 5.06.2 - Materials, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

(17)<u>Refer</u> to Section 5.23 - Decking, Subsection 5.23.1 - Description, Page V-73: <u>Delete</u> from Subsection 5.23.1, the third paragraph in its entirety: <u>Substitute</u> the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

# (18)Refer to Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria, Page V-74: Add the following to Subsection 5.23.4:

- (C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.
- (19)<u>Refer</u> to Standard Water Main Specifications (August 1, 2009), **Section 5.32 Final Restoration Of Pavements**, Page V-99:

Add the following to Subsection 5.32.4 - Specific Pavement Restoration Provisions:

**PROJECT ID.: HWXS311V1** 

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 5.32.4 - Specific Pavement Restoration Provisions** of this addendum.

(20)Refer to Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover, Paragraph (3), fifth line, Page V-114:

Change 16", to 16'.

END OF ADDENDUM NO. 3
This Addendum consists of twenty-eight (28) pages.

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

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF THE BRONX
CITY OF NEW YORK

#### ADDENDUM NO.4

# DATED: October 8, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

- 1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
  - A. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages A4-3 through A4-13)
  - B. Schedule U-1 (Page A4-14)
  - C. Schedule U-2 (Con Edison Utility Company) (Pages A4-15 through A4-19)
  - D. Section U-3 Page A4-20 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010,) in this Addendum
  - E. Utility drawings consisting of:
    Con Edison General Notes / CET Items 802A & 802B (1)
    Con Edison Electric Conduit Utility Plate (1)
    Con Edison Gas Plate Utility (1), attached to the Plans.
- 2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
- 3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:
  - A. Section U, ¶4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to

- a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.
- B. Section U, ¶2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. Section U informs the Contractor that the City has entered into a Utility Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A4-13, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. Section U, ¶14, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Addendum, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

# Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; Articles 1.06.14 through 1.06.17 of the General Provisions of the Standard Water Main Specifications of the New York City Department of Environmental Protection, dated August 1, 2009; and/or Articles 1.06.14 through 1.06.17 of the Standard Sewer Specifications of the New York City Department of Environmental Protection, Dated August 1, 2009; as applicable, are amended and will be implemented as follows:

## 1. Pre-engineering:

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Section U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

## 2. Means and methods for City work:

- a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she has reviewed the section 'U' package and that he/she will be required to perform the public work in the presence of energized

electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

# 3. Field inspection prior to construction:

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 — Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

## 4. Compensation for interference work:

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all

necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). (Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors.

### 5. Interference Agreement:

- 1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
- 2. Furthermore, in Section U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

# 6. City contract work to continue without Interference Agreement:

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a

daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner.

- 1. Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the utility companies. These certified records may be used by the contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The contractor will be required to perform City work while invoices are submitted by the contractor to the Utility companies for payment within 30 days, or while compensation disputes between contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
- 2. All issues related to utility work and/ or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
- 3. The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/ or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
- 4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 and/ or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit

the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/or Section 24-521 as applicable.

5. Utility delays caused by utility capital work not listed in Schedule U2 and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).

## 7. Extra utility work with Utility Agreement:

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

- 1. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
- 2. Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph (6), above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
- 3. Advise the Contractor and the City in writing that it intends to perform the necessary utility Work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.

4. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph (6), including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

# 8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to paragraphs 7.2, or 7.4, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this section.

### 9. Disputed utility work covered by a utility agreement:

The City Work will continue as described in paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily

basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records maintained by either party for Utility work performed pursuant to a Utility Agreement. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

## 10. Arbitration of utility work:

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- (a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- (b) No later than seven days prior to the first arbitration hearing, Company and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in paragraph 9.
- (c) The arbitration shall be conducted and concluded in two days.
- (d) On the morning of the first day of the arbitration, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Contractor questions about its claim and its presentation.
- (f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost

- records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (g) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- (h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- (i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- (j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- (k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (1) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- (m) The parties may, at any time, settle any matter submitted to arbitration.

#### 11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

### 12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

# 13. Cost of utility interference work:

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this section of the contract, if a Utility Agreement is executed between the contractor and utility company (ies). The provisions of this section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

### 14. Default declaration:

The Contractor agrees that the provisions of this section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

#### 15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

## 16. Facility operators:

The insurance requirements in Paragraph 12 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility Agreement with the contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an utility agreement between the contractor and such utility companies.

[End]

# "STANDARD UTILITY LETTER OF AGREEMENT"

(Name)

Deputy Commissioner, Infrastructure Division

Department of Design and Construction

30-30 Thomson Avenue Long Island City, NY 11101	
RE: <u>City Work Performed in the</u> Project No:	Presence of Private Utility Facilities
Dear (Name):	
	ed utility." The company agrees to abide by schedule listing the scope of work, including s of utility facilities to be supported and
Sincerely,	
By: Authorized Company Representative	
Title	
NOTARY PUBLIC	
CERTIFIED AS TO FORM AND LEGAL AUTHORITY:	
By:	

# **SCHEDULE U-1**

SCHEDULE U-1 LISTING OF COMPANIES NAMED FOR THIS CONTRACT

**HWXS311V1** 

<u>COMPANY NAME</u> <u>CONTACT NAME</u> <u>CONTACT TELEPHONE</u>

CON EDISON THERESA KONG 212-460-4834

CABLEVISION RICHARD HOUSE 718-861-7361

## SCHEDULE U-2

## FOR INFORMATION ONLY

# ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE FOR CONSOLIDATED EDISON

# HWXS311V1

Clifford Place Step Street/Walton Ave.

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	1
CET 101.3	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .3)	EA	2
CET 300	SPECIAL CARE EXCAVATION AND BACKFILING	C.Y.	4
CET 303	FURNISH, DELIVER AND INSTALL 3/8" CLEAN SAND BACKFILL	C.Y.	4
CET 330E-B.3	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .3)	L.F.	20
CET 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	12
T 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	S.F.	60
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	24
CET 802A	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	S.F.	18
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	L.F.	3

# CON EDISON SCOPE OF WORK SUPPORT AND PROTECTION

# HWXS311V1

Clifford Place Step Street/Walton Ave.

CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA
,	At the following locations:	
•	Clifford Place Step Street/Walton Ave.	
	Total quantity for CET 101.1 = 1	
CET 101.3	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .3)  At the following locations:	EA
	Clifford Place Step Street/Walton Ave.  Total quantity for CET 101.3 = 2	
CET 300	SPECIAL CARE EXCAVATION AND BACKFILING  At the following locations:  Clifford Place Step Street/Walton Ave.  AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	C.Y.
	Total quantity for CET 300 = 4	
CET 303	FURNISH, DELIVER AND INSTALL 3/8" CLEAN SAND BACKFILL  At the following locations:	C.Y.
	Clifford Place Step Street / Walton Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 303 = 4	
CET 330E-B.3	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .3)	L.F.
	At the following locations:  Clifford Place Step Street/Walton Ave.  AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	•
	Total quantity for CET 330E-B.3 = 20	
<b>CET 400</b>	TEST PITS FOR UTILITY FACILITIES	C.Y.
	At the following locations:	
	Clifford Place Step Street/Walton Ave.	
	Total quantity for CET 400 = 12	

# CON EDISON SCOPE OF WORK SUPPORT AND PROTECTION

#### HWXS311V1

Clifford Place Step Street/Walton Ave.

PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES **CET 403** S.F. At the following locations: Clifford Place Step Street / Walton Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 403 60 CONSTRUCTION FIELD SUPPORT REQUIRING A VERAGE SMALL SIZE CREW CAPABLE OF **CET 450.2 CRHRS** PERFORMING VARIOUS TASKS (TYPE .2) At the following locations: Clifford Place Step Street / Walton Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 450.2 SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS **CET 802A** S.F. At the following locations: Clifford Place Step Street / Walton Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total quantity for CET 802A 18 SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS **CET 802B** L.F. At the following locations: Clifford Place Step Street / Walton Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

3

Total quantity for CET 802B

# HWXS311V1 - Reconstruction of Clifford Place Step Street Borough of The Bronx

Schedule U-2: Scope of Work for CET items

CET ITEM	UNITS	TOTAL	DESCRIPTION	
101.1	EACH	1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	
350	LS		OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES	

# **CABLEVISION**

# For Information Only

# December 2013

# HWXS311V1 - Reconstruction of Clifford Place Step Street Borough of The Bronx

Schedule U-2:	Scope of Work	for CET items
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Schedule U-2: Scope of Work for CET items	
CET 101.1 UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	
@ THE FOLLOWING LOCATIONS INTERSECTION OF WALTON AVENUE & CLIFFORD PLACE CET 101.1 TOTAL	QTY(EA) 1 1
CET 350 OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES	
@ THE FOLLOWING LOCATIONS AS ENCOUNTERED & DIRCETED BY THE CABLEVISION FIELD REP CET 350 TOTAL	QTY(LS)

# SECTION U-3

(NO TEXT IN THIS SECTION)

# END OF ADDENDUM No.4

This Addendum consists of Twenty One (21) Pages And Three (3) Pages of Contract Drawings (NO TEXT ON THIS PAGE)

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

# **ADDENDA CONTROL SHEET**

BID OPE	ENING D	ATE:	March	27, 2014			· · · · · · · · · · · · · · · · · · ·
PROJEC	CT NO.:	HW>	<u>(S311V1</u>				
TITI E.	DECON	CTDI IC.	TION OF (	LIFFORD	PI ACE	STEP	STREE

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Highway Specs.		02/24/2014
#2: FHWA Addendum		12/24/2013
#3: Sewer and Water Main Specifications		10/21/2013
#4: Utility Specifications		10/08/2013
#5: Additional Amendments		03/25/2014
· · · · ·	·	

#### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

ADDENDUM NO. 5

DATED: March 25, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 3 of 3, page A1-2n in Addendum No. 1;

Delete Subsection 6.52CG.3. METHODS, in its entirety;
Substitute the following revised Subsection 6.52CG.3:

**"6.52CG.3. METHODS.** All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained, as approved by the Engineer, in controlling vehicular and pedestrian traffic at construction sites.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and active two-way radios shall be appropriate for use at roadway construction sites as approved by the Engineer.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item."

Project ID. HWXS311V1

- 2. Refer to the Bid and Contract Documents, Volume 1 of 3, page B 23 in Bid Schedule, Item No. 9.95 GLP (Sequence No. 077), GRANITE LIGHT POLE BASE;
  Delete the Bid Item No. 9.95 GLP (Sequence No. 077), GRANITE LIGHT POLE BASE, in its entirety;
  Substitite the words "NO TEXT".
- 3. See attached questions submitted by a Bidder and DDC's response.

### END OF ADDENDUM NO. 5

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of <u>two (2)</u> pages and <u>one (1)</u> page of attachement.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

MOHSEN ZARGARELAHI, P.E. Assistant Commissioner

	Name	of Bidde	r	
Ву:				

# Questions Submitted by Bidders

- QUESTION 1: Please provide additional information regarding Item 9.95 GLP, Granite Light Pole Base. No detail was given for this item in the plans, and our subs cannot give us an accurate price without it.
- Response 1: The Granite light pole base is called out on UDP-1 as "REMOVE, CLEAN, REPAIR AND REINSTALL EXISTING GRANITE LIGHT POLE PIERS. BOTH SIDES OF STAIR ITEM 8.26 RCF". No detail is required.
- QUESTION 2: Please provide additional information regarding the exact type of granite to be used for the dimensioned granite masonry, particularly the granite to be used for the granite stair treads, as it is difficult for us to get prices without this.
- Response 2: Type of granite to be used for all new granite items has been provided in section 9.95G Dimensioned Granite, paragraph 2.A. Ultimately, due diligence must be done by contractor to provide granite that matches existing as closely as possible to integrate old with new..

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

# **ADDENDA CONTROL SHEET**

BID OPENING DATE: April 2, 2014
PROJECT NO.: <u>HWXS311V1</u>
TITLE: RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Highway Specs.		02/24/2014
#2: FHWA Addendum		12/24/2013
#3: Sewer and Water Main Specifications		10/21/2013
#4: Utility Specifications		10/08/2013
#5: Additional Amendments		03/25/2014
#6: Additional Amendments		03/27/2014
	·	

#### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

ADDENDUM NO. 6

DATED: March 27, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

- 1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3,
  Attachment 1 Bid Information on Page A-1;
  Change the dates shown for Submission of Bids and for Bid
  Opening from "MARCH 27, 2014" to read "APRIL 2, 2014".
- 2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Bid Booklet, Page 13;
  Change the dates shown for Bid/Proposal Response Date from "MARCH 27, 2014" to read "APRIL 2, 2014".
- 3. Refer to the Bid and Contract Documents, Addendum No. 5, page A5-2, Article 2; Change the Sequence No. shown from "077" to "076".

# **END OF ADDENDUM NO. 6**

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

MOHSEN ZARGARELAHI, P.E. Assistant Commissioner

	Name of Bidder	
Ву:		



# INFRASTRUCTURE DIVISION BUREAU OF DESIGN

# **VOLUME 3 OF 3**

PROJECT ID: HWXS311V1

RECONSTRUCTION OF CLIFFORD PLACE STEP STREET

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC WORK

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

	Contractor.
Dated	 