



**PROJECT NO. PW311S15C**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY AND SITE SUPPORT  
30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE NUMBER (718) 391-1000  
WEBSITE [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)**

**LAW**

# **BID BOOKLET**

**FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY  
AND REQUIRED FOR:**

**TAKING OF DEEP LAND BORINGS WITHIN  
FIVE BOROUGHES OF THE CITY OF  
NEW YORK**

**VOLUME 1 OF 2**

**PREPARED BY THE DIVISION OF SAFETY AND SITE  
SUPPORT BUREAU OF ENVIRONMENTAL AND  
GEOTECHNICAL SERVICES**



**NOVEMBER 2014**

**15-036**



**Bid Tab**

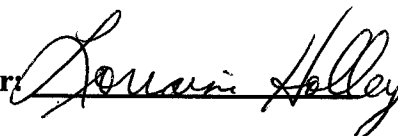
<b>Description</b>	<b>TAKING OF DEEP LAND BORINGS WITHIN FIVE BOROUGHES OF THE CITY OF NEW YORK</b>		
<b>Bid Date</b>	<b>2/3/2015</b>	<b>FMS ID</b>	<b>PW311S15C</b>
<b>Estimated Cost</b>	<b>\$2,000,000</b>	<b>PLA</b>	<b>No</b>
<b>Bid Security</b>	<b>NONE</b>	<b>Client Agency</b>	<b>Technical Support</b>
<b>Time Allowed</b>	<b>730 CCD</b>	<b>Contract Manager</b>	<b>Phyllis Lopez</b>
<b>Addendum</b>	<b>0</b>	<b>Project Manager</b>	<b>Jean Jean-Louis</b>
<b>PIN</b>	<b>8502015RQ0001C</b>	<b>E-PIN</b>	<b>85015B0008</b>
<b>Selective Bidding</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Consultant</b>	<b>In-House</b>

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<b>Bid Rank</b>	<b>Vendor</b>	<b>Bid Amount</b>	<b>Security Type</b>
<b>1</b>	<b>AQUIFER DRILLING AND TESTING, INC.</b>	<b>\$2,463,600.00</b>	<b>Not Required</b>
<b>2</b>	<b>ASSOCIATED ENVIRONMENTAL SERVICES, LTD.</b>	<b>\$2,952,600.00</b>	<b>Not Required</b>
<b>3</b>	<b>WARREN GEORGE, INC.</b>	<b>\$3,148,100.00</b>	<b>Not Required</b>

**Recorder: Melanie Sanchez – ext. 3430**

**Approver:**



June 10, 2015 (Revised October 21, 2015)

**CERTIFIED MAIL - RETURN RECEIPT REQUEST**

Aquifer Drilling and Testing, Inc.  
150 Nassau Terminal Road  
New Hyde Park, NY 11040

RE: FMS ID: PW311S15C  
E-PIN: 85015B0008001  
DDC PIN: 8502015RQ0001C  
Taking of Deep Land Borings within Five Boroughs  
of the City of New York  
**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$2,463,600.00\* submitted at the bid opening on February 03, 2015. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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

\*NOT TO EXCEED \$2,000,000.00

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

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

Sincerely,



Lorraine Holley

**QUALIFICATION FORM**

Past 5 years - 3 projects complete with similar scope

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: Aquifer Drilling & Testing, Inc.

Name of Project: Geotechnical Subsurface Exploration at various locations.

Location of Project: Nassau County, Suffolk County

Owner or Owner's representative who is familiar with the work performed:

Name: Tom Bayer  
Title: NYSDOT Office of Engineering Phone Number: 518-457-3583

Brief description of work completed: Geotechnical Borings and testing to obtain subsurface information for future DOT design projects

Was the work was performed as a prime or a subcontractor: Prime

Amount of Contract: \$497,058.00

Date of Completion: 2014

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Name of Contractor: Aquifer Drilling & Testing, Inc.

Name of Project: Taking of Land Borings at Various Locations

Location of Project: C-31358: Manhattan, Bronx

Owner or Owner's representative who is familiar with the work performed:

Name: Sadrul Hussain  
Title: PE Phone Number: 646-252-3617

Brief description of work completed: Geotechnical Borings and testing to obtain subsurface information for future NYC Transit Authority design projects

Was the work was performed as a prime or a subcontractor: Prime

Amount of Contract: C-31358: \$844,150.00

Date of Completion: 2013



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: Aquifer Drilling & Testing, Inc.

Name of Project: Taking of Land Borings at Various Locations

Location of Project: C-31355: Brooklyn, Queens, Staten Island

Owner or Owner's representative who is familiar with the work performed:

Name: Sadrul Hussain

Title: PE Phone Number: 646-252-3617

Brief description of work completed: Geotechnical Borings and testing to obtain subsurface information for future NYC Transit Authority design projects

Was the work was performed as a prime or a subcontractor: Prime

Amount of Contract: C-31355: \$844,150.00

Date of Completion: 2013

\*\*\*\*\*

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Owner or Owner's representative who is familiar with the work performed:

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

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

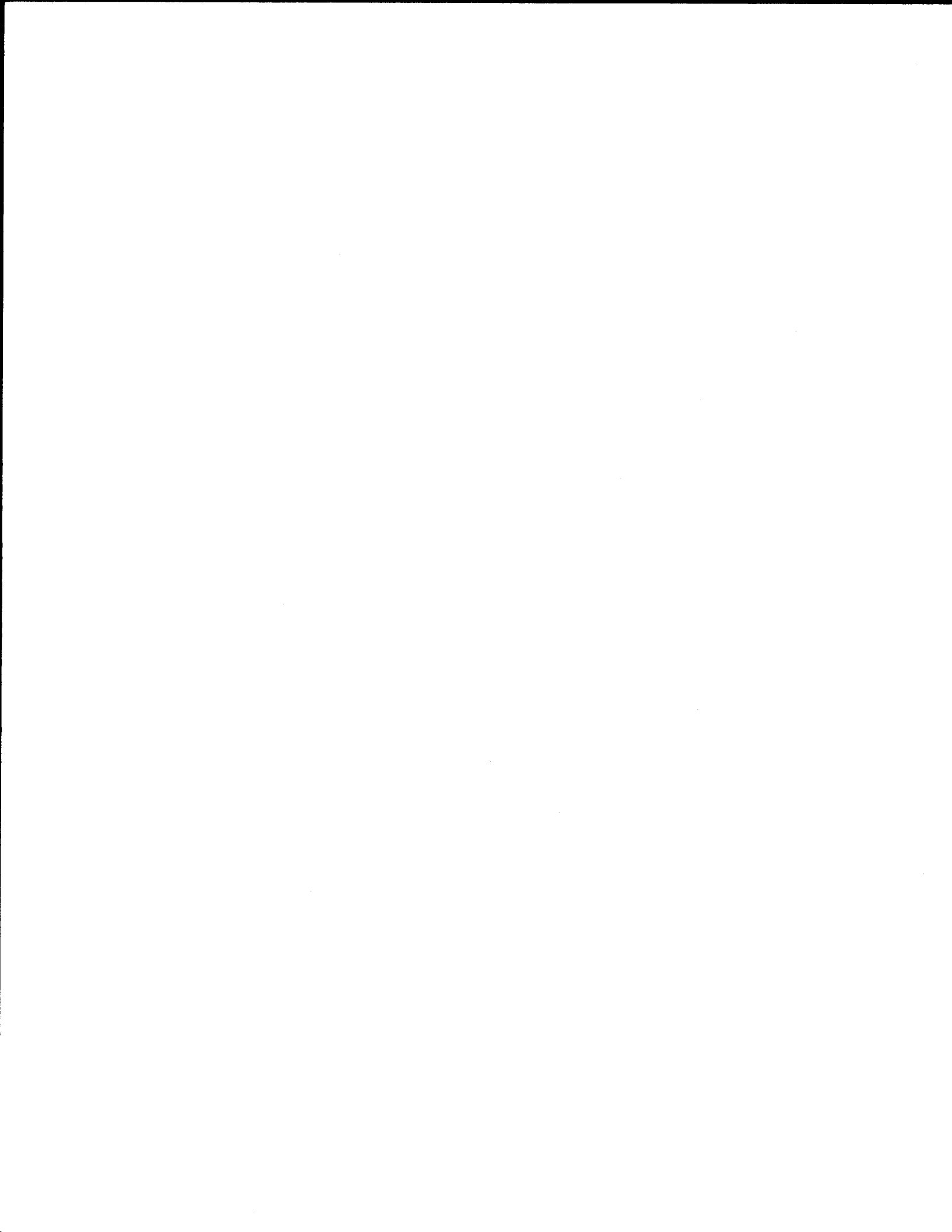
Brief description of work completed: \_\_\_\_\_

Was the work was performed as a prime or a subcontractor: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

Date of Completion: \_\_\_\_\_





**QUALIFICATION FORM**

2011, 2012, 2013 - each year at least \$1M completed projects; at least 1 project \$250K+ completed  
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: Aquifer Drilling & Testing, Inc.

Name of Project: Where & When Geotechnical Subsurface Explorations

Location of Project: Region 8: Columbia, Dutchess, Orange, Putnam, Rockland, Ulster & Westchester Counties.

Owner or Owner's representative who is familiar with the work performed:

Name: Stan Drozenski  
Title: Engineer in Charge Phone Number: 845-255-4778

Brief description of work completed: Geotechnical subsurface investigations for future NYDSOT design & projects.

Was the work was performed as a prime or a subcontractor: Prime

Amount of Contract: \$1,699,744,75

Date of Completion: 2011

\*\*\*\*\*

Name of Contractor: HMM / Hazen & Sawyer

Name of Project: Deep Test Boring Program

Location of Project: Rondout West Branch Bypass; RB-5 Newburgh NY

Owner or Owner's representative who is familiar with the work performed:

Name: Jonathan Taylor  
Title: Project Engineer Phone Number: 212-532-4111

Brief description of work completed: Various Geotechnical borings, sampling, testing, and instrumentation installation for NYSDEP project

Was the work was performed as a prime or a subcontractor: Prime

Amount of Contract: \$4,169,550.00

Date of Completion: 2012



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: Aquifer Drilling & Testing, Inc.

Name of Project: NYCDEP Office of Green Infrastructure - Bioswales

Location of Project: Various locations Citywide

Owner or Owner's representative who is familiar with the work performed:

Name: Paul Paparella  
Title: HMM/Pirnie, A Joint Venture Phone Number: 212-532-4111

Brief description of work completed: Geotechnical Borings and testing to obtain subsurface information for future Green Infrastructure practice design/implementation

Was the work was performed as a prime or a subcontractor: Prime

Amount of Contract: \$1,085,300.00

Date of Completion: 2013

\*\*\*\*\*

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Owner or Owner's representative who is familiar with the work performed:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of work completed: \_\_\_\_\_

Was the work was performed as a prime or a subcontractor: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

Date of Completion: \_\_\_\_\_



**BID FORM  
THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY & SITE SUPPORT**

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

**PROJECT ID: PW311S15C**

Name of Bidder: AQUIFER DRILLING & TESTING, INC.

Date of Bid Opening: TUES. FEB 3, 2015 @ 2PM

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

Place of Business of Bidder: 75 EAST 2ND STREET MINEOLA NY 11501

Bidder's Telephone Number: 516 616 6026 Fax Number: 516 616 6194

Bidder's E-Mail Address: SWOLF@aquiferdrilling.com

Residence of Bidder (If Individual): \_\_\_\_\_

If Bidder is a Partnership, fill in the following blanks:

Names of Partners

Residence of Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of New Jersey

Name and Home Address of President: H.L. Rexrode, Jr  
32 Hampton Pl. Garden City NY 11530

Name and Home Address of Secretary: Steve Wolf  
500 Browns Blvd Rockaway Point NY 11697

Name and Home Address of Treasurer: Joseph Miranda  
430 Hudson River Road Waterford NY 12188



## BID FORM

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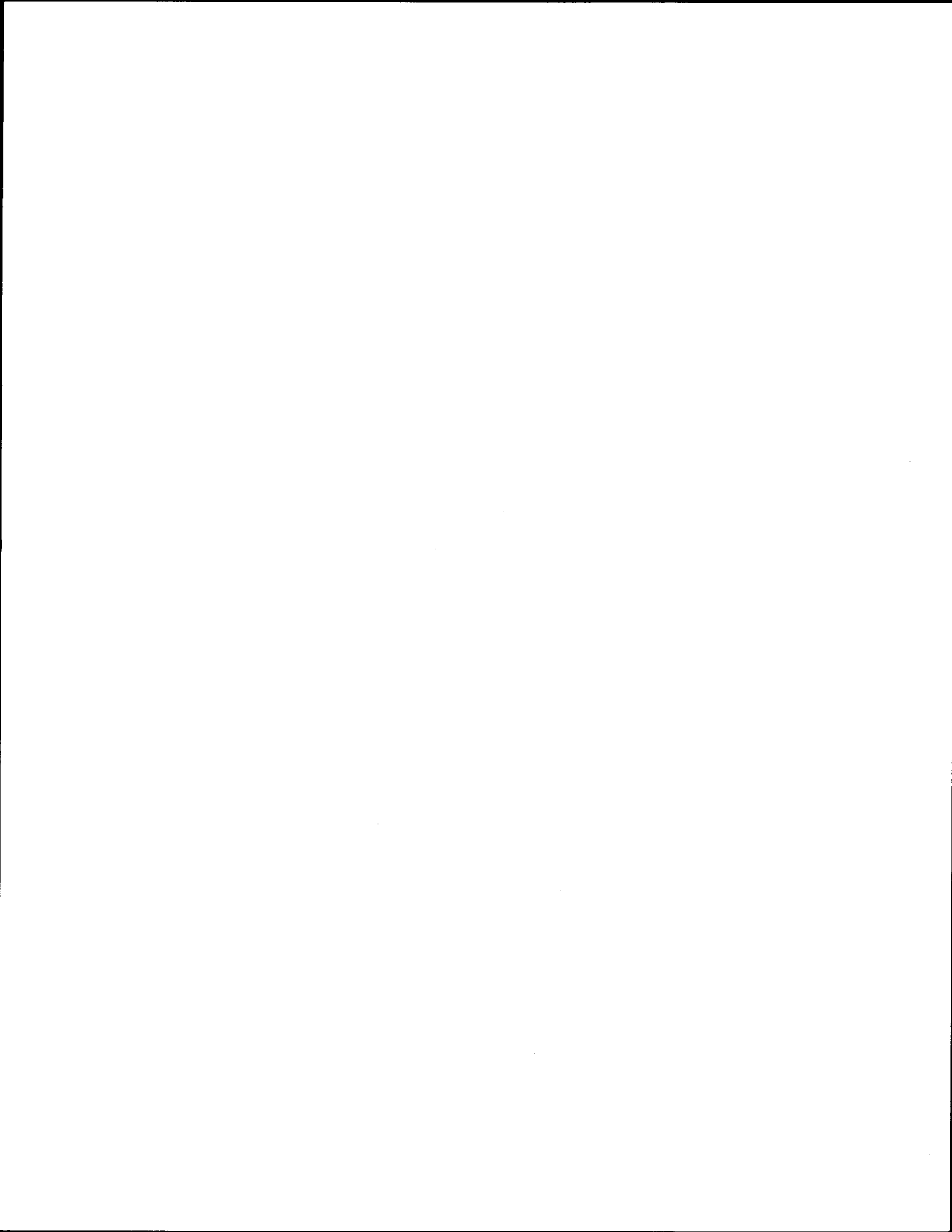
The above-named Bidder affirms and declares:

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 in this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

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





6. Compliance Report

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

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

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

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

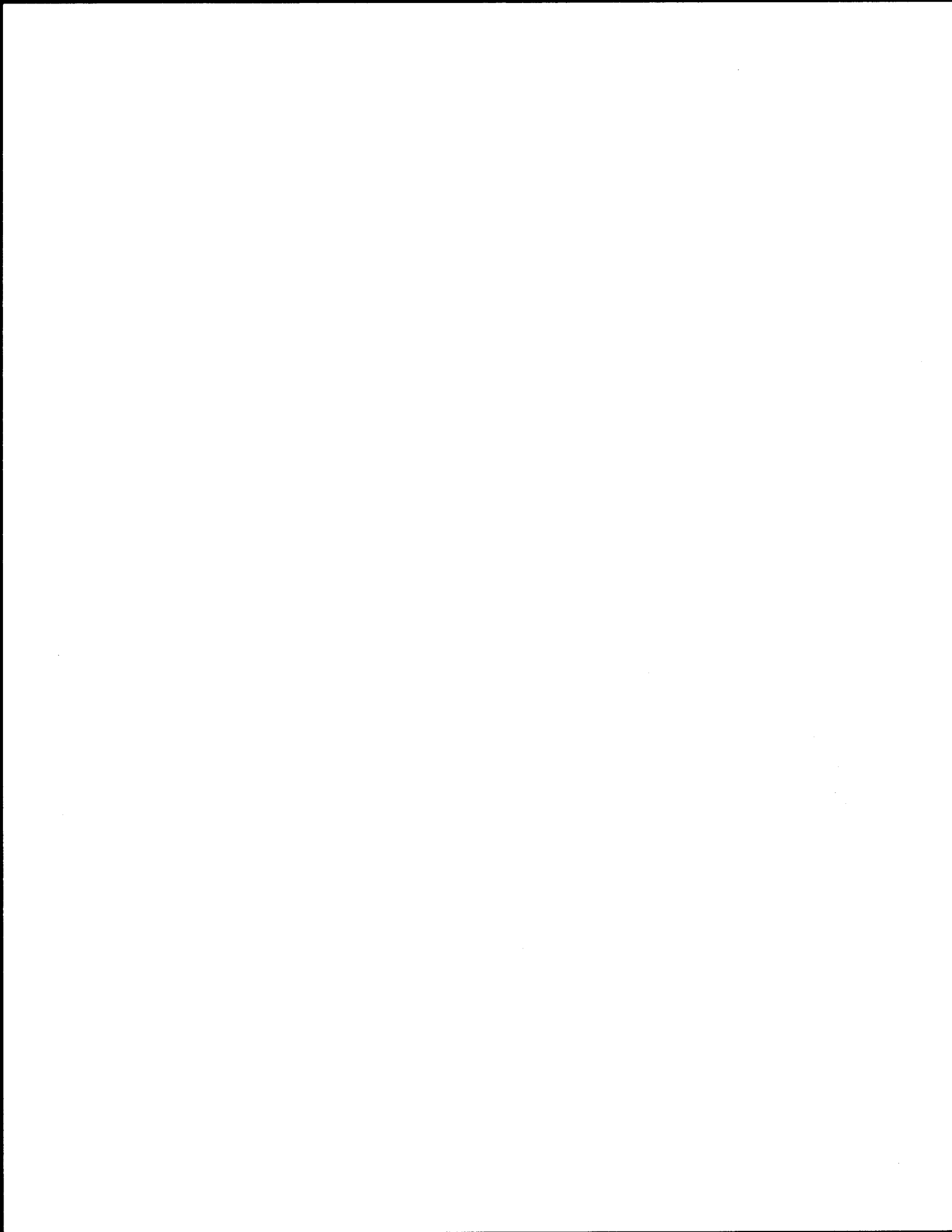
9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies,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

10. This section applies only if there are M/WBE Participation Goals for the Project.

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

**Section V: Vendor Certification and Required Affirmations:** I hereby:

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



**BID FORM**

**PROJECT ID: PW311S15C**

**TOTAL BID PRICE:** In the space provided below, the Bidder shall indicate its Total Bid Price in figures. The Total Bid Price is the Total for all Unit Price Items, as set forth on the final page of the Schedule of Unit Price Items. The Total Bid Price will be used for the purpose of comparing bids and determining the low bidder. The contract will be awarded to the lowest responsive and responsible bidder for a Total Not To Exceed Amount of \$2,000,000. Such an amount includes an Allowance for Additional Drilling and/or Boring Services in the amount of \$90,000.00 and an Allowance for Reimbursable Services in the amount of \$10,000.00. Payment for all required services will be in accordance with the Schedule of Unit Price Items.

**TOTAL BID PRICE:** The Bidder shall insert the Total for all Unit Price Items, as set forth on the final page of the Schedule of Unit Price Items (Page 9b).

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

\$ 2,463,600.00

2/3/15

**BIDDER'S SIGNATURE AND AFFIDAVIT**

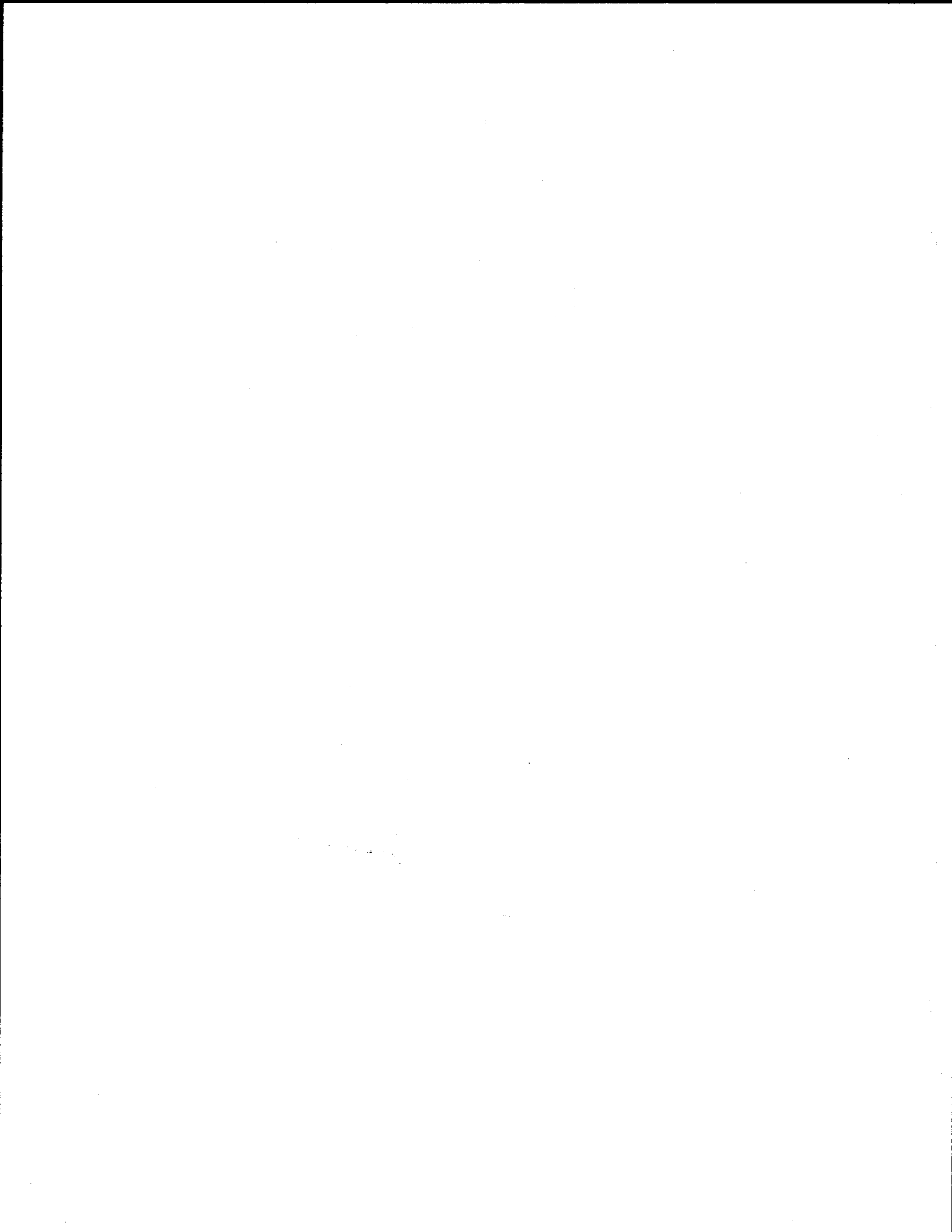
Bidder: Aquifer Drilling & Testing, Inc

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

[Signature]  
Secretary of Corporate Bidder

Attest:  
(Corporate Seal)

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



**BID FORM (TO BE NOTARIZED)**

\*\*\*\*\*

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

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

\*\*\*\*\*

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

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

being duly sworn says:

I am a member of \_\_\_\_\_ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

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

\*\*\*\*\*

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF NASSAU ss: MINEOLA

H.L. Rexrode, Jr

being duly sworn says:

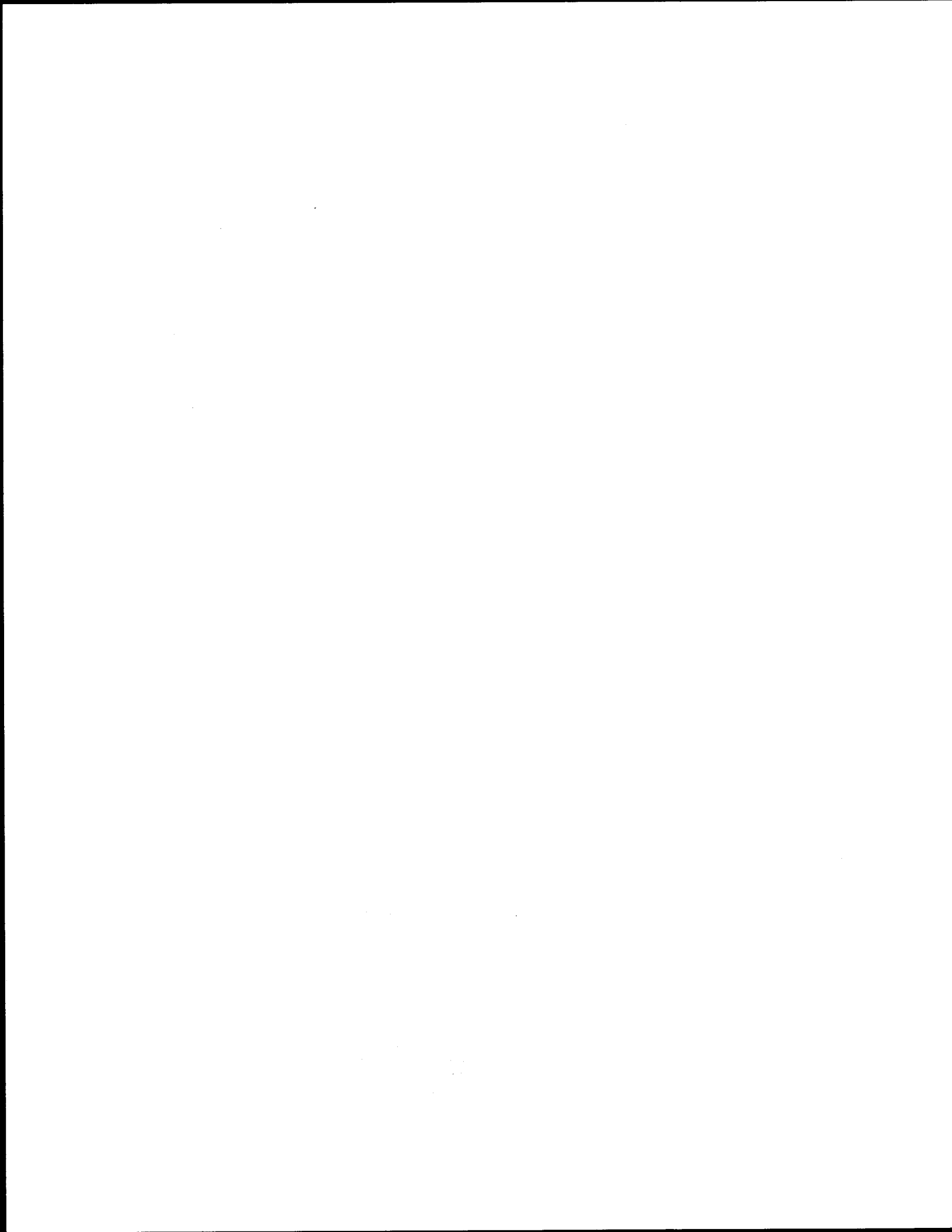
I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 32 HAMPTON PL, GARDEN CITY NY 11530  
I have knowledge of the several matters therein stated, and they are in all respects true.

[Signature]  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this 30<sup>th</sup> day of January 2015

[Signature]  
Notary Public

MELISSA PURDY  
Notary Public, State of New York  
Registration #01PU6304522  
Qualified In Nassau County  
Commission Expires May 27, 2018



**AFFIRMATION**

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except NONE

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: AQUIFER DRILLING & TESTING, INC.  
Address: 75 EAST 2nd STREET  
City MANHATTAN State NY Zip Code 11501

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:**

A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

-----

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

-----

C - Corporation  
EMPLOYER IDENTIFICATION NUMBER

11-2955932

By: [Signature]  
Signature

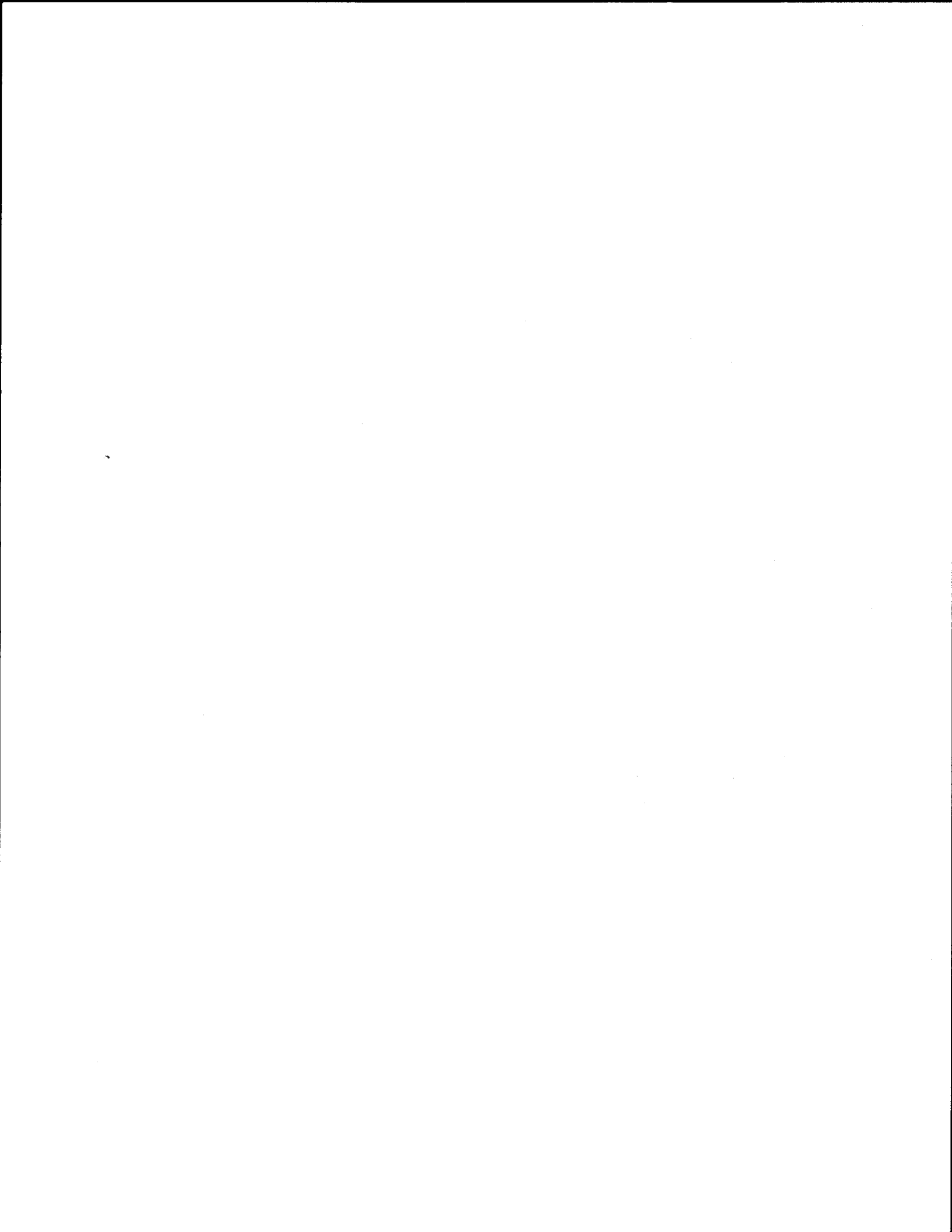
Title: PRESIDENT

If a corporation, place seal here

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

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





Deep Borings -  
RWA

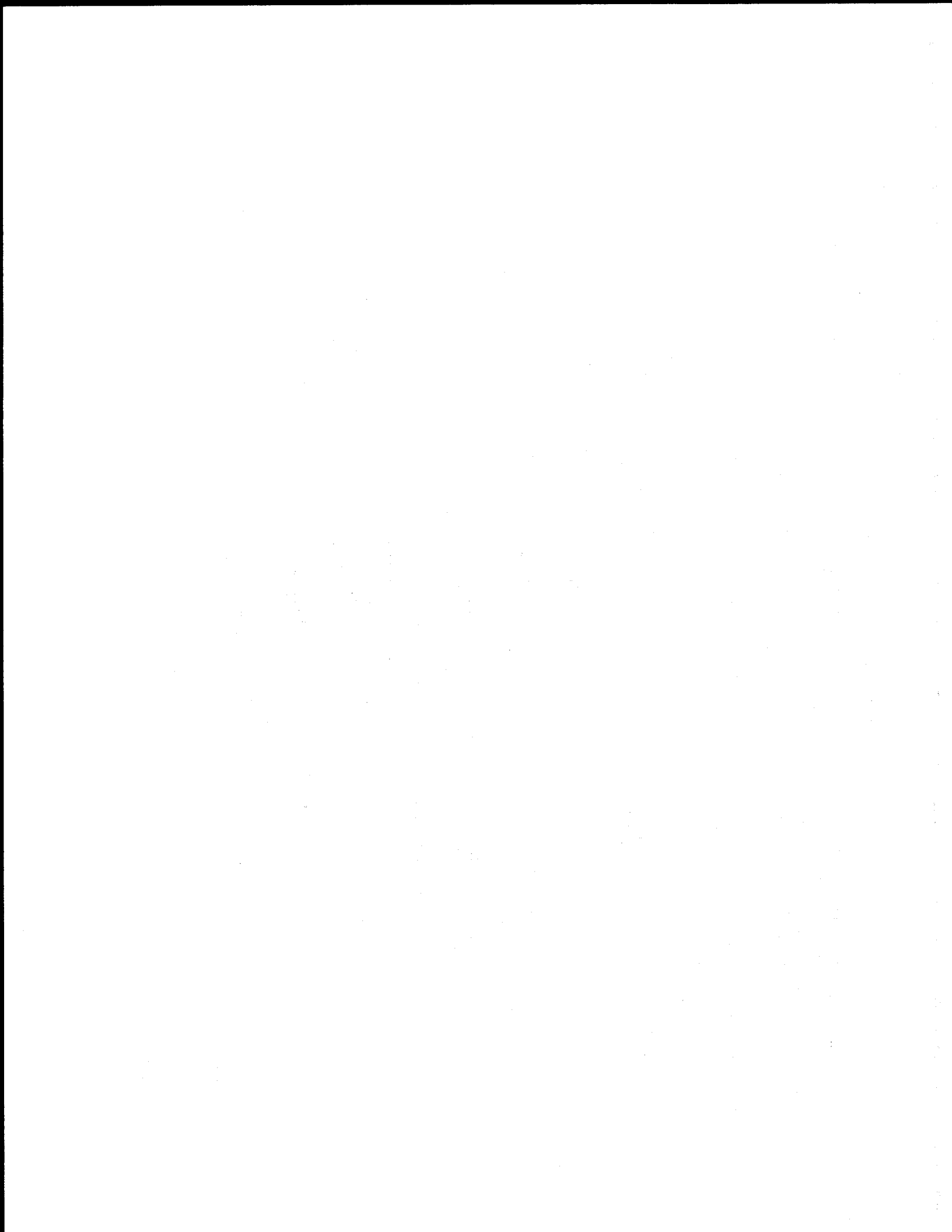
SCHEDULE OF UNIT PRICES

**Unit Prices:** The bidder shall submit Unit Prices for all items listed in the Schedule of Unit Prices. The Unit Price for each item shall include all costs and expenses for all work and drilling equipment necessary and required for the item, as set forth in the Detailed Specifications (Volume 2). Except as otherwise indicated in the Detailed Specifications, the Unit Price for each item shall include, without limitation, the following: labor, material, drilling rigs and equipment, appliances, overhead and profit. For any item that involves taking samples, the Unit Price shall also include all costs and expenses for preserving, boxing and delivering the sample.

**Extended Amount:** In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

**No Increase:** The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (2 years), and the extended term (1 year).

Item #	Description of Item (See Detailed Specifications)	Unit Price (In Figures)	Estimate of Quantities	Extended Amount (In Figures)
Item # 1 (Subdivision 1)	Sinking 4 inch or less casing (driven or drilled)	<u>49.00</u> Per linear foot	16,000 Feet	784,000.00
Item # 2 (Subdivision 1)	Mud or auger drilling	<u>49.00</u> Per linear foot	10,000 Feet	490,000.00
Item # 3 (Subdivision 2)	Obtaining a sample using a standard 2 inch split spoon barrel sampler	<u>25.00</u> Per sample	10,000 Samples	250,000.00
Item # 4 (Subdivision 2)	Obtaining a sample using a 3 inch split spoon barrel sampler	<u>25.00</u> Per sample	90 Samples	2,250.00
Item # 5 (Subdivision 3)	Obtaining a 3 inch undisturbed sample	<u>75.00</u> Per sample	100 Samples	7,500.00
Item # 6 (Subdivision 4)	Obtaining a core using a diamond drill bit	<u>65.00</u> Per linear foot	4,000 Feet	260,000.00
Item # 7 (Subdivision 5)	Construction of a 2 inch monitoring well with a minimum screen length of 10 feet (as per sketch of typical monitoring well)	<u>25.00</u> Per linear foot	8,000 Feet	200,000.00



Item #	Description of Item (See Detailed Specifications)	Unit Price (In Figures)	Estimate of Quantities	Extended Amount (In Figures)
Item # 8 (Subdivision 5)	Construction of a 4 inch monitoring well with a minimum screen length of 10 feet (as per sketch of typical monitoring well)	<u>10.00</u> Per linear foot	1,000 Feet	10,000.00
Item # 9 (Subdivision 5)	Well development using a clean submersible pump with a Teflon tube or laboratory cleaned, dedicated Teflon bailer	<u>275.00</u> Per Well	160 Wells	44,000.00
Item # 10 (Subdivision 10)	Obtaining Highway Core	<u>35.00</u> Per linear inch	100 Inches	3,500.00
Item # 11 (Subdivision 9)	Obtaining Pavement Core	<u>35.00</u> Per linear inch	1,000 Inches	35,000.00
Item # 12 (Subdivision 6)	Mobilization and Demobilization of required drilling rigs & equipment	<u>\$900</u> Per Rig/Project	285 Mobilizations	\$256,500.00
Item # 13 (Subdivision 7)	Furnishing, setting up and operating the Geoprobe, steam cleaner, including detergents, for decontaminating drilling equipment for environmental borings and monitoring wells.	<u>2,100.00</u> Per Day	25 Days	52,500.00
Item # 14 (Article 11: General Specifications)	Contractor Provided Arrow Board	<u>\$250</u> Per Day	24 Days	\$6,000.00
Item # 15 (Article 11: General Specifications)	Contractor Provided Crash Attenuator Truck	<u>\$800</u> Per Day	17 Days	\$13,600.00
Item # 16 (Subdivision 11)	Permeability / Percolation Tests/Test Pits	<u>325.00</u> Per hour	150 hours	48,750.00

Total for all Unit Price Items: \$ 2,463,600.00 \*

(Addition of Extended Amounts for Items #1-15)

\* The Bidder shall insert the Total for all Unit Price Items on the Bid Form on Page 10 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.

### 1. Bidder Information:

Company Name: AQUIFER DRILLING & TESTING, INC.

DDC Project Number: PW 311515C

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

yes Company has previously worked for DDC

### 2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	_____	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	_____	_____
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	✓	_____
Asbestos Abatement	_____	_____
Other (specify)		
<u>Geotechnical &amp; Environmental</u>		
<u>DRILLING &amp; TESTING</u>		

### 3. Experience Modification Rate:

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

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



YEAR	INTRASTATE RATE	INTERSTATE RATE
2014	.71	.71
2013	.71	.71
2012	.71	.71

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

**4. OSHA Information:**

NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

NO Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2013	197,888	8.085
2012	186,750	7.497
2011	188,265	2.125

2014 has not been calculated as of 01/30/2015  
 If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.





General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

**5. Safety Performance on Previous DDC Project(s)**

NO Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): \_\_\_\_\_  
 \_\_\_\_\_

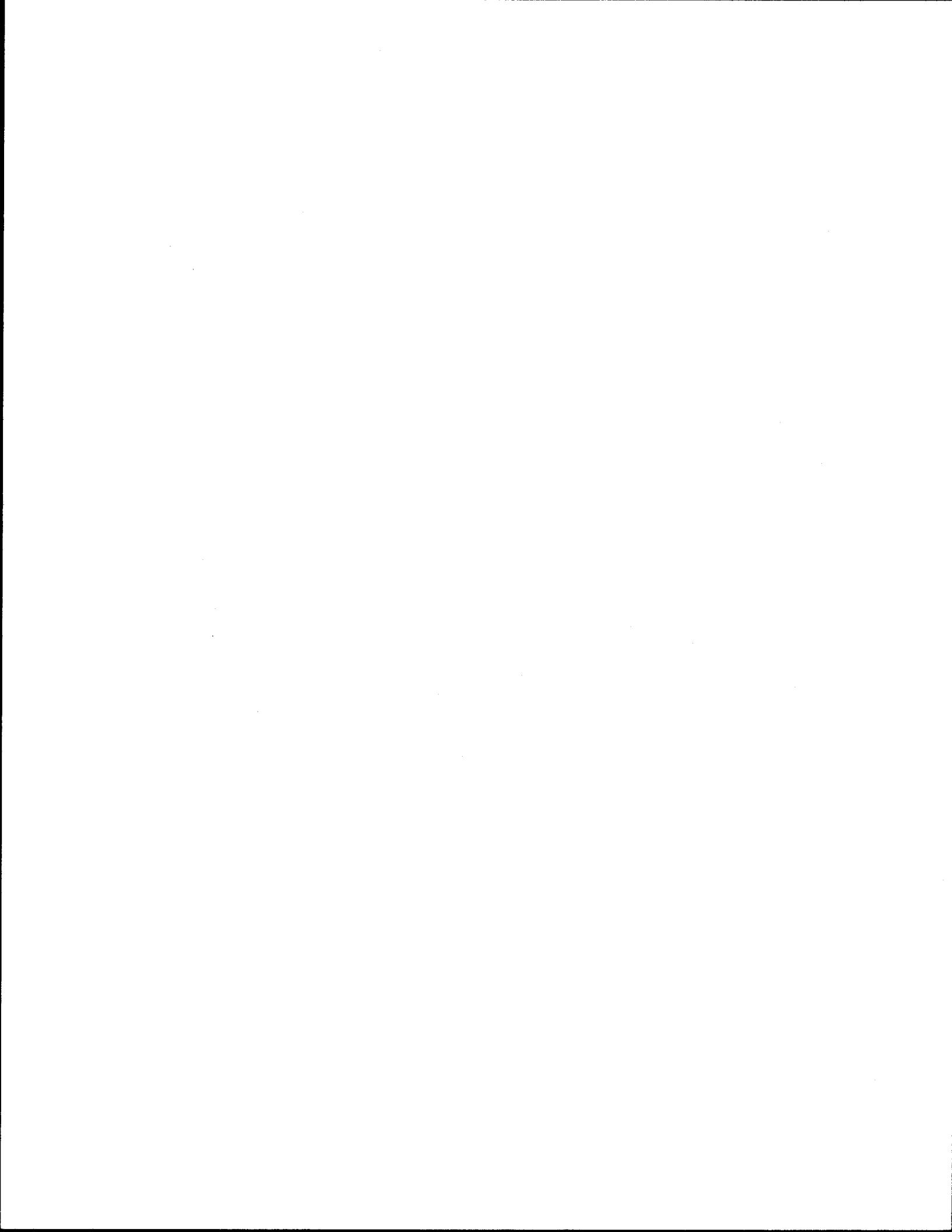
NO Accident on previous DDC Project(s).

NO Fatality or Life-altering Injury on DDC Project(s) within the last three years.  
 [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

Date: 01/30/2015

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

Title: President



# Log of Work-Related Injuries and Illnesses

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

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



Year 20 13

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

Form approved D4043 03-12-10

Employment name: **AQUIFER DRILLING & TESTING, INC.**

City: **MINEOLA** State: **NEW YORK**

## Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Helper)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Strain degree burns on right forearm from acrylonitrile tank)
1		DRILLER	01/31 monday	FIELD	STERNUM STRAIN
2		DRILLER	06/10 monday	FIELD	THUMB LACERATION
3		DRILLER	08/02 monday	FIELD	LEFT ANKLE FRACTURE
4		DRILLER	08/05 monday	FIELD	BROKEN FINGER / LACERATION
5		HELPER	08/30 monday	FIELD	LEFT ARM STRAIN
6		HELPER	09/09 monday	FIELD	LEFT ARM STRAIN
7		HELPER	09/10 monday	FIELD	DEBRIS IN LEFT EYE
8		HELPER	10/16 monday	FIELD	BRUISED THIGH
			/		
			/		
			/		
			/		

## Classify the case

CHECK ONLY ONE box for each case based on the most serious diagnosis for that case:

(a) Death	(b) Days away from work	(c) Restricted work activity or job transfer	(d) Other recordable cases
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

(K) Away from work	(L) On Job transfer or restriction	(M) Total days	Check the "injury" column or choose one type of illness:
9	9	9	(1) Fatigue <input type="checkbox"/>
10	10	10	(2) Skin disorder <input type="checkbox"/>
21	3	24	(3) Respiratory <input type="checkbox"/>
19	5	24	(4) Poisoning <input type="checkbox"/>
3	2	5	(5) All other <input type="checkbox"/>
38	2	40	(6) All other <input type="checkbox"/>

Page (total) 4 of 7

Be sure to transfer these totals to the Summary page (Form 3004) before you post it.

Page 4 of 7

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, including the OMB control number, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-2041, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.



# Summary of Work-Related Injuries and Illnesses

Year 20 13

U.S. Department of Labor  
Occupational Safety and Health Administration  
Form 300A-101 (11/11) rev. 04/11

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

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

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

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	4	2
(a)	(b)	(c)	(d)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
84	24
(e)	(f)

### Injury and Illness Types

Total number of ...	(1) Injuries (b)	8	(4) Poisonings	0
(1) Injuries	(2) Skin disorders	0	(5) Hearing loss	0
(2) Skin disorders	(3) Respiratory conditions	0	(6) All other illnesses	0
(3) Respiratory conditions				

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

While completing this collection of information is estimated to average 50 minutes per employer, including time to review the data, check, and update the data, record, and compile and review the collection of information. Requests are and required to request to the address of information unless it shows a company with OSHA Form 300A. If you have any comments about these estimates or any other aspect of this data collection, contact the Office of Statistical Analysis, Room N-3654, 200 Constitution Avenue, NW, Washington, DC 20370. Do not send the completed form to this office.

### Establishment information

Your establishment name AQUIFER DRILLING & TESTING, INC.

Street 75 EAST 2ND STREET

City MINEOLA State NY ZIP 11501

Industry description (e.g., Manufacturer of metal trim nails)

DRILLING SUBCONTRACTOR

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

1781

CR

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

237110

Employment information (If you don't have these figures, see the Worksheet on the back of this page for details.)

Annual average number of employees 95

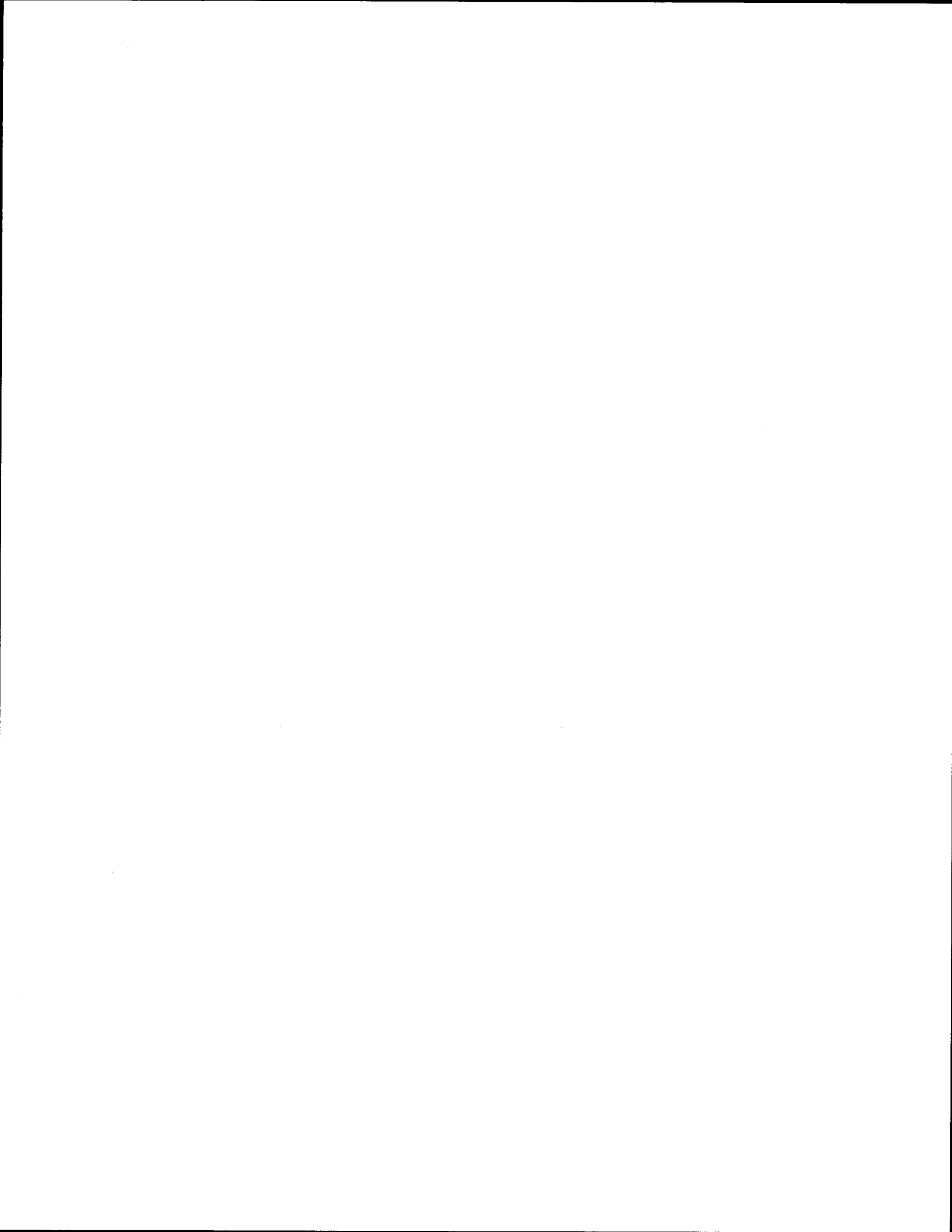
Total hours worked by all employees last year 197,888

### Sign here

Knowingly falsifying this document may result in a fine.

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

*[Signature]*  
 Title VICE PRESIDENT  
 Phone 516-616-6026  
2/1/14



# Log of Work-Related Injuries and Illnesses

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

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

Establishment name Applied Dynamics  
 City Muncie State IN

### Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Worker)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Landing deck north end)	(F) Describe injury or illness, parts of body affected, and objective/subjective evidence that directly injured or made person ill (e.g., Strain, degree burn on right forearm, joint arthroscopy test)
	HELPER	HELPER	1/14	JOB SITE	STRAINED BACK
	PM	PM	2/7	SHOP	HEAD TRAUMA
	WELDER	WELDER	3/6	SHOP	BROKEN RIGHT FOOT
	DRILLER	DRILLER	3/19	JOB SITE	BROKEN RIGHT ANKLE/FINGER
	DRIVER	DRIVER	5/1	JOB SITE	TWISTED ANKLE
	HELPER	HELPER	5/31	JOB SITE	CUT RIGHT FOOT
	DRILLER	DRILLER	9/23	JOB SITE	STRAINED BACK

### Classify the case

Check only one box for each case based on the most serious outcome for that case.

(1) Fatality	(2) Days lost or job transfer	(3) Restricted work activity or job transfer	(4) Medical treatment beyond first aid	(5) Significant injury or illness
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

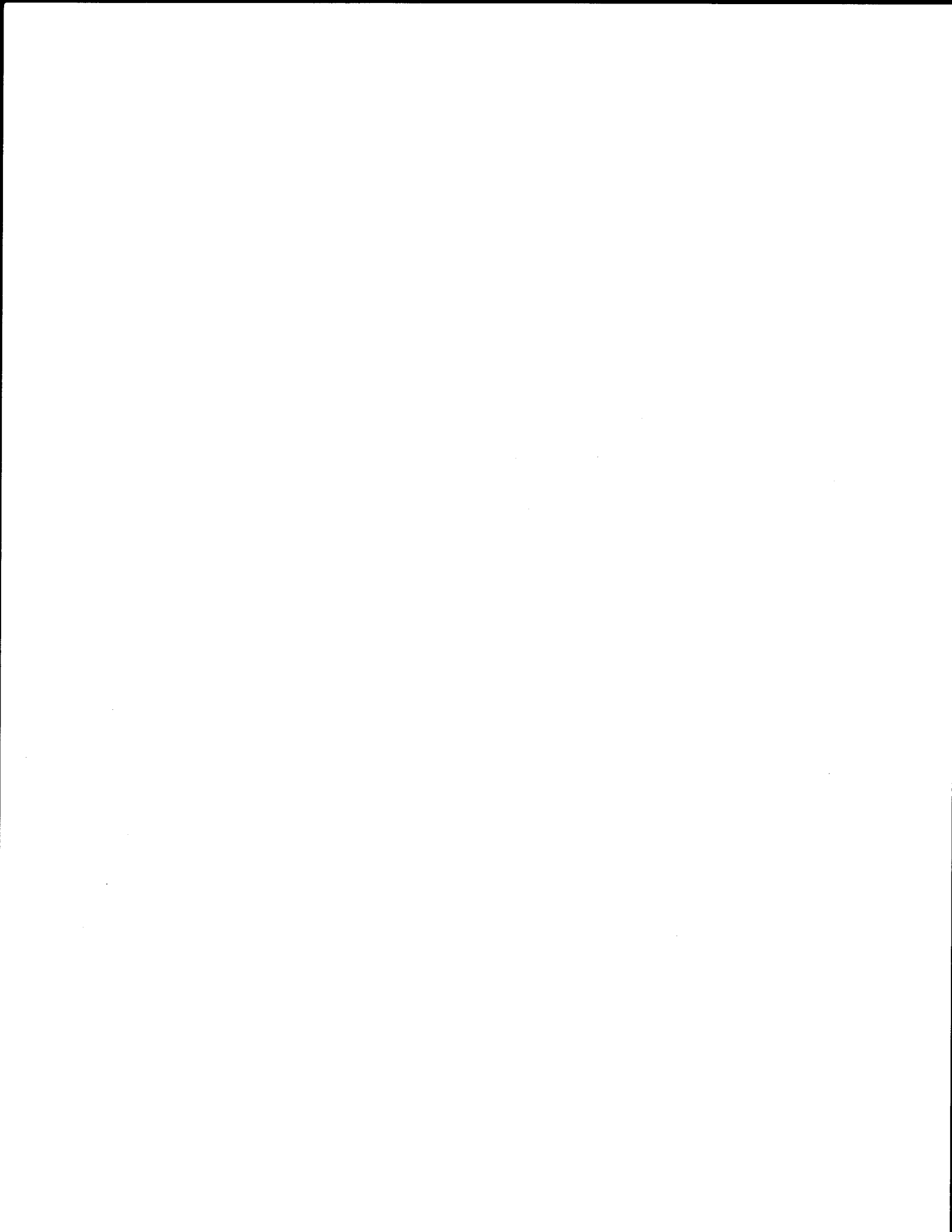
Away from work (K)	On job transfer or restriction (L)
45 days	42 days
3 days	10 days
10 days	6 days

Page total 5 of 7

OSHA Form 300 (Rev. 01/2004)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments to Washington, DC 20503. Do not send the completed forms to this office.





# Summary of Work-Related Injuries and Illnesses

Year 2010

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

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

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	4	2
(a)	(b)	(c)	(d)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
45	89
(e)	(f)

### Injury and Illness Types

(1) Injuries	7	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

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

While requesting funds for this collection of information is estimated to average 60 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information, persons are not required to respond to the collection of information unless it displays a currently valid OSHA control number. If you have any comments about these estimates or any other aspect of this data collection, contact the U.S. Department of Labor, OSHA, Office of Statistical Analysis, Room N-3711, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment Information

Your establishment name Expire Drilling & Testing, Inc

Street 15 East 2nd Street

City Watkins State NY ZIP 11551

Industry description (e.g., Maintenance of major public utilities)

Drilling

Standard Industrial Classification (SIC), if known (e.g., 3713)

1381

OR

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

237110

Employment information (If you don't have these figures, see the instructions on the back of this page for estimates.)

Annual average number of employees 100

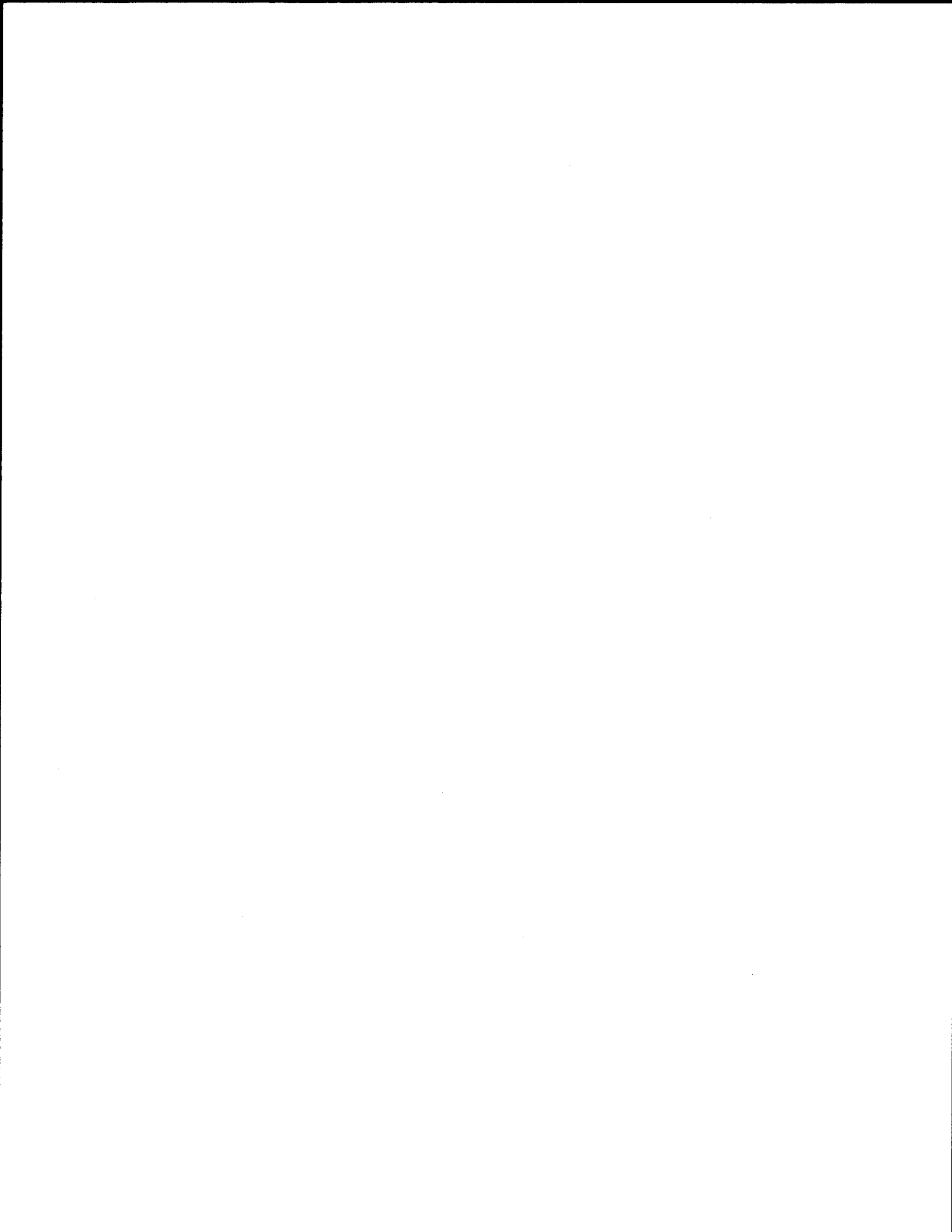
Total hours worked by all employees last year 180,750

Sign here

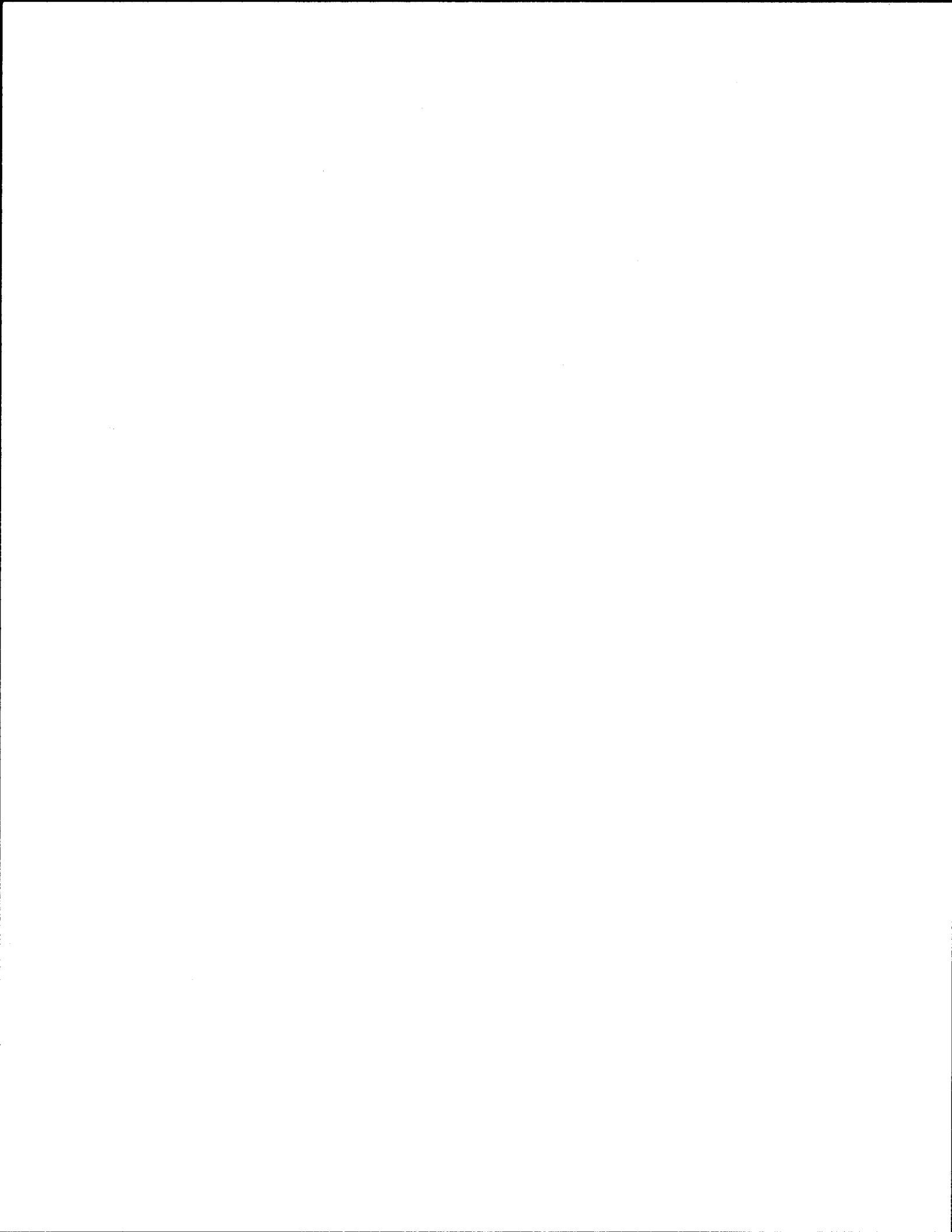
Knowingly falsifying this document may result in a fine.

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

[Signature] V.P.  
Company Executive  
Date 5/10/10 Title VP







# Summary of Work-Related Injuries and Illnesses

Year 20 11

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

Form approved OMB no. 1218-01

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

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

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

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (6)	2 (H)	0 (I)	0 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
4 (K)	510 (L)

### Injury and Illness Types

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

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

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

**Establishment Information**

Your establishment name: APURK DRILLING TESTING  
 Street: 75 East 2nd Street  
 City: MINEOLA State: NY ZIP: 11501

Industry description (e.g., *Manufacture of motor (truck) trailers*): Drilling  
 Standard Industrial Classification (SIC), if known (e.g., 3715): 1781

OR

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

**Employment Information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

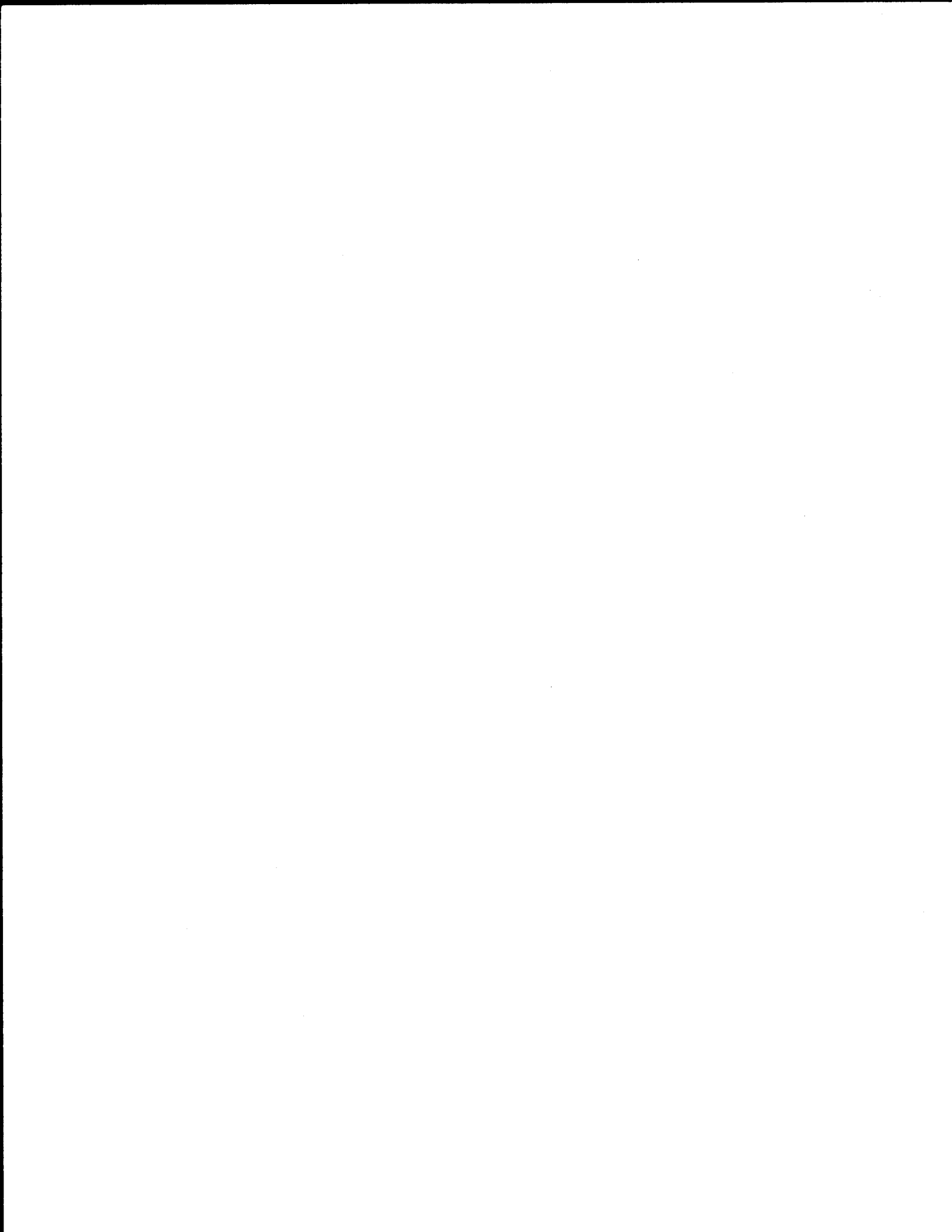
Annual average number of employees: 90  
 Total hours worked by all employees last year: 188,205

**Sign here**

Knowingly falsifying this document may result in a fine.

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

[Signature] VP  
 Company Name: APURK DRILLING TESTING  
 Title: VP  
 Date: 01/28/12



**A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER**

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Newburgh NY Rondout Bypass	sub	\$69,500.	2014	MARIE GRACIOSO JACOBS	John Murray 212-376-1319
NYS DOT NASSAUL SUFFOLK	prime	\$497,058.	2014	NYS DOT	Tom Bayer 518 457 3583
NYC DEP OGI citywide Bioswales	sub	\$173,799	2014	NYC DEP OGI	HDR/HBS JV Bill Leo 201-529-5151
GZAGreen/Environmental Hudson Yard HMM/Hazen	sub	\$74,975.	2014	GZA	Muktar Khatari 212-594-8140
OGI citywide Bioswales	sub	\$1,085,300.	2013	NYC DEP OGI	HMM Paul Paparella 212-532-4111
MTA NYCT Bk, QNS, Staten	prime	\$844,150.	2013	NYCTA	Sadrul Hussain 646-252-3617
MTA NYCT manh, Bx	prime	\$844,150.	2013	NYCTA	Sadrul Hussain 646-252-3617

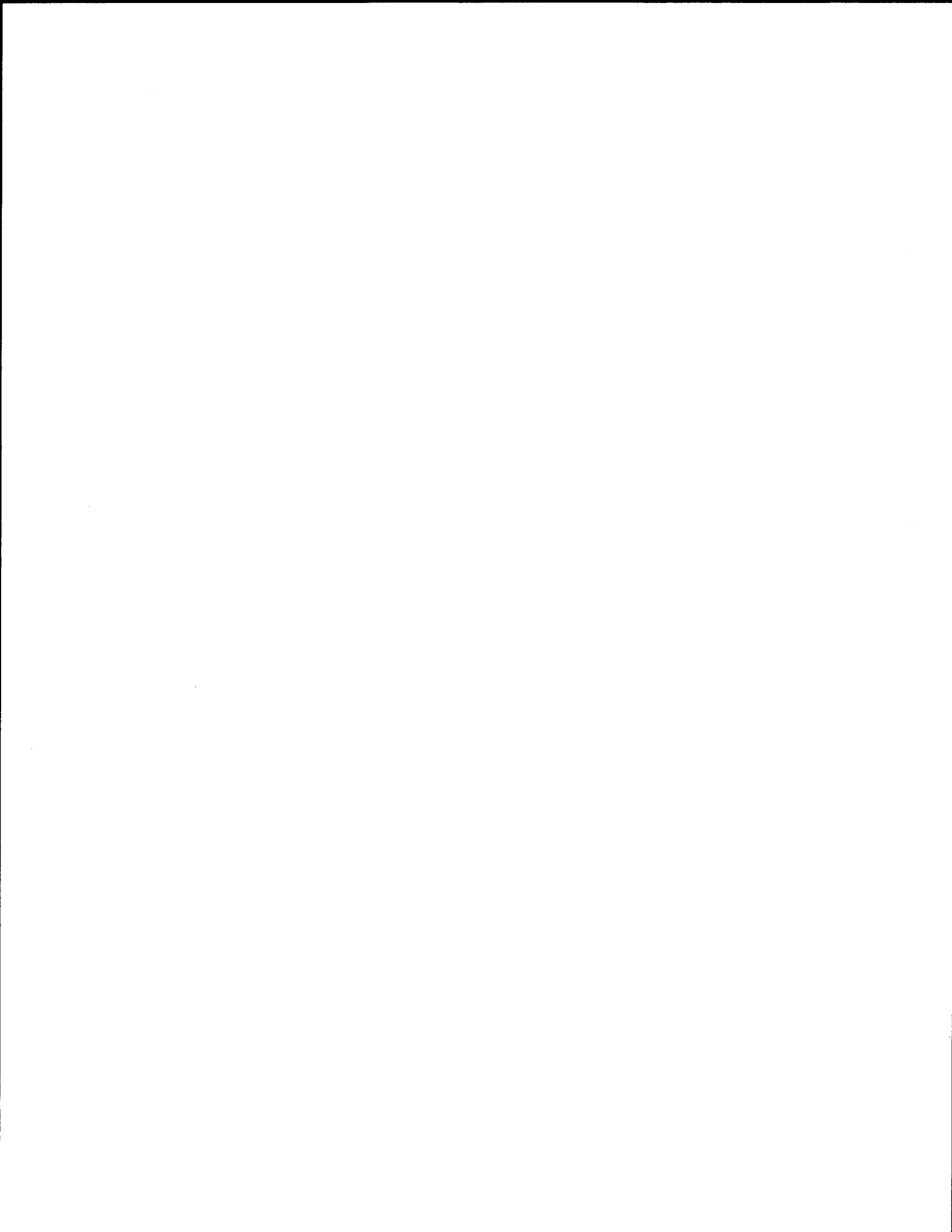




**B. PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER**

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

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
NYCSCA Various SCHOOLS	Prime	\$957,750.	\$0.	\$750,000 EST.	2016	NYCSCA 718-472-8008	Philip Cappelo
NYSDOT REGION 11	Prime	\$1,858,858.70	\$0.	\$250,000 EST.	2014	NYSDOT 845-255-4177	STON Drozanski
NYC TRANSIT BK. Q.S.I.	Prime	\$1,323,395.	\$0.	\$1.2m EST.	2017	NYC TRANSIT 646-252-3617	SADU Hussain
NYC TRANSIT M. Bx	Prime	\$1,521,240.	\$0.	\$1.3m EST.	2017	NYC TRANSIT 646-252-3617	SADU Hussain
City of Long Beach	Prime	\$281,055	\$0.	\$280,000 EST.	2015	City of Long Beach DPW 516-431-1011	BEACH
NYC DEP Q.S.I. ROADWAYS	SUB	\$868,810	\$0.	\$8,810 EST.	2015	BLACK + VEATCH MOLLY O'CONNOR 212-973-1339	BEATCH MOLLY O'CONNOR



**C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER**

List all contracts awarded to or won by the bidder but not yet started. **NONE.**

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



**VENDEX COMPLIANCE**

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

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

**Bid Information:** The Bidder shall complete the bid information set forth below.

Name of Bidder: AQUIFER DRILLING & TESTING, INC.  
Bidder's Address: 75 EAST 202 STREET MINERVA NY 11501  
Bidder's Telephone Number: 516-616-6026  
Bidder's Fax Number: 516-616-6194  
Date of Bid Opening: TUE FEB 3, 2015 @ 2PM  
Project ID: PW311515C

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

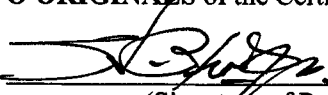
(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9<sup>th</sup> Floor, New York,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

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

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

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

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

By:   
(Signature of Partner or corporate officer)

Print Name: H.L. Rexrode, Jr.

[The main body of the page contains extremely faint and illegible text, likely bleed-through from the reverse side of the paper. No specific content can be transcribed.]

# Certificate of No Change Form



- Please fill in all the fields and DO NOT leave any field blank.
- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- 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, Steve Wolf, being duly sworn, state that I have read  
*Enter Your Name*

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

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

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

## Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: Aquifer Drilling & Testing, Inc.

Vendor's Address: 75 East 2nd Street, Mineola NY 11501

Vendor's EIN or TIN: 11-2955932 Requesting Agency: NYCDDC

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

Signature date on the last full vendor questionnaire signed by the submitting vendor: 6/5/2014

Signature date on changed submission, if applicable, for the submitting vendor: n/a





# 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 Changed Submission (if applicable)
1	H.L. Rexrode, Jr.	6/5/2014	n/a
2	Joseph Miranda	6/5/2014	n/a
3	Steve Wolf	6/5/2014	n/a
4			
5			
6			

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

## Certification *This section is required.*

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

### Certified By:

Steve Wolf  
Name (Print)

Vice President  
Title

Aquifer Drilling & Testing, Inc.  
Name of Submitting Entity

5/13/2015  
Signature Date

### Notarized By:

Nassau 01PU6304522  
Notary Public County License Issued License Number

Sworn to before me on: 13 May 2015  
Date

MELISSA PURDY  
Notary Public, State of New York  
Registration #01PU6304522  
Qualified In Nassau County  
Commission Expires May 27, 2018



**IRAN DIVESTMENT ACT COMPLIANCE RIDER  
FOR NEW YORK CITY CONTRACTORS**

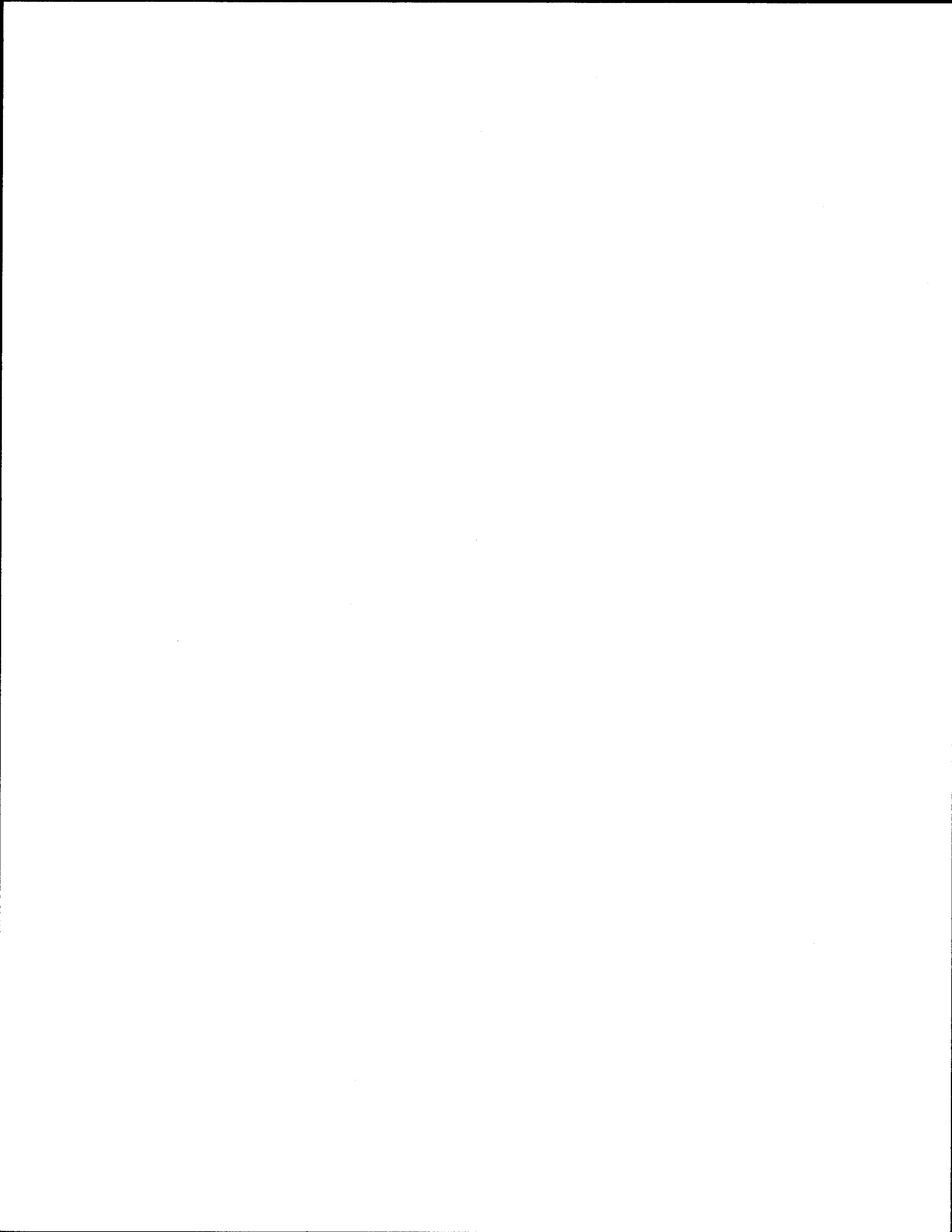
The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged 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:

- (1) 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
- (2) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

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

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

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



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

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

[Please Check One]

**BIDDER'S CERTIFICATION**

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

30 January, 2015

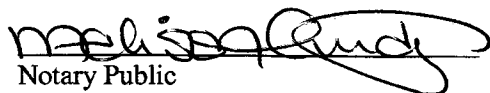
  
\_\_\_\_\_  
SIGNATURE

H.L. Rexrode, Jr.  
\_\_\_\_\_  
PRINTED NAME

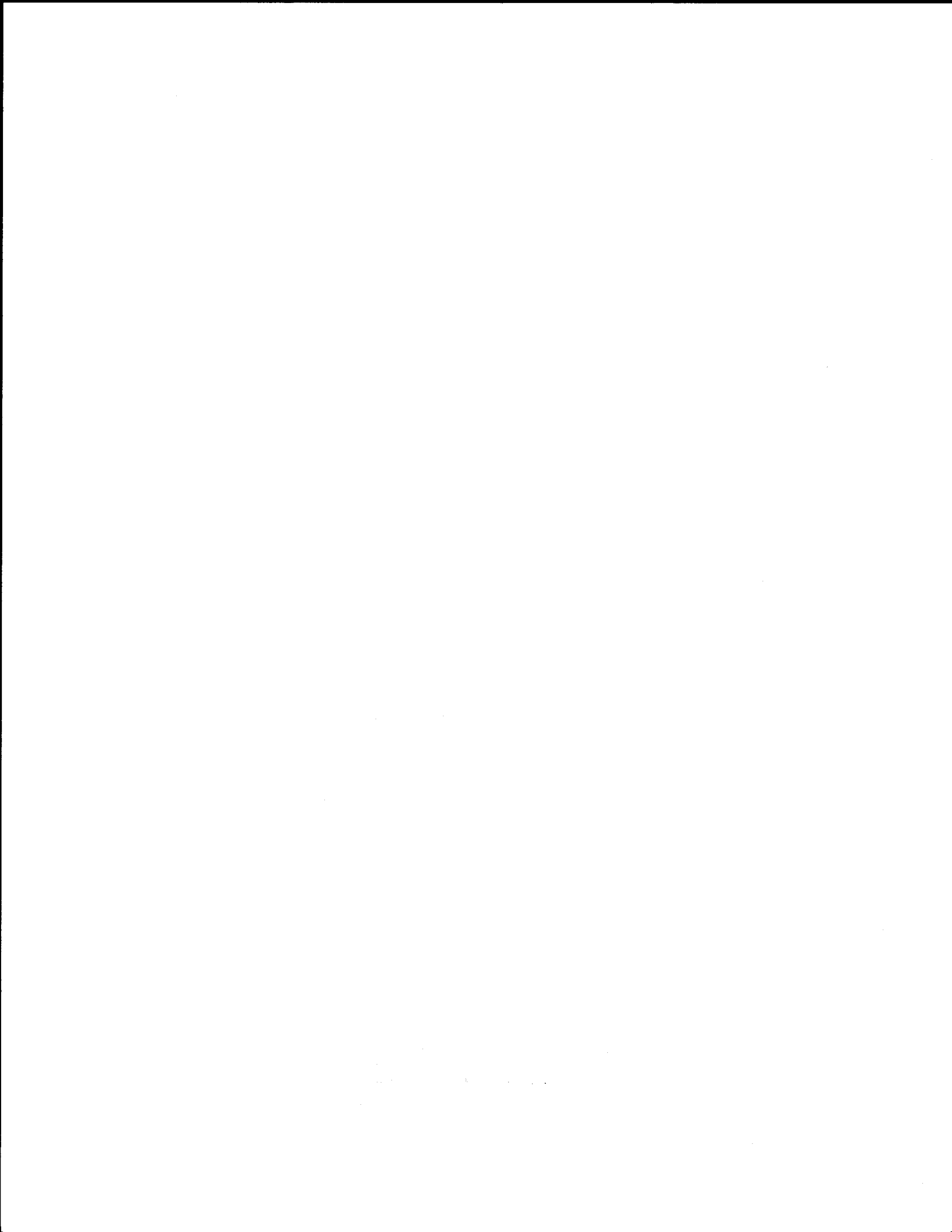
President  
\_\_\_\_\_  
TITLE

Sworn to before me this

30<sup>th</sup> day of Jan, 2015

  
Notary Public

MELISSA PURDY  
Notary Public, State of New York  
Registration #01PU6304522  
Qualified In Nassau County  
Commission Expires May 27, 2018





**Small Business  
Services**

Maria Torres-Springer  
Commissioner

March 11, 2015

Mr. Terry Herbert  
Aquifer Drilling & Testing, Inc.  
75 East 2<sup>nd</sup> Street  
Mineola, NY 11501

BID RM RECEIVED  
01.APR 15 PM02:05

RE: **NYC Department of Design and Construction Contracts (DDC);** Pin No. 8502014RQ0011C; Project No. BC-10XX; Taking of Land Borings of Brooklyn and Queens; Contract Value: \$4,944,185.00; DLS File No. 215CY068; and;

Pin No. 8502015RQ0001C; Project No. PW311S15C; Taking of Deep Land Borings within the five boroughs of the City of New York; Contract Value: \$2,463,600.00; DLS File No. 215CY069; **Continued Certificate of Approval.**

Dear Mr. Herbert:

Please be advised that Aquifer Drilling & Testing, Inc. has already received notice of its approval for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services (DLS) Certificate of Approval dated January 22, 2015.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above referenced contracts. This approval does not extend the initial three (3) year approval (**January 22, 2015 - January 21, 2018**) referred to above.

If you have any questions: please call Ms. Rosalyn Dawson, Project Manager at (212) 618-8843 or email her at [rdawson@sbs.nyc.gov](mailto:rdawson@sbs.nyc.gov).

Very truly yours,

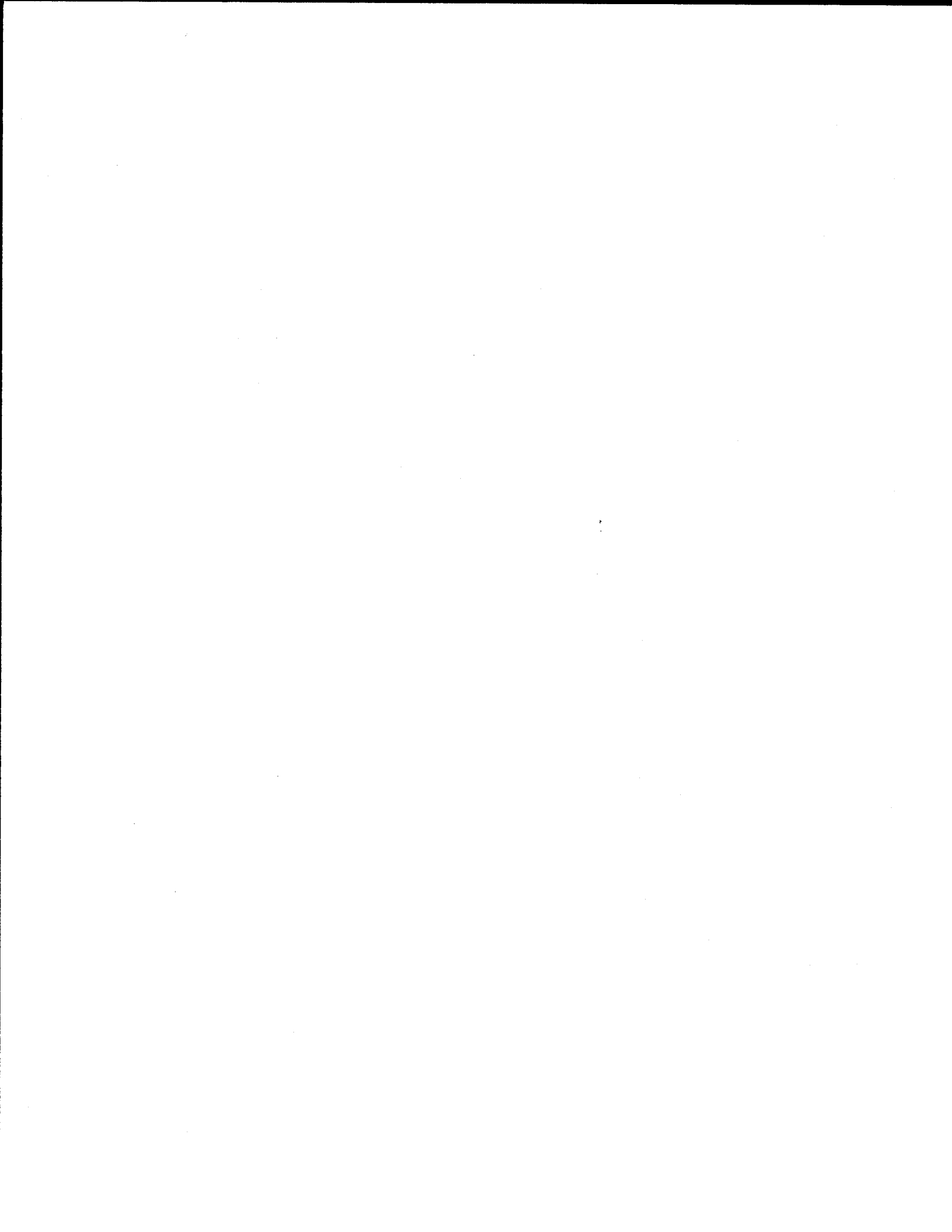
Helen Wilson  
Assistant Commissioner  
Division of Labor Services

cc: Lorraine Holley (DDC)  
Rosalyn Dawson  
File

110 William Street, New York, NY 10038  
Tel 212.513.6300 \*Fax 212.618.8991\*TDD 212.513.6306

[WWW.nyc.gov/sbs](http://WWW.nyc.gov/sbs)





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

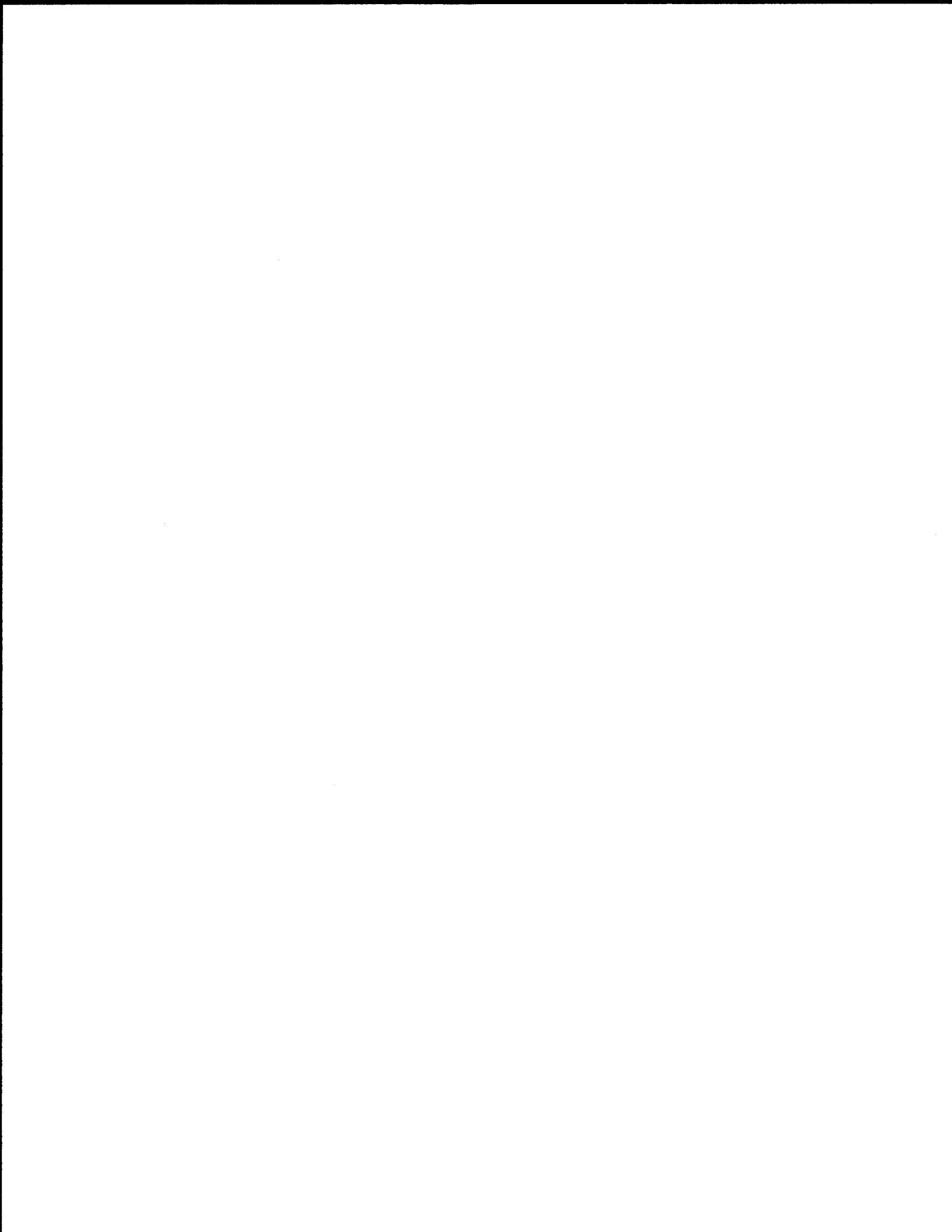
**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

1. Your contractual relationship in this contract is: Prime contractor  Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes  No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a: NONE thank you
- Minority Owned Business Enterprise  Locally Based Business Enterprise  
 Women Owned Business Enterprise  Emerging Business Enterprise  
 Disadvantaged Business Enterprise
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? NONE Are you DBE certified? Yes  No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes  No
4. Is this project subject to a project labor agreement? Yes  No
5. Are you a Union contractor? Yes  No  If yes, please list which local(s) you affiliated with LOCAL UNION 15510
6. Are you a Veteran owned company? Yes  No

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

7. 11-2955932 swolf@aquiferdrilling.com  
Employer Identification Number or Federal Tax I.D. Email Address
8. Aquifer Drilling & Testing, Inc.  
Company Name
9. 75 East 2nd Street, Mineola NY 11501  
Company Address and Zip Code
10. H.L. Rexrode, Jr. 516 616 6026  
Chief Operating Officer Telephone Number
11. William A. Poupis 516 616 6026  
Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #10, write "same")
12. same  
Name of Prime Contractor and Contact Person  
(If same as Item #8, write "same")



13. Number of employees in your company: 95

14. Contract information:

(a) NYCDDC Contracting Agency (City Agency) (b) \$2,463,000.00 Contract Amount

(c) 850215RQ 0001C Procurement Identification Number (PIN) (d) \_\_\_\_\_ Contract Registration Number (CT#)

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

(g) Description and location of proposed contract:

Taking of Deep Land Boninos within 5 boroughs of the City of 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

If yes. attach a copy of certificate. attached

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

If yes. attach a copy of certificate. same letter

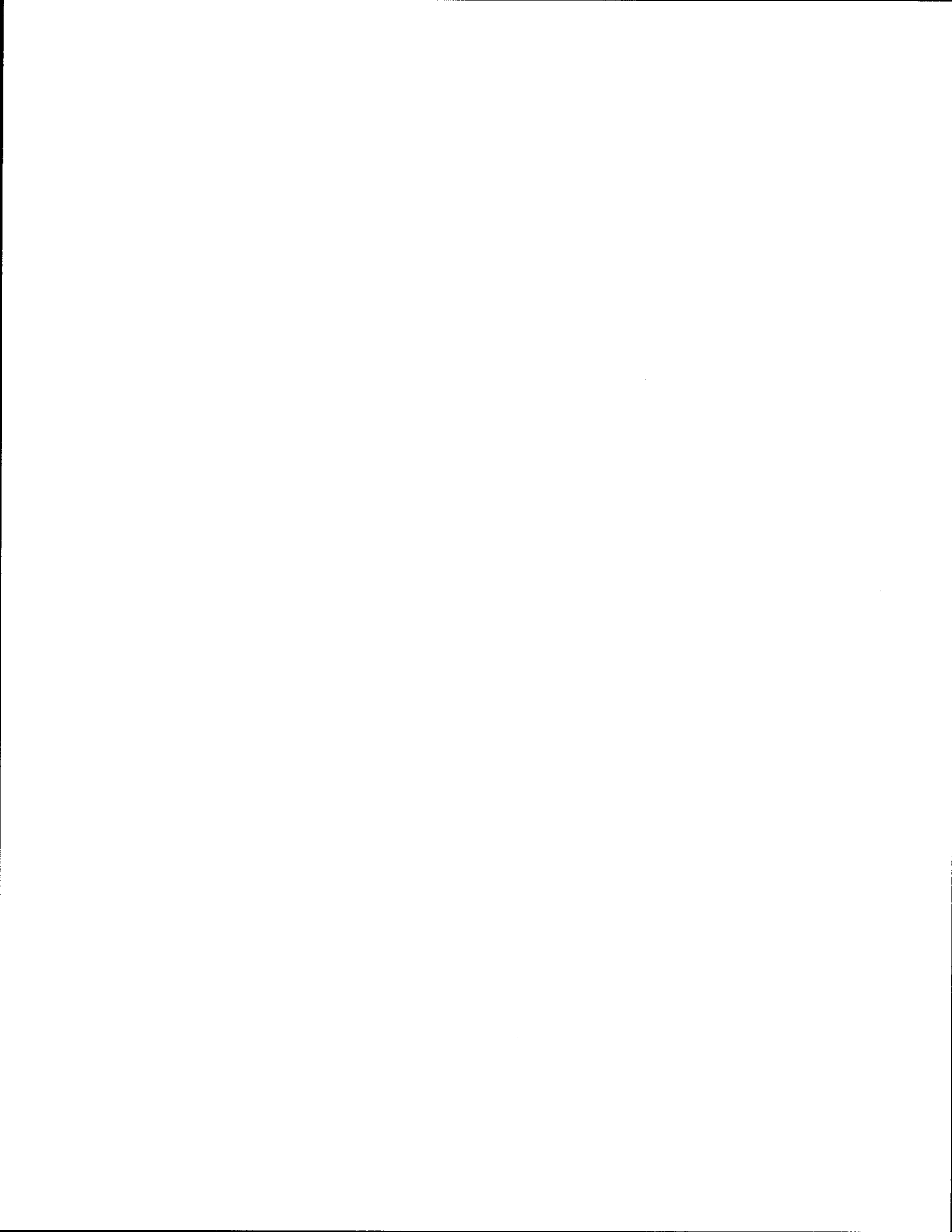
**NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.**

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

Date submitted: \_\_\_\_\_  
Agency to which submitted: \_\_\_\_\_  
Name of Agency Person: \_\_\_\_\_  
Contract No: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

If yes.



(a) Name and address of OFCCP office.

N/A

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?

Yes \_\_\_ No \_\_\_ N/A

If yes, attach a copy of such certificate.

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

N/A

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

(d) Were any deficiencies found? Yes \_\_\_ No \_\_\_ N/A

If yes, attach a copy of such findings.

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

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

Local Union 1556

**PART II: DOCUMENTS REQUIRED** *NOT required as per SBS DLS Certificate of approval (attached)*

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- \_\_\_ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- \_\_\_ (b) Disability, life, other insurance coverage/description
- \_\_\_ (c) Employee Policy/Handbook
- \_\_\_ (d) Personnel Policy/Manual
- \_\_\_ (e) Supervisor's Policy/Manual
- \_\_\_ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- \_\_\_ (g) Collective bargaining agreement(s).
- \_\_\_ (h) Employment Application(s)
- \_\_\_ (i) Employee evaluation policy/form(s).
- \_\_\_ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?



WHS as per SBS DLS Certificate of Approval

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

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

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

\_\_\_\_\_

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

If yes, is the medical examination given:

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

- \_\_\_ Minorities and Women  
\_\_\_ Individuals with handicaps  
\_\_\_ Other. Please specify \_\_\_\_\_

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

If yes, please attach a copy of this policy.

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





N/A as per DLS certificate of approval

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

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

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

If yes, attach a log. See instructions.

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

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

---

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

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

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Maria Torres-Springer  
Commissioner

214OF160

January 22, 2015

Mr. Terry Herbert  
Aquifer Drilling & Testing, Inc.  
75 East 2<sup>nd</sup> Street  
Mineola, NY 11501

RE: NYC Department of Transportation Contract (DOT); **Sub to DeFoe Corporation**; Pin No. 84113MNBR710; Reconstruction of Harlem River Drive over East 127<sup>th</sup> Street; Borough of Manhattan; Contract Value: In excess of \$10,000.00; **Certificate of Approval.**

Dear Mr. Herbert:

DLS has concluded that Aquifer Drilling & Testing, Inc. meets the equal employment opportunity requirements of the City of New York, as stated in Executive Order No. 50 (1980) as amended (E.O. 50), its implementing Rules (Rules), and Chapter 56 of the City Charter (Chapter 56). Consequently, DLS has notified **(DOT)** of this determination.

Contingent upon Aquifer Drilling & Testing, Inc.'s ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the three (3) year period commencing on **January 22, 2015** and terminating **January 21, 2018**. **This determination for a three (3) year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this three year period.** However, Construction Employment Report workforce information must be submitted for each new project. In addition, Aquifer Drilling & Testing, Inc. must submit to **DLS Monthly Workforce Utilization Table and Monthly Payroll Records** on a monthly basis as explained during the Pre-Award conference on **January 22, 2015**.



**PAGE TWO**  
**JANUARY 22, 2015**

It is important that Aquifier Drilling & Testing, Inc. as a New York City contractor provide equal employment opportunity for all employees and applicants for employment.

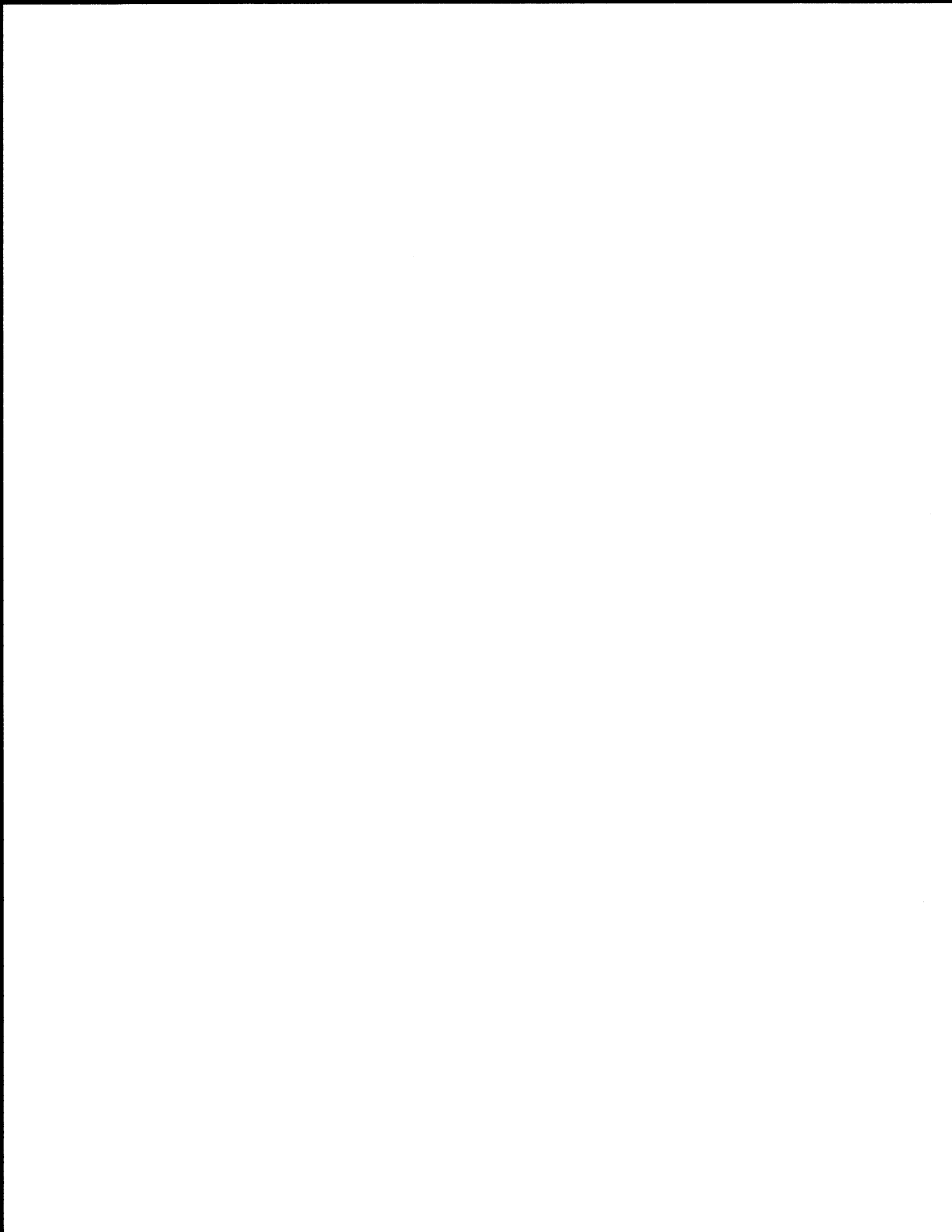
Please direct all correspondence to Ms. Rosalyn Dawson, Project Manager. Should you have any questions regarding this letter, you may call Ms. Dawson at (212) 618-8843 or e-mail her at [rdawson@sbs.nyc.gov](mailto:rdawson@sbs.nyc.gov).

Very truly yours,

A handwritten signature in black ink, appearing to read 'Helen Wilson', with a long horizontal flourish extending to the right.

Helen Wilson  
Assistant Commissioner  
Division of Labor Services

cc: MaryAnn Wilson (DOT)  
Rosalyn Dawson  
File



SIGNATURE PAGE

I. (print name of authorized official signing) H.L. Rexrode, Jr. 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.

Aquifer Drilling & Testing, Inc.  
Contractor's Name

Melissa Purdy Name of person who prepared this Employment Report Assistant Title

H.L. Rexrode, Jr. Name of official authorized to sign on behalf of the contractor President Title

516-666-6026  
Telephone Number

[Signature] Signature of authorized official 2/2/15 Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this 2nd day of Feb 2015

Melissa Purdy Notary Public [Signature] Authorized Signature 2/2/15 Date

MELISSA PURDY  
Notary Public, State of New York  
Registration #01PU6304522  
Qualified In Nassau County  
Commission Expires May 27, 2018





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

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

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

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

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

**OWNERSHIP CODES**

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



**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

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

Total (Col. #1-10): 8

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

Total Female  
 (Col. #6 - 10): 0

Union Affiliation, if applicable  
1556

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



FORM B: PROJECTED WORKFORCE *see form B pg. 9*

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_



**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

Trade:	MALES					FEMALES								
	(1) White Non Hisp.		(2) Black Non Hisp.		(3)	(4)	(5)	(6) White Non Hisp.		(7) Black Non Hisp.		(8)	(9)	(10) Native Amer.
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J	16	2	3	3										
H														
A	13	3	2	1										
TRN														
TOT	29	5	5	1										

Trade: Drillers  
 Union Affiliation, if applicable: 1556

Total (Col. #1-10): 40

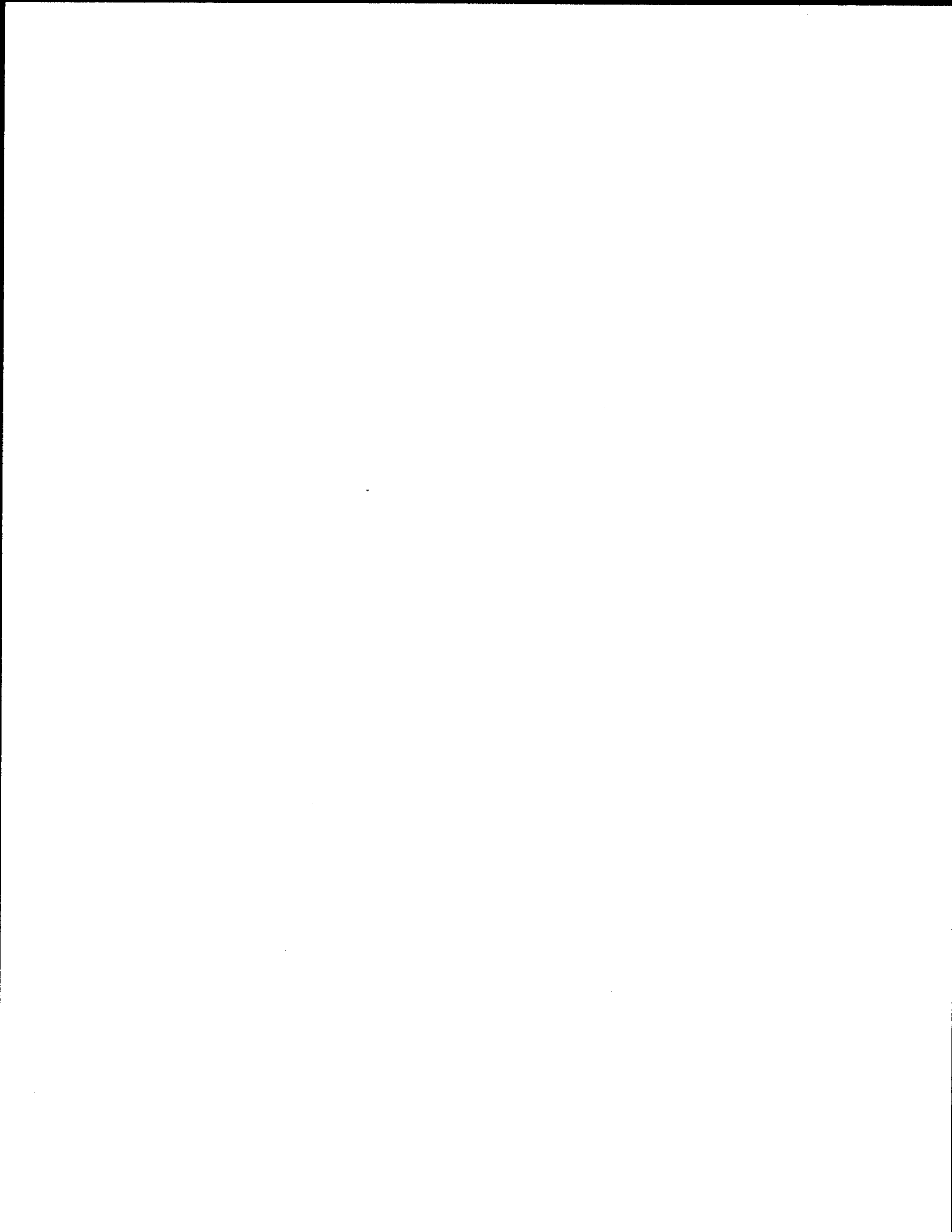
Total Minority, Male & Female (Col. #2.3.4.5.7.8.9. & 10): 11

Total Female (Col. #6 - 10): 0

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

unions





**FORM C: CURRENT WORKFORCE** *See Form C p 11*

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_



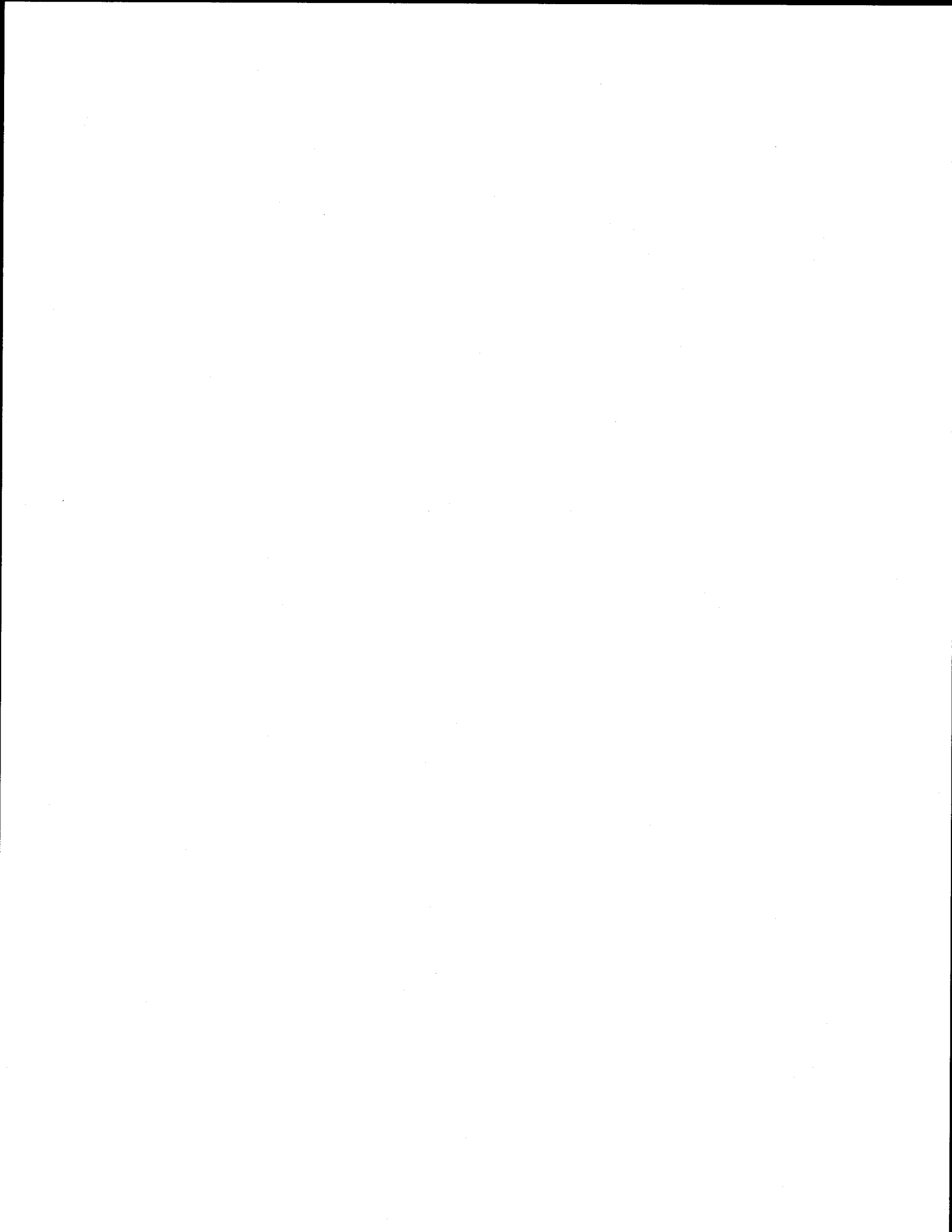
PROJECT ID: PW311S15C

CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY & SITE SUPPORT

BID BOOKLET

TABLE OF CONTENTS

	PAGE
1. Special Notice to Bidders.....	2
2. Apprenticeship Program Requirements.....	5
3. Bid Form.....	7
4. Affirmation.....	12
5. Bid Bond.....	13
6. Iran Divestment Act Compliance Rider.....	16
7. Safety Questionnaire.....	18
8. Pre-award Process .....	21
9. Project Reference Form .....	23
10. Confirmation of Vendex Compliance.....	26
11. <u>Attachment 1</u> : Bid Information.....	27
12. <u>Attachment 2</u> : Schedule B: M/WBE Utilization Plan...28	
12. <u>Attachment 3</u> : Construction Employment Report .....	35



**CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY & SITE SUPPORT**

**SPECIAL NOTICE TO BIDDERS**

**BID SUBMISSION REQUIREMENTS**

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

1. Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1)

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

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

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

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

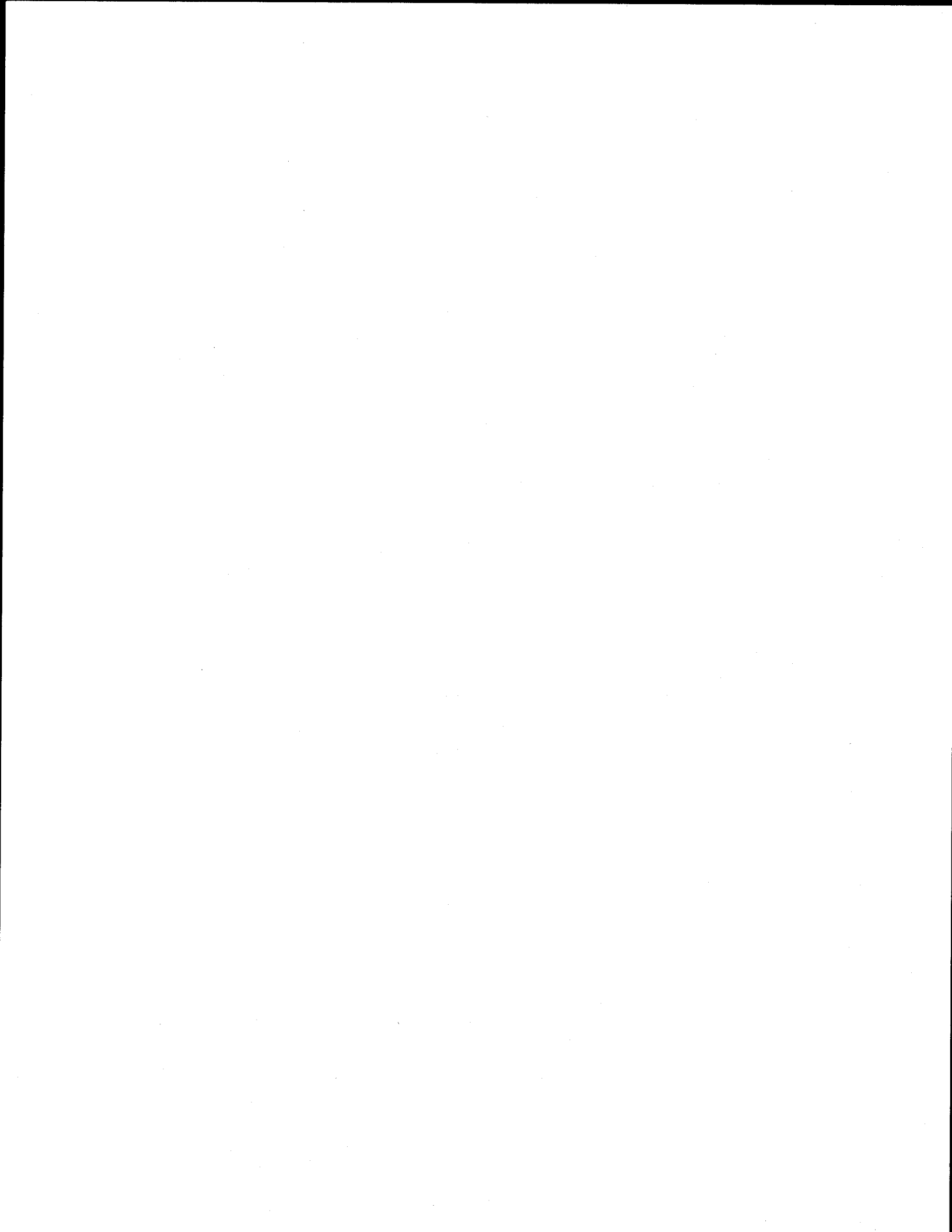


## SPECIAL EXPERIENCE REQUIREMENTS

PROJECT ID: PW311S15C

- (A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The special experience requirements set forth below apply to the bidder. Compliance with such special experience requirements will be evaluated at the time of the bid.
- (1) The bidder must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) geotechnical drilling projects similar in scope and type to the required work.
  - (2) The bidder must, for the three year period prior to the bid opening, demonstrate the following: (1) that for each year it completed various drilling projects, the total cumulative value of which is at least \$1,000,000.00, and (2) that for each of these prior three (3) years, at least one drilling project has a minimum value of \$250,000.00.
  - (4) The bidder must demonstrate that it has at a minimum, at least four (4) truck mounted drilling rigs, one (1) vacuum excavator, one (1) All-Terrain Vehicle (ATV) rig, and one (1) Geo-probe rig
  - (5) The bidder must demonstrate that it has the required equipment (retro-reflective barrels, pedestrian fences, signage, arrow board and crash attenuator) for the Maintenance and Protection of traffic and pedestrians in accordance with FHWA MUTCD.
  - (6) The bidder must demonstrate that it has sufficient ancillary equipment for sample collection and monitoring well installation.
  - (7) The bidder must demonstrate that it has adequate number of staff (Driller & Helper) to man four (4) rigs. Resumes and OSHA-10 hour construction safety certificates of such personnel must be submitted.
- (B) **QUALIFICATION FORM:** For each project submitted to meet the experience requirements set forth above, the bidder must complete and submit the Qualification Form set forth in this Bid Booklet. All information on the Qualification Form must be provided.
- (C) **JOINT VENTURES:** In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.
- (D) **COMPLIANCE:** Compliance with the experience requirements set forth herein will be determined solely by the City. 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 who is familiar with the work performed:

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

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of work completed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Was the work was performed as a prime or a subcontractor: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

\*\*\*\*\*

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Owner or Owner's representative who is familiar with the work performed:

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

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of work completed: \_\_\_\_\_

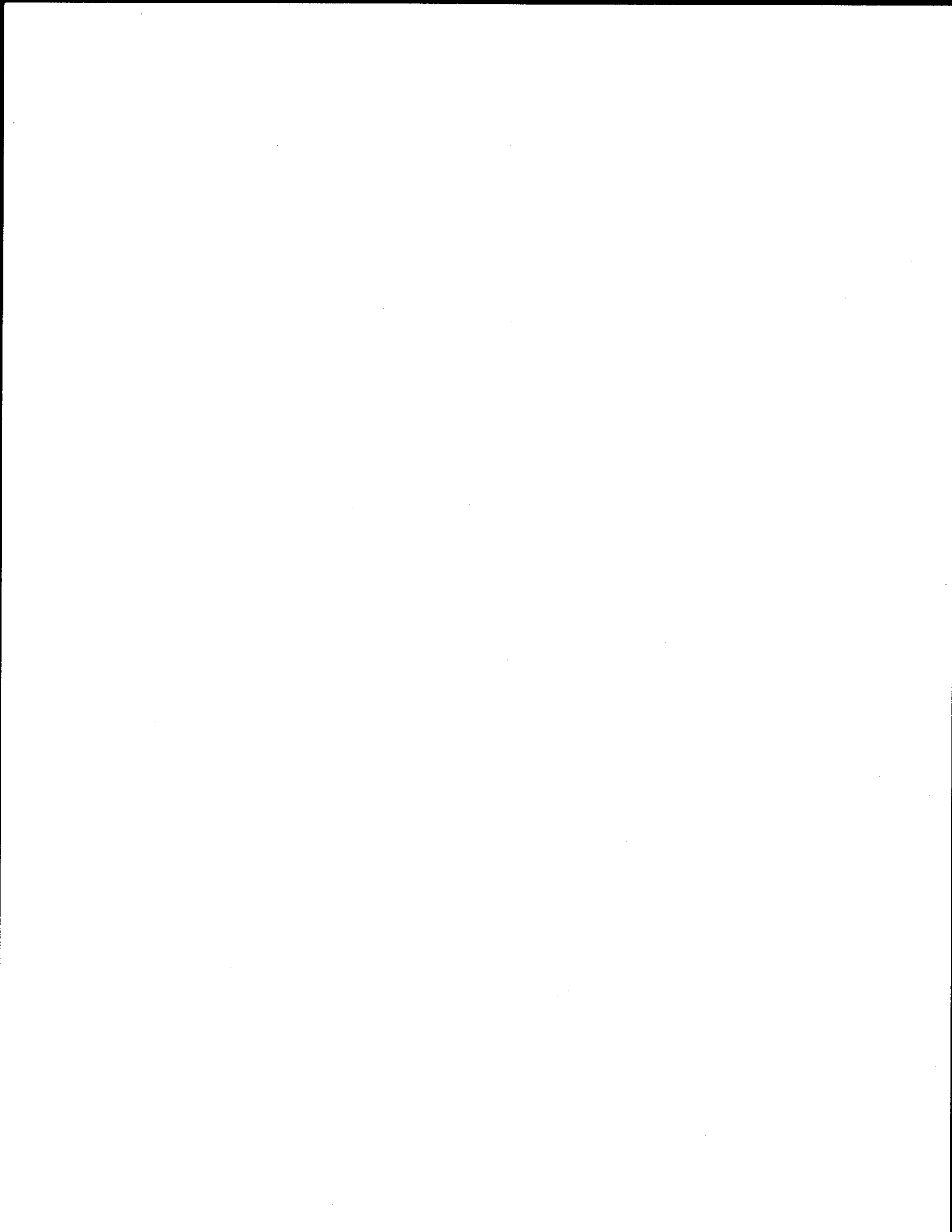
\_\_\_\_\_

\_\_\_\_\_

Was the work was performed as a prime or a subcontractor: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

Date of Completion: \_\_\_\_\_



## APPRENTICESHIP PROGRAM REQUIREMENTS

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

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

### (1) Apprenticeship Program Requirements

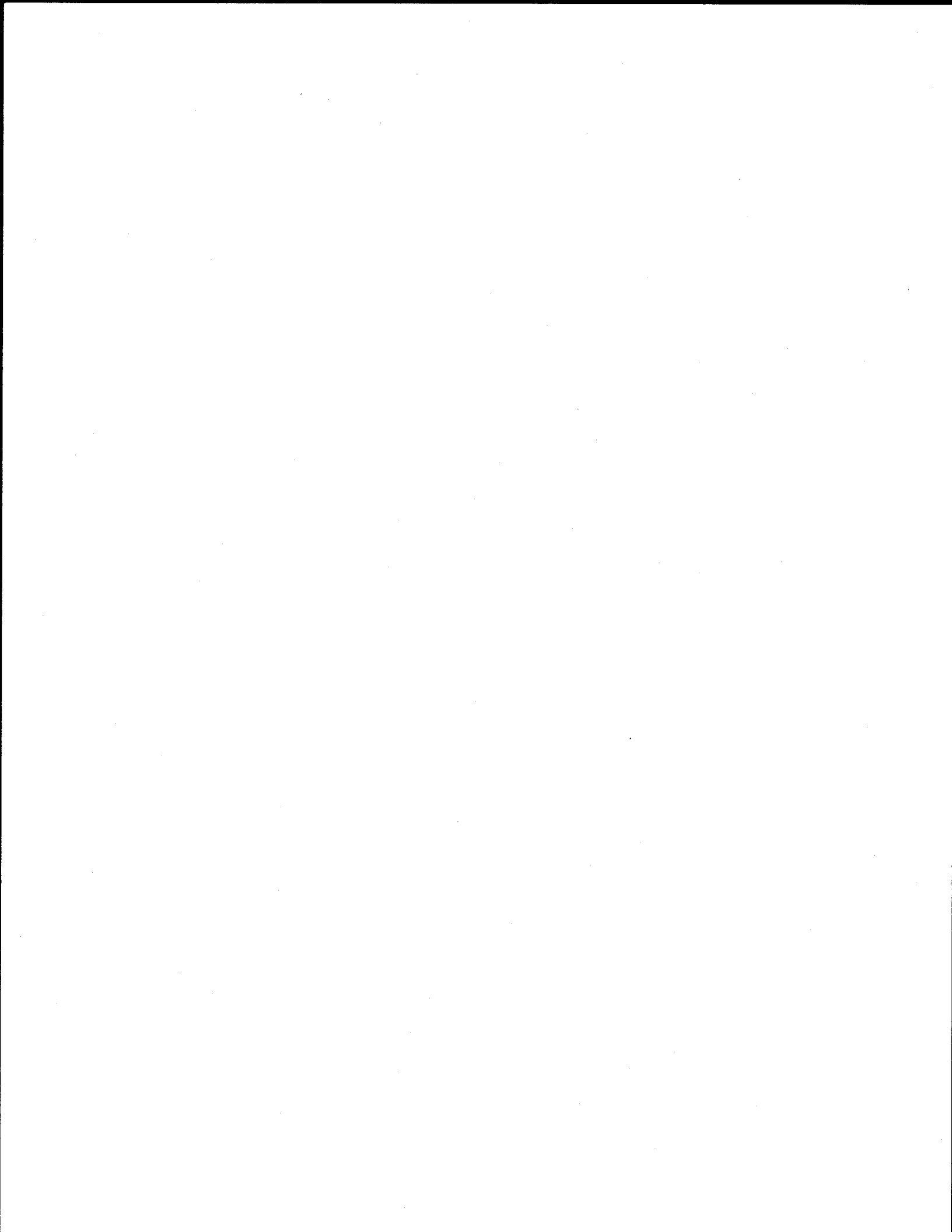
Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts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

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

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

### (2) Apprenticeship Program Questionnaire

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



**APPRENTICESHIP PROGRAM QUESTIONNAIRE**

**PROJECT ID: PW311S15C**

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

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

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

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

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

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

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

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

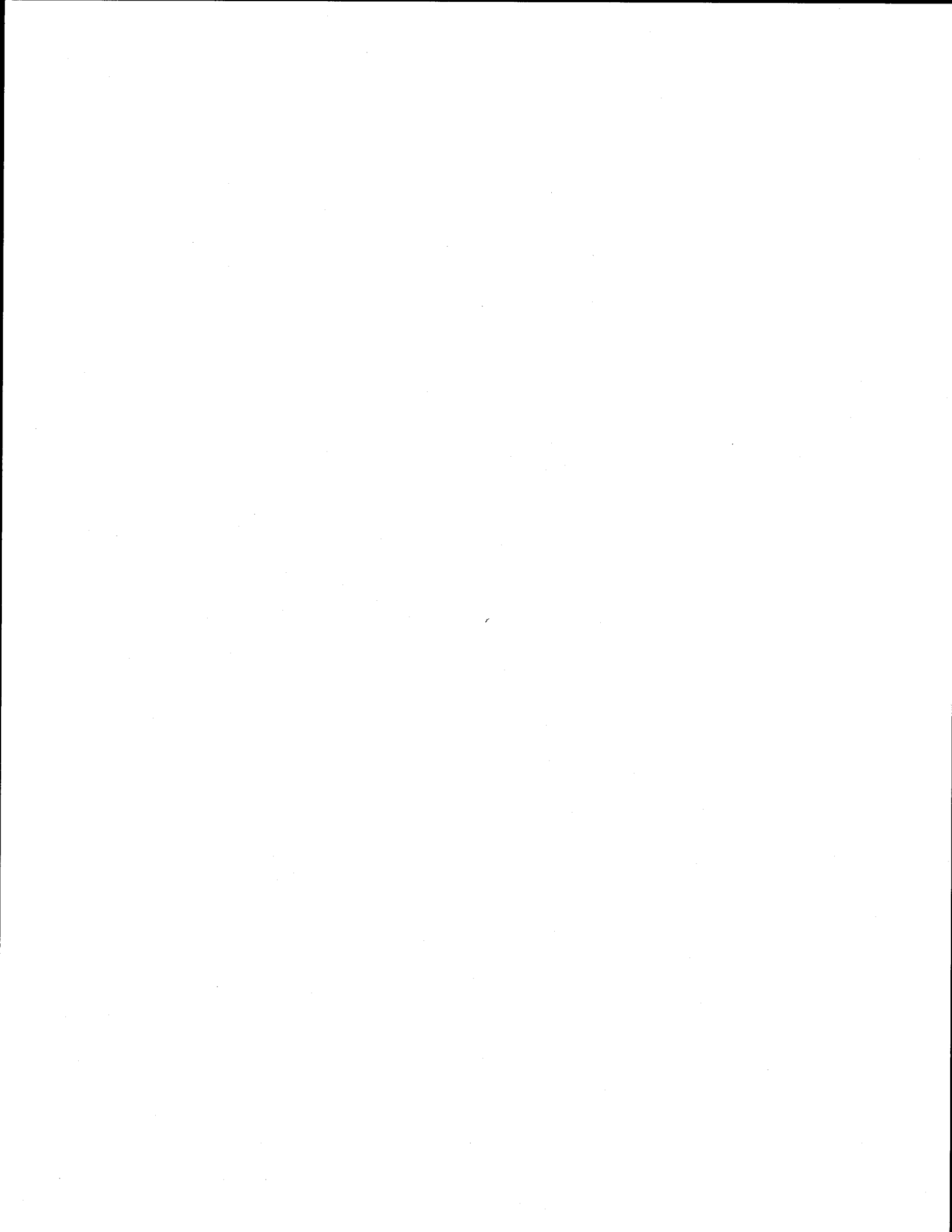
If the answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

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

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

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

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



**BID FORM  
THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY & SITE SUPPORT**

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

**PROJECT ID: PW311S15C**

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

Date of Bid Opening: \_\_\_\_\_

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

Place of Business of Bidder: \_\_\_\_\_

Bidder's Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Bidder's E-Mail Address: \_\_\_\_\_

Residence of Bidder (If Individual): \_\_\_\_\_

If Bidder is a Partnership, fill in the following blanks:

Names of Partners

Residence of Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of \_\_\_\_\_

Name and Home Address of President: \_\_\_\_\_

\_\_\_\_\_

Name and Home Address of Secretary: \_\_\_\_\_

\_\_\_\_\_

Name and Home Address of Treasurer: \_\_\_\_\_

\_\_\_\_\_





## BID FORM

---

The above-named Bidder affirms and declares:

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

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

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



6. Compliance Report

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

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

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

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

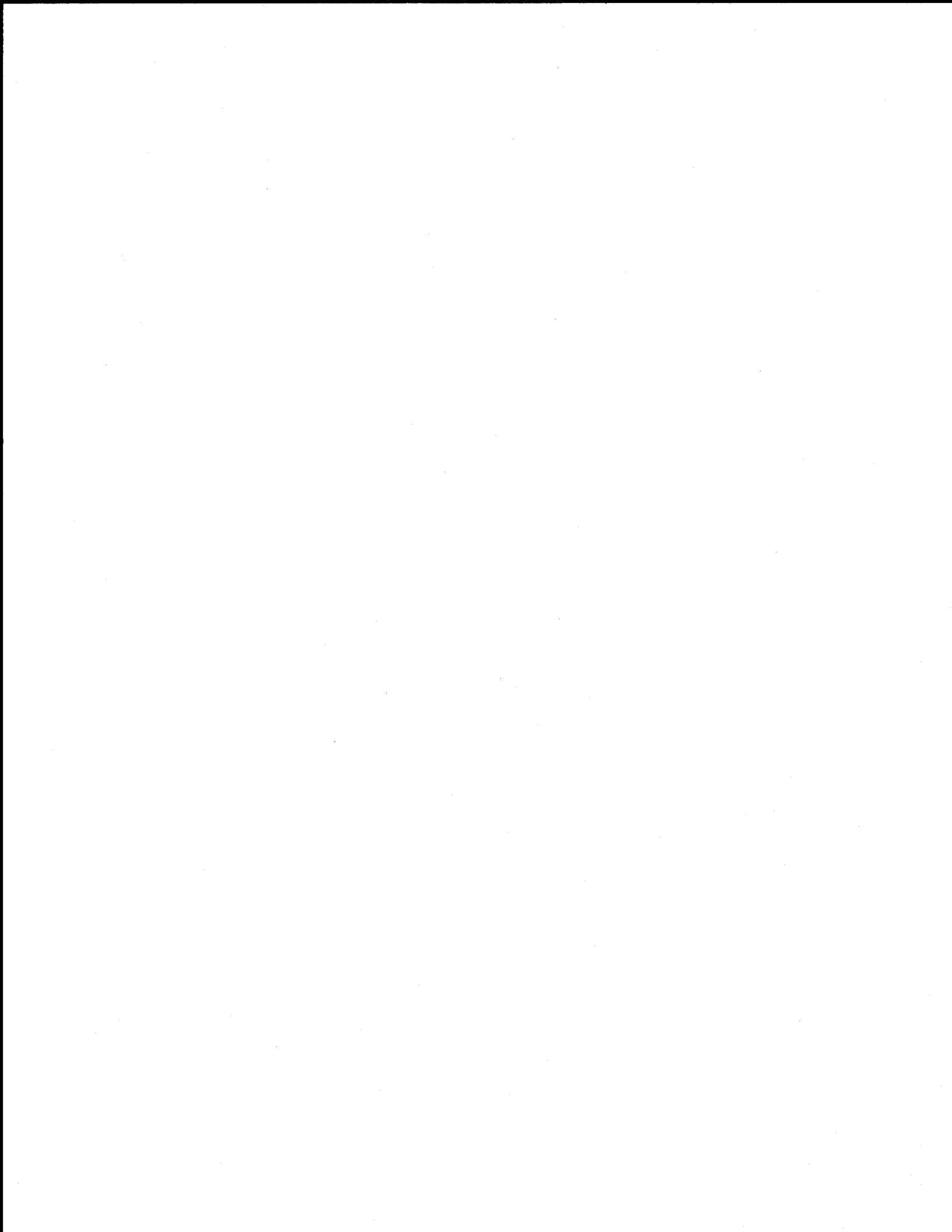
9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies,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

10. This section applies only if there are M/WBE Participation Goals for the Project.

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

**Section V: Vendor Certification and Required Affirmations:** I hereby:

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



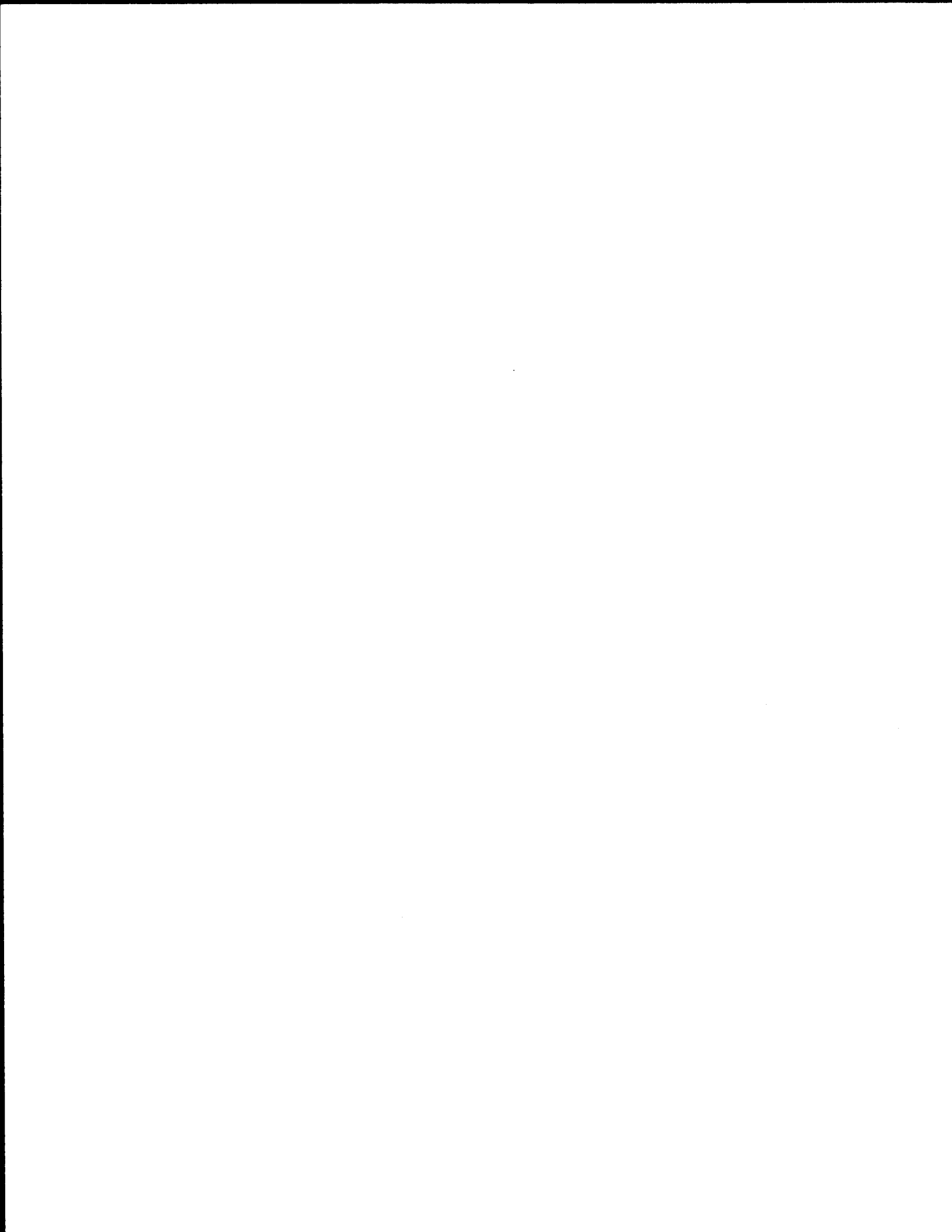
## SCHEDULE OF UNIT PRICES

**Unit Prices:** The bidder shall submit Unit Prices for all items listed in the Schedule of Unit Prices. The Unit Price for each item shall include all costs and expenses for all work and drilling equipment necessary and required for the item, as set forth in the Detailed Specifications (Volume 2). Except as otherwise indicated in the Detailed Specifications, the Unit Price for each item shall include, without limitation, the following: labor, material, drilling rigs and equipment, appliances, overhead and profit. For any item that involves taking samples, the Unit Price shall also include all costs and expenses for preserving, boxing and delivering the sample.

**Extended Amount:** In addition to the Unit Price, the bidder shall submit the Extended Amount for each item. The Extended Amount for each item is the Unit Price times the Estimated Quantity.

**No Increase:** The bidder is advised that the Unit Prices shall remain in effect for the entire term of the contract, including the base term (2 years), and the extended term (1 year).

Item #	Description of Item (See Detailed Specifications)	Unit Price (In Figures)	Estimate of Quantities	Extended Amount (In Figures)
Item # 1 (Subdivision 1)	Sinking 4 inch or less casing (driven or drilled)	Per linear foot	16,000 Feet	
Item # 2 (Subdivision 1)	Mud or auger drilling	Per linear foot	10,000 Feet	
Item # 3 (Subdivision 2)	Obtaining a sample using a standard 2 inch split spoon barrel sampler	Per sample	10,000 Samples	
Item # 4 (Subdivision 2)	Obtaining a sample using a 3 inch split spoon barrel sampler	Per sample	90 Samples	
Item # 5 (Subdivision 3)	Obtaining a 3 inch undisturbed sample	Per sample	100 Samples	
Item # 6 (Subdivision 4)	Obtaining a core using a diamond drill bit	Per linear foot	4,000 Feet	
Item # 7 (Subdivision 5)	Construction of a 2 inch monitoring well with a minimum screen length of 10 feet (as per sketch of typical monitoring well)	Per linear foot	8,000 Feet	



Item #	Description of Item (See Detailed Specifications)	Unit Price (In Figures)	Estimate of Quantities	Extended Amount (In Figures)
Item # 8 (Subdivision 5)	Construction of a 4 inch monitoring well with a minimum screen length of 10 feet (as per sketch of typical monitoring well)	Per linear foot	1,000 Feet	
Item # 9 (Subdivision 5)	Well development using a clean submersible pump with a Teflon tube or laboratory cleaned, dedicated Teflon bailer	Per Well	160 Wells	
Item # 10 (Subdivision 10)	Obtaining Highway Core	Per linear inch	100 Inches	
Item # 11 (Subdivision 9)	Obtaining Pavement Core	Per linear inch	1,000 Inches	
Item # 12 (Subdivision 6)	Mobilization and Demobilization of required drilling rigs & equipment	\$900 Per Rig/Project	285 Mobilizations	\$256,500.00
Item # 13 (Subdivision 7)	Furnishing, setting up and operating the Geoprobe, steam cleaner, including detergents, for decontaminating drilling equipment for environmental borings and monitoring wells.	Per Day	25 Days	
Item # 14 (Article 11: General Specifications)	Contractor Provided Arrow Board	\$250 Per Day	24 Days	\$6,000.00
Item # 15 (Article 11: General Specifications)	Contractor Provided Crash Attenuator Truck	\$800 Per Day	17 Days	\$13,600.00
Item # 16 (Subdivision 11)	Permeability / Percolation Tests/Test Pits	Per hour	150 hours	

Total for all Unit Price Items: \$ \_\_\_\_\_ \*  
(Addition of Extended Amounts for Items #1-15)  
\* The Bidder shall insert the Total for all Unit Price Items on the Bid Form on Page 10 of the Bid Booklet.





**BID FORM**

---

**PROJECT ID: PW311S15C**

**TOTAL BID PRICE:** In the space provided below, the Bidder shall indicate its Total Bid Price in figures. The Total Bid Price is the Total for all Unit Price Items, as set forth on the final page of the Schedule of Unit Price Items. The Total Bid Price will be used for the purpose of comparing bids and determining the low bidder. The contract will be awarded to the lowest responsive and responsible bidder for a Total Not To Exceed Amount of \$2,000,000. Such an amount includes an Allowance for Additional Drilling and/or Boring Services in the amount of \$90,000.00 and an Allowance for Reimbursable Services in the amount of \$10,000.00. Payment for all required services will be in accordance with the Schedule of Unit Price Items.

**TOTAL BID PRICE:** The Bidder shall insert the Total for all Unit Price Items, as set forth on the final page of the Schedule of Unit Price Items (Page 9b).

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

\$ \_\_\_\_\_

**BIDDER'S SIGNATURE AND AFFIDAVIT**

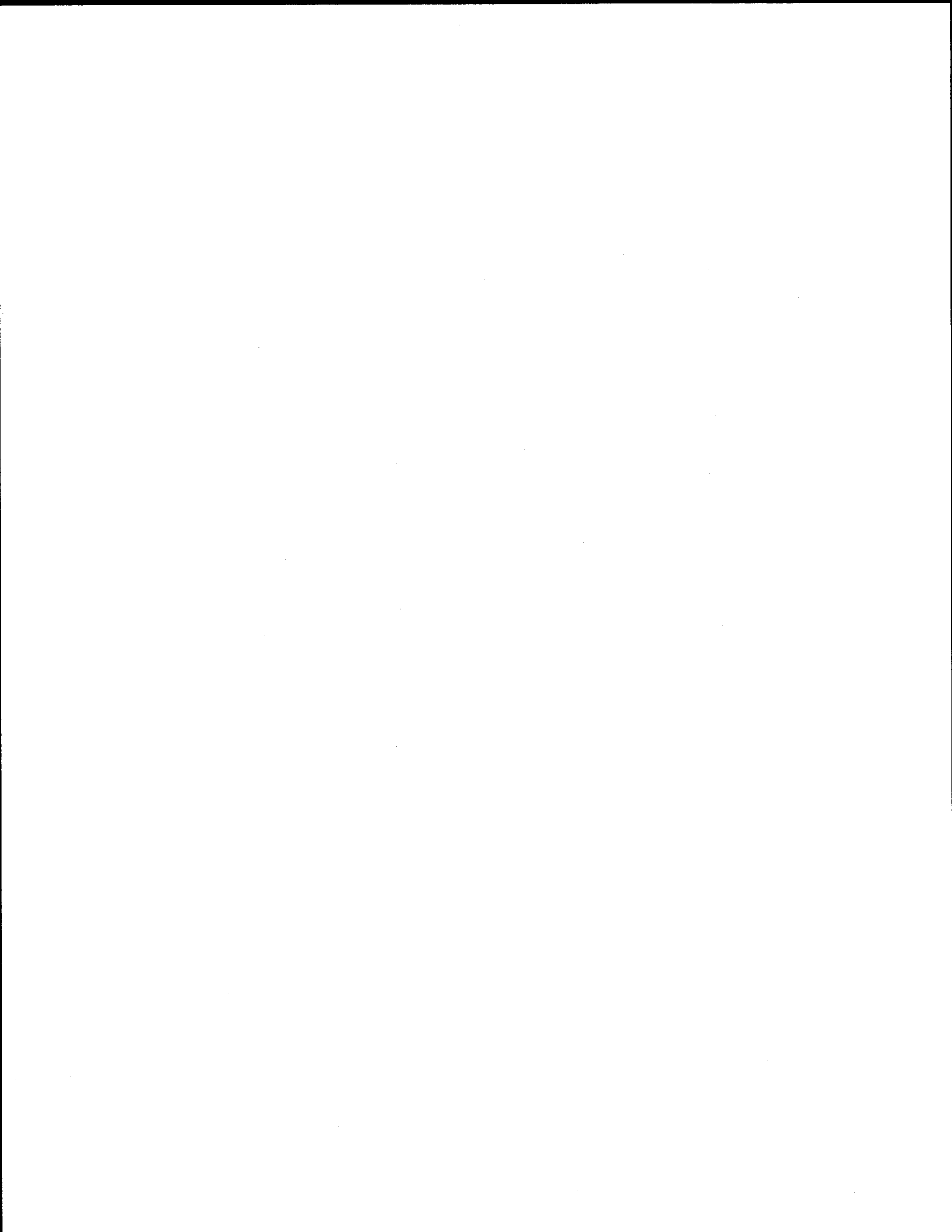
Bidder: \_\_\_\_\_

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

Attest:  
(Corporate Seal)

Secretary of Corporate Bidder

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



**BID FORM (TO BE NOTARIZED)**

\*\*\*\*\*

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

\_\_\_\_\_ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\*\*\*\*\*

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

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

\_\_\_\_\_ being duly sworn says:

I am a member of \_\_\_\_\_ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\*\*\*\*\*

AFFIDAVIT WHERE BIDDER IS A CORPORATION

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

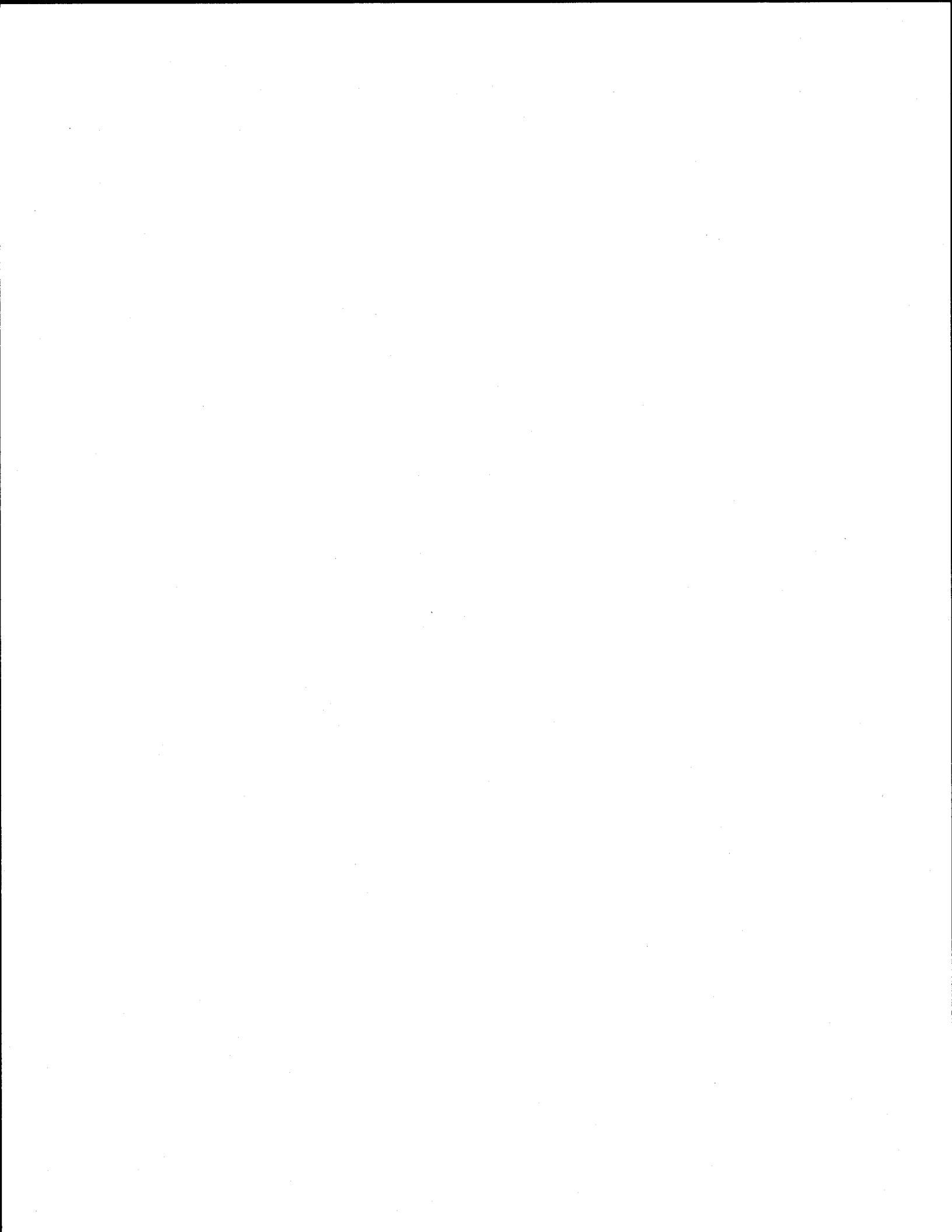
\_\_\_\_\_ being duly sworn says:

I am the \_\_\_\_\_ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at \_\_\_\_\_  
I have knowledge of the several matters therein stated, and they are in all respects true.

\_\_\_\_\_  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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



**AFFIRMATION**

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except \_\_\_\_\_

(If none, the bidder shall insert the word "None" in the space provided above.)

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

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:**

A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

-----

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

-----

C- Corporation  
EMPLOYER IDENTIFICATION NUMBER

-----

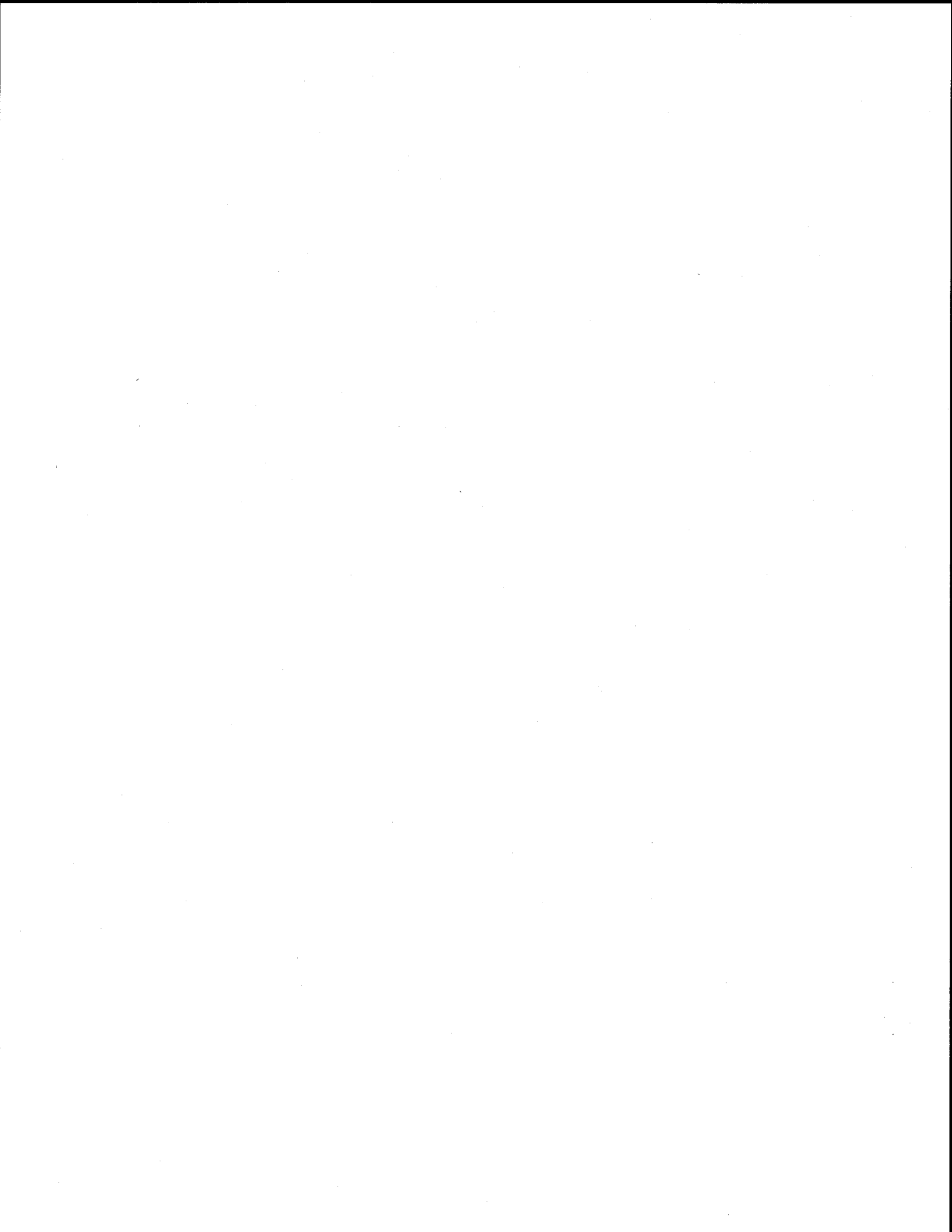
By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

If a corporation, place seal here

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

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



BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.





BID BOND 2

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

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

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

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

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

(Seal)

\_\_\_\_\_  
Principal (L.S.)

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

(Seal)

\_\_\_\_\_  
Surety

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



BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that  
he resides at \_\_\_\_\_  
that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the  
directors of said corporation, and that he signed his name thereto by like order.

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

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

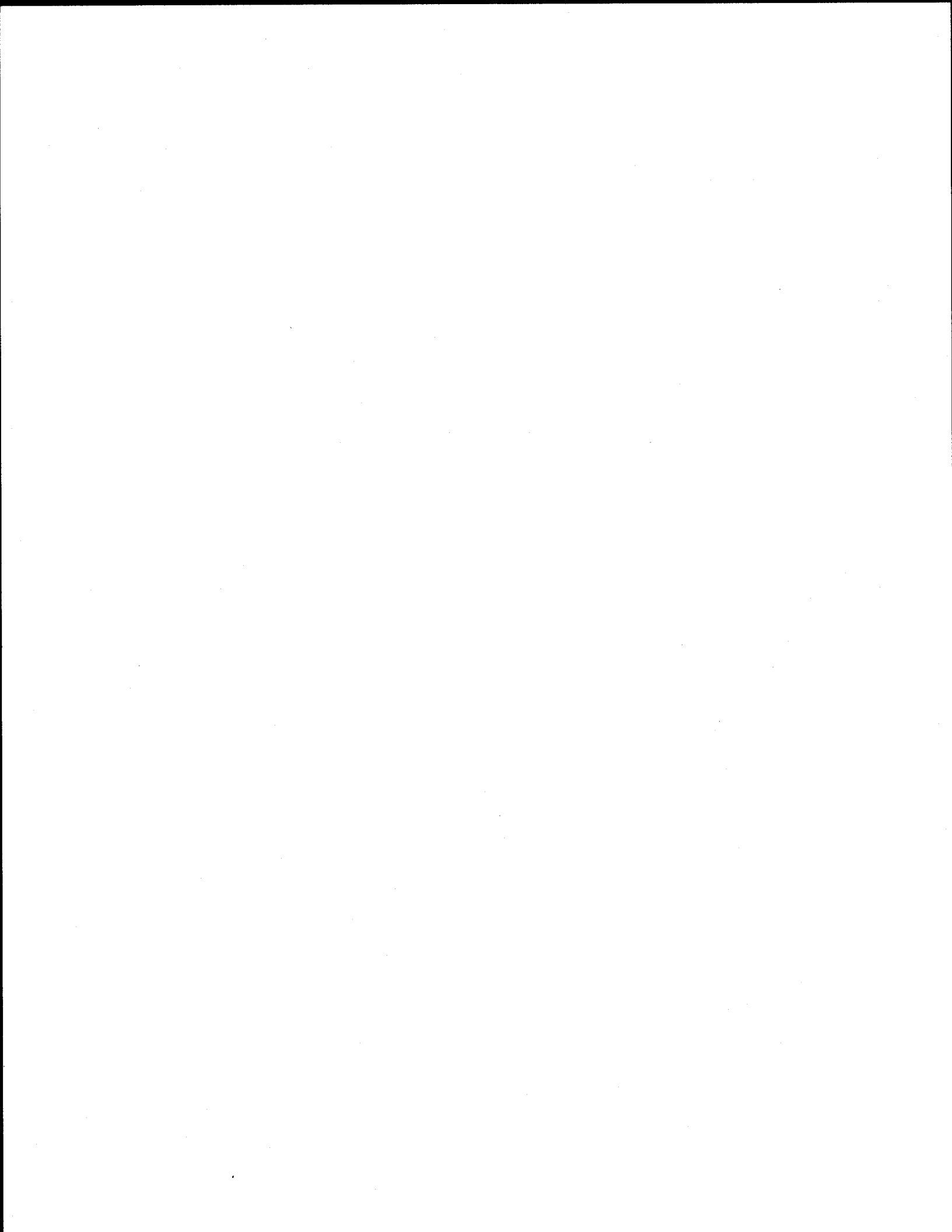
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

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

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES



## IRAN DIVESTMENT ACT COMPLIANCE RIDER

### FOR NEW YORK CITY CONTRACTORS

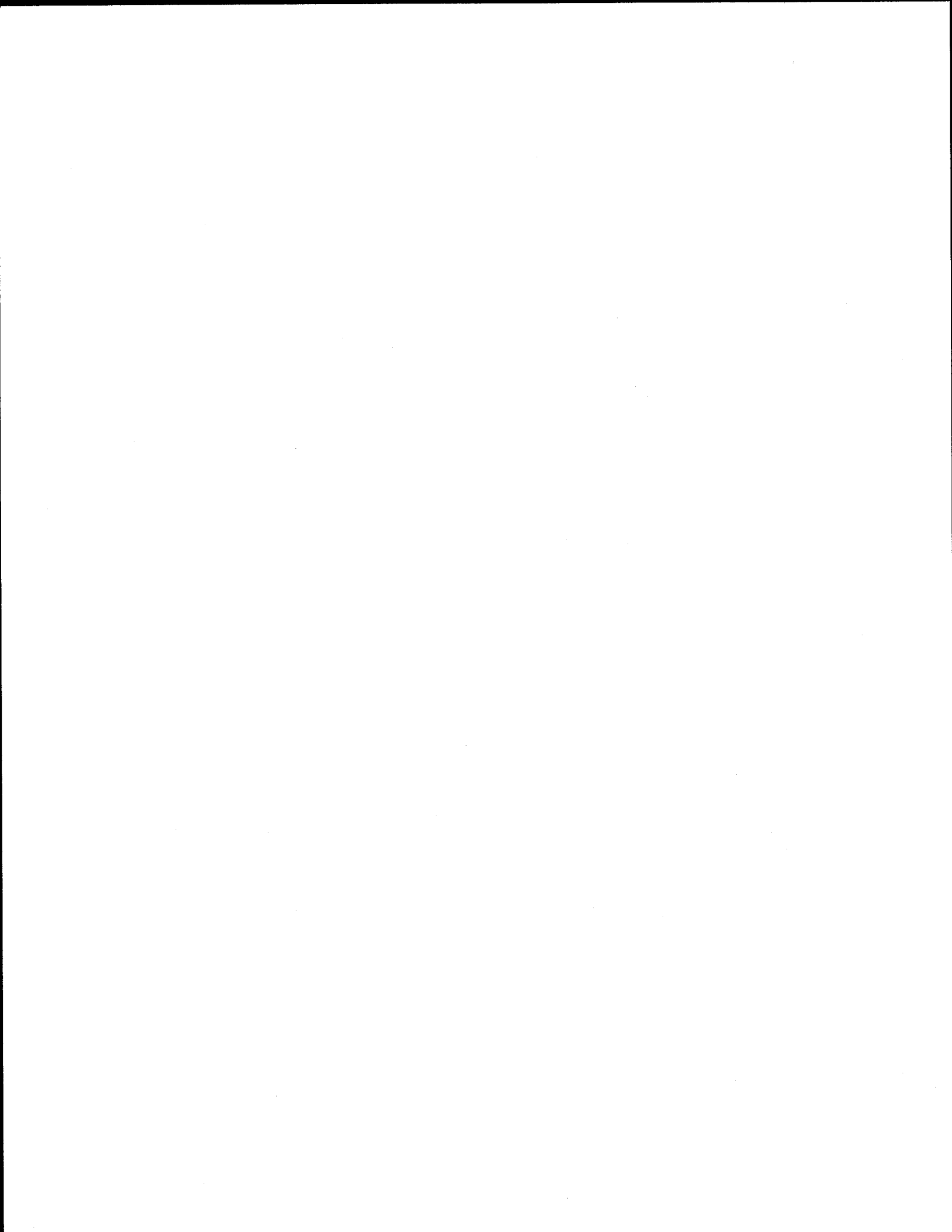
The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged 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:

- (1) 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
- (2) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

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

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

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



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

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

*[Please Check One]*

**BIDDER'S CERTIFICATION**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
  
- I am unable to certify that my name and the name of the proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, New York

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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





## SAFETY QUESTIONNAIRE

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

### 1. Bidder Information:

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

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

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

\_\_\_\_\_ Company has previously worked for DDC

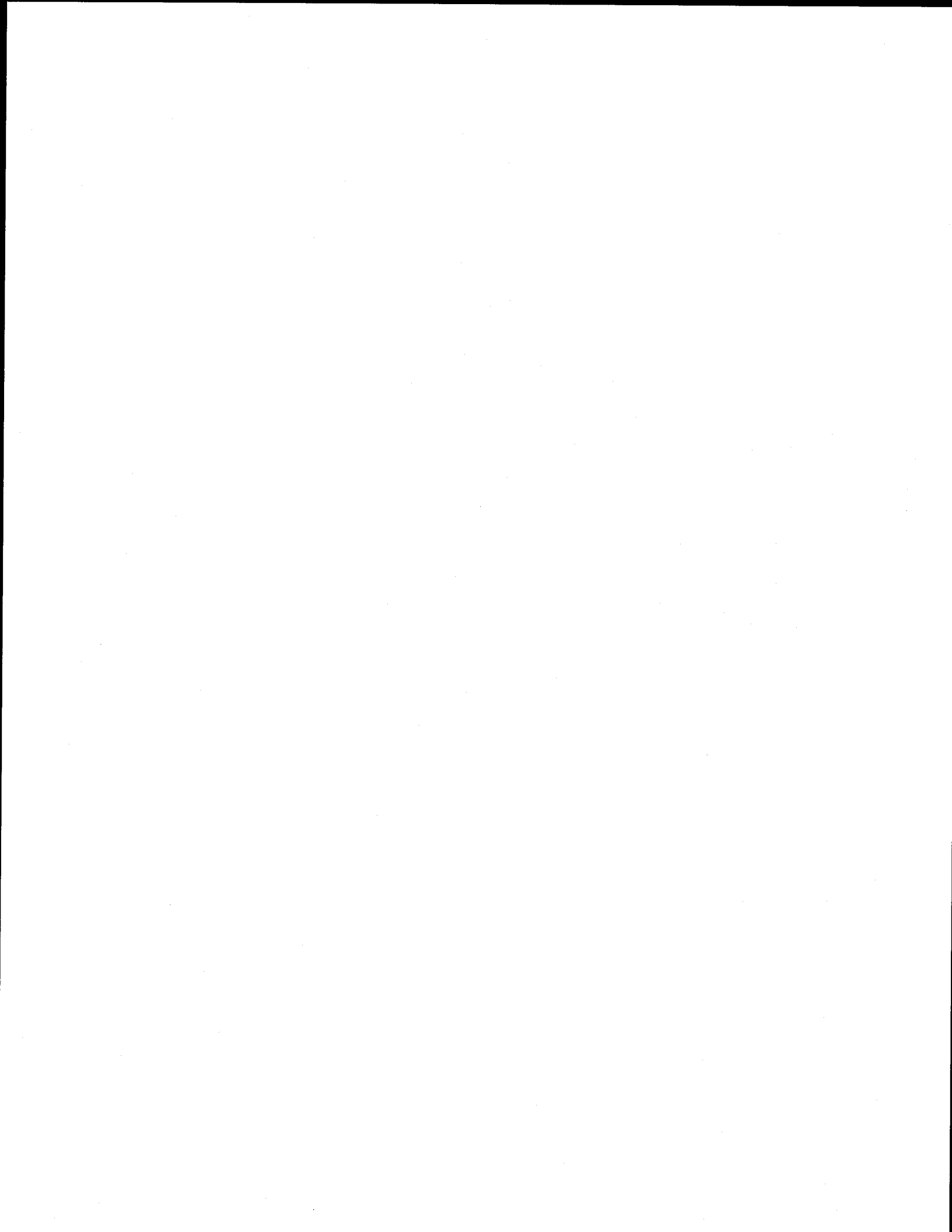
### 2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	_____	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	_____	_____
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
<b>Other (specify)</b>	_____	_____

### 3. Experience Modification Rate:

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

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



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

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

**4. OSHA Information:**

\_\_\_\_\_ Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

\_\_\_\_\_ Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

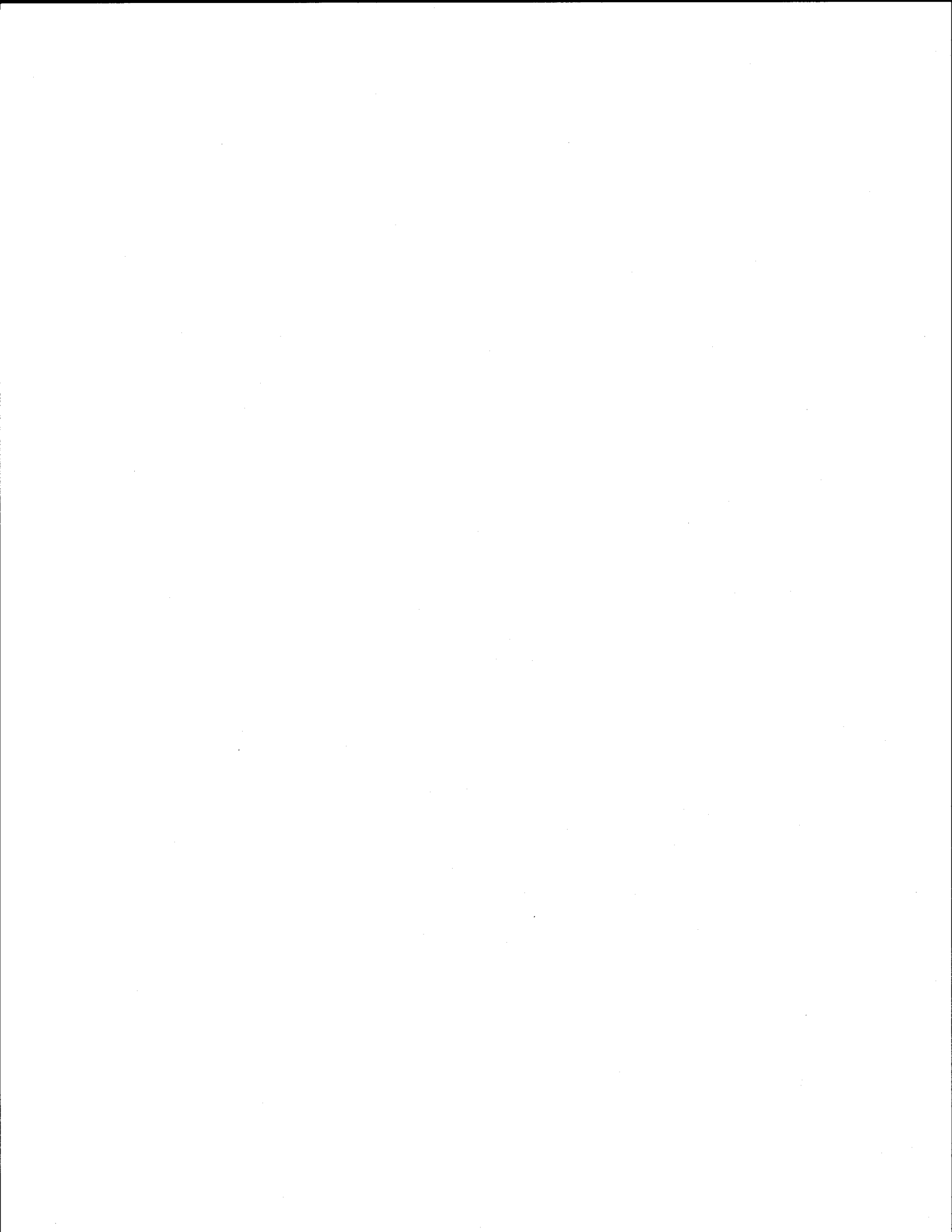
The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

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

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

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

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.



General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

**5. Safety Performance on Previous DDC Project(s)**

\_\_\_\_\_ Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): \_\_\_\_\_  
 \_\_\_\_\_

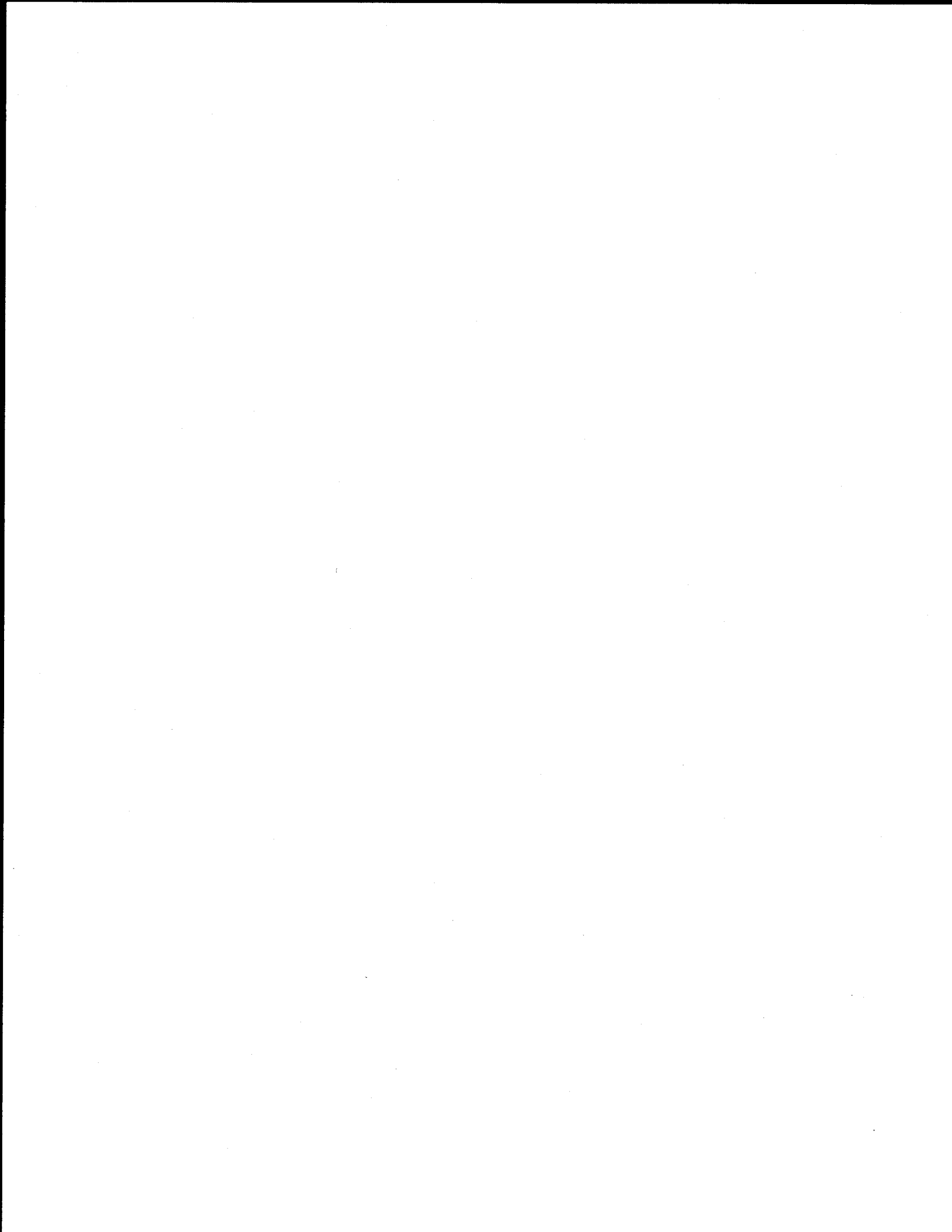
\_\_\_\_\_ Accident on previous DDC Project(s).

\_\_\_\_\_ Fatality or Life-altering Injury on DDC Project(s) within the last three years.  
 [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

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

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

Title: \_\_\_\_\_



## 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 (E) below.

If required, the bidder must submit the information described in Sections (A) through (E) below 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 which must be submitted.

In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

\*\*\*\*\*

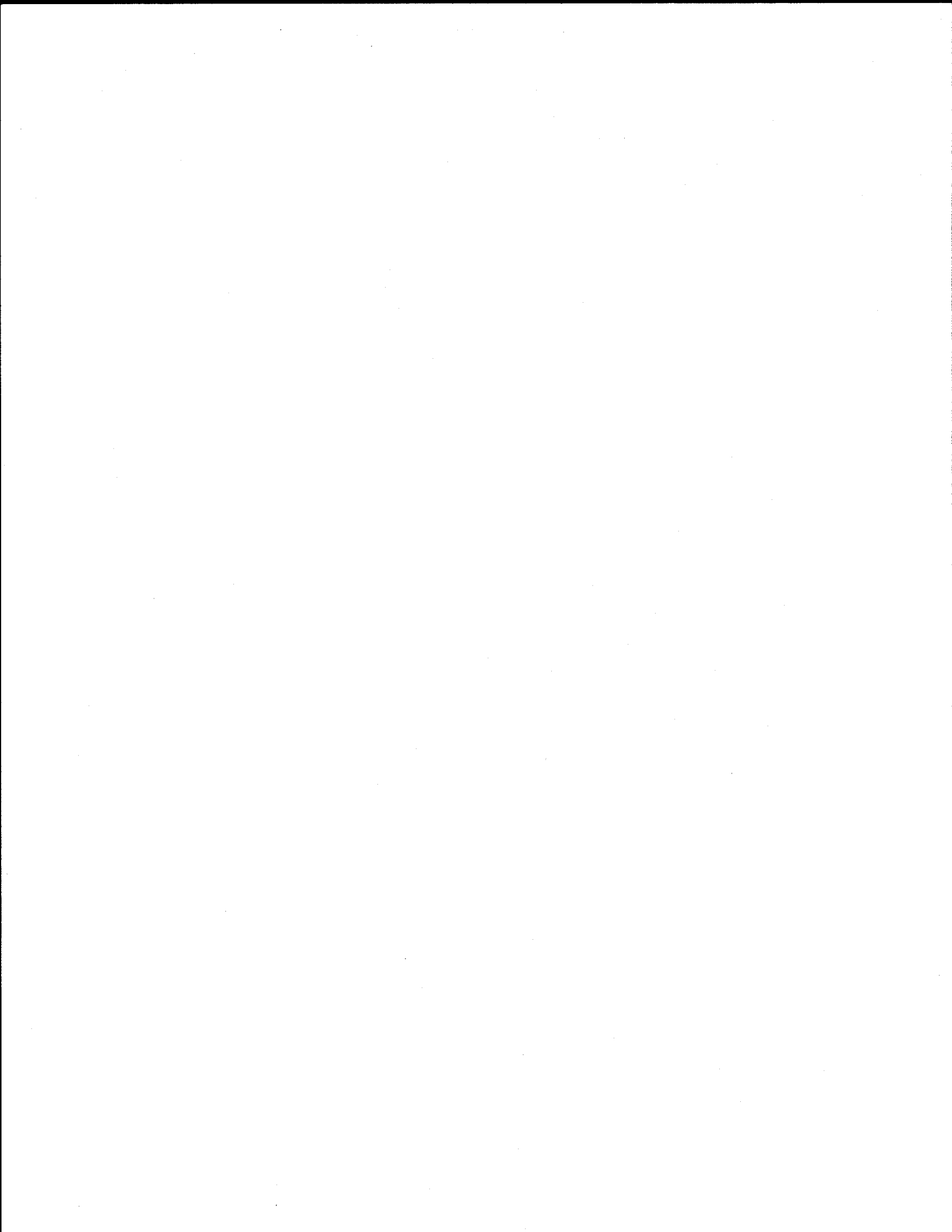
- (A) **Contractor's Bid Breakdown:** Not applicable.
- (B) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form included in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (C) **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.
- (D) **Financial Information:** If required, the bidder must submit the financial information described below:
  - (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.

Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.

Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.





(E) **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 geotechnical drilling, within the past five years.
- (2) Resumes and OSHA 10 hour construction safety certificates of all drilling personnel to be involved in the project, including the proposed project superintendent. The proposed superintendent is required to hold a 30 hour OSHA construction safety certificate.
- (3) List of significant pieces of equipment expected to be used for this contract and whether such equipment is owned or leased. Include photographs and Department of Motor Vehicle registrations for drill rigs, vacuum excavator and support vehicles.
- (4) List of assigned Maintenance and Protection of Traffic (MPT) devices required for this contract: (retro-reflective barrels, pedestrian fences, signage, arrow board and crash attenuator).
- (5) Description of work expected to be subcontracted, and to what firms, if known.
- (6) List of key material suppliers.
- (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 (E) above, the bidder shall submit such additional information as the Commissioner may require, including without limitation, an explanation or justification for specific unit price items.

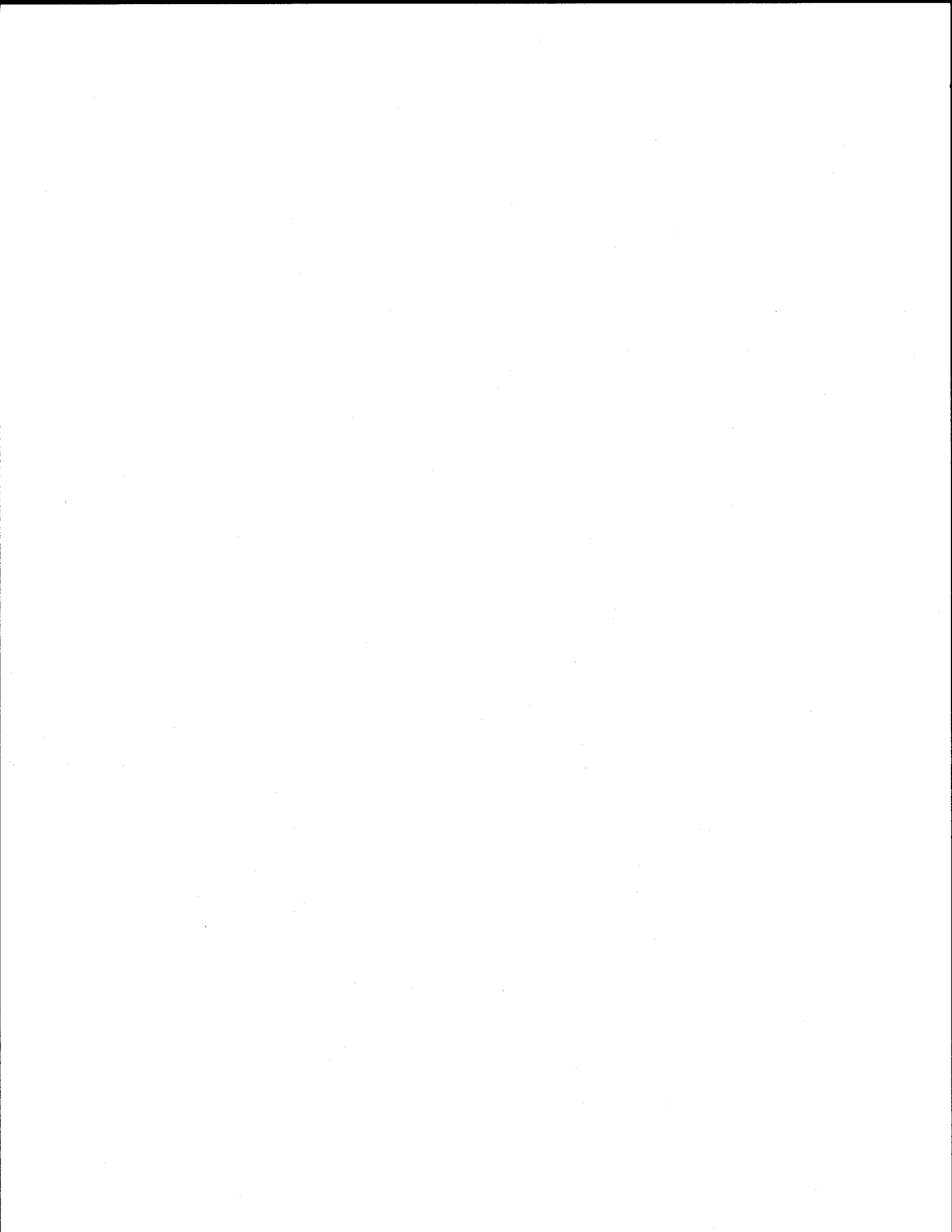
The bidder is further advised that it may be required to attend a pre-award meeting with DDC representatives. If such a meeting is convened, the bidder will be advised as to any additional material to be provided.



**A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER**

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

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



**B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER**

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

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

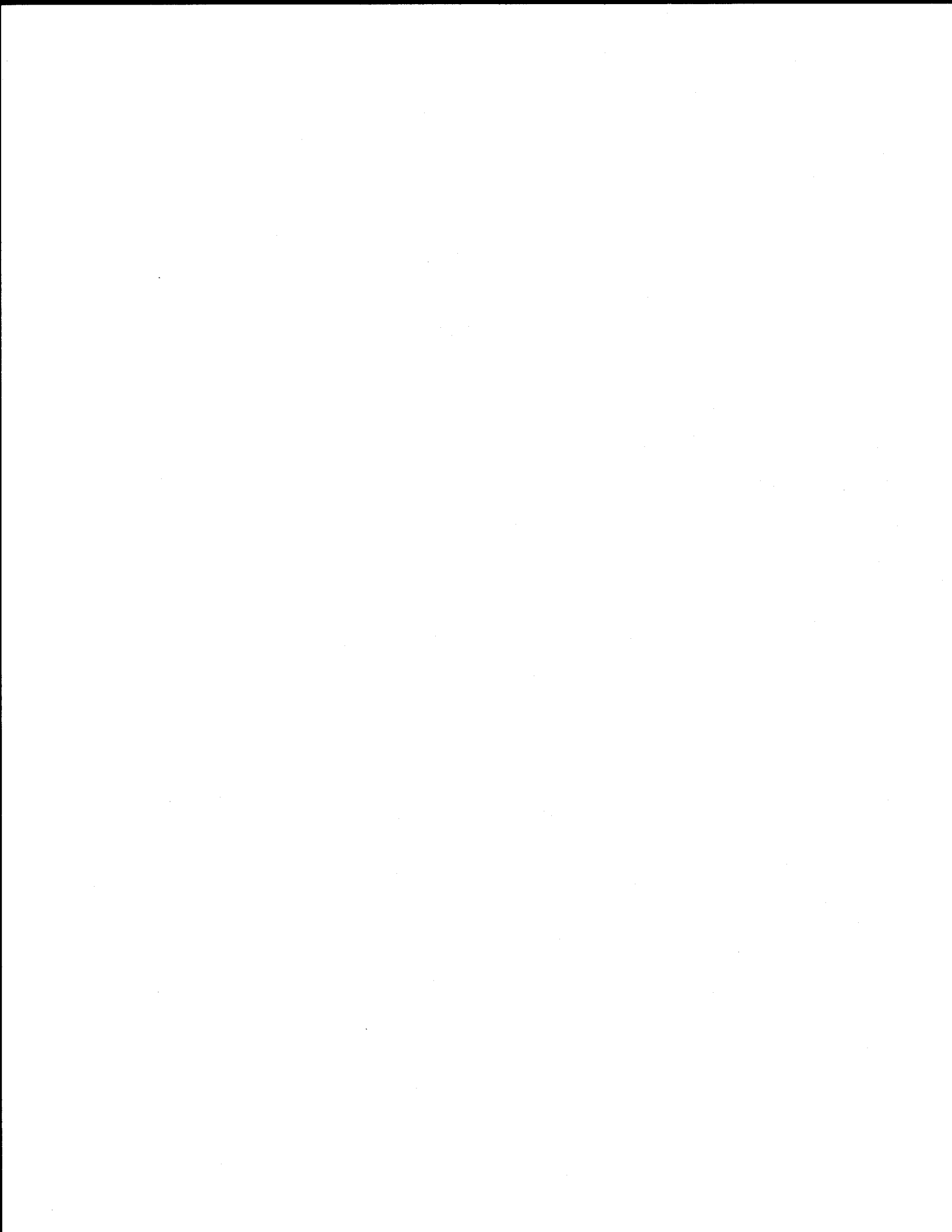


**C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER**

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

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





## VENDEX COMPLIANCE

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

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

**Bid Information:** The Bidder shall complete the bid information set forth below.

Name of Bidder: \_\_\_\_\_  
Bidder's Address: \_\_\_\_\_  
Bidder's Telephone Number: \_\_\_\_\_  
Bidder's Fax Number: \_\_\_\_\_  
Date of Bid Opening: \_\_\_\_\_  
Project ID: \_\_\_\_\_

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

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

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

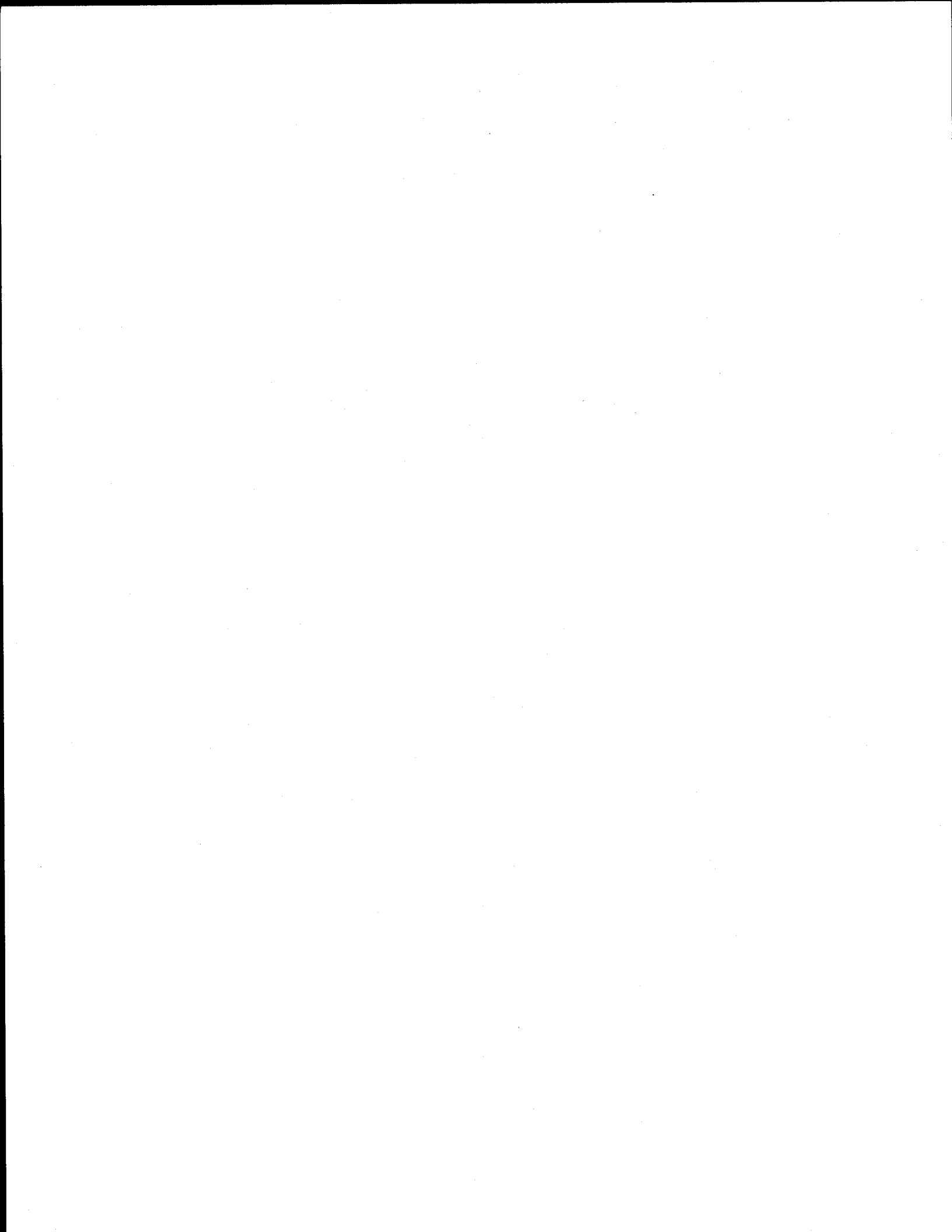
By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

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

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

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

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



**DIRECTIONS:** Please execute two originals (both with original signature).  
Please forward directly to the agency (not M.O.C.S.).



## Certificate of No Change Form

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

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

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

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

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

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

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

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

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

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

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

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

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

# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

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

## Certification *This section is required.*

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

### Certified By:

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

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

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

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

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

### Notarized By:

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

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

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

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

**DIRECTIONS:** Please execute two originals (both with original signature).  
Please forward directly to the agency (not M.O.C.S.).



## Certificate of No Change Form

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

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

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

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

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

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

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

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

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

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

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

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

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

# Principal Questionnaire

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



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

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

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

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

### **Certified By:**

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

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

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

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

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

### **Notarized By:**

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

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

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

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

ATTACHMENT I

**BID INFORMATION**

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**DESCRIPTION OF PROCUREMENT:**

**Project ID.:** PW311S15C PIN 8502015RQ0001C

**Project Description:** TAKING OF DEEP LAND BORINGS WITHING FIVE BOROUGHES OF THE CITY OF NEW YORK

**DIVISION/AGENCY:** DIVISION OF SAFETY & SITE SUPPORT  
DEPARTMENT OF DESIGN AND CONSTRUCTION

**SUBMIT BIDS ON OR BEFORE:** TUESDAY, FEBRUARY 3<sup>RD</sup>, 2015  
**BID OPENING TIME TO:** 30-30 THOMSON AVENUE, LONG ISLAND CITY, NY 11101

**BID OPENING PLACE:** 1<sup>ST</sup> FLOOR BID ROOM

**BID OPENING DATE AND HOUR:** TUESDAY, FEBRUARY 3<sup>RD</sup>, 2015 AT 2:00 PM

**PRE-BID CONFERENCE DATE AND HOUR:** WEDNESDAY, JANUARY 21<sup>ST</sup>, 2015 AT 10:00 AM  
30-30 THOMSON AVENUE, 1<sup>ST</sup> FLOOR, BID ROOM  
LONG ISLAND CITY, NY 11101  
MANDATORY YES  
OPTIONAL \_\_\_\_\_  
NONE \_\_\_\_\_

**BID SECURITY:** REQUIRED        Yes   X   No

CERTIFIED CHECK in the amount of: N/A

**PERFORMANCE AND PAYMENT SECURITY:** Not Required

**CONTACT PERSON:** LORRAINE HOLLEY      **PHONE:** 718-391-2200

**ADDITIONAL REMARKS:**

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**ATTACHMENT 2**

**M/WBE PROGRAM**

**SCHEDULE B: M/WBE UTILIZATION PLAN**

Bidders are advised that M/WBE Participation Goals have been established for this contract if an "X" is indicated before the word "Yes".

\_\_\_\_\_ YES          X     NO

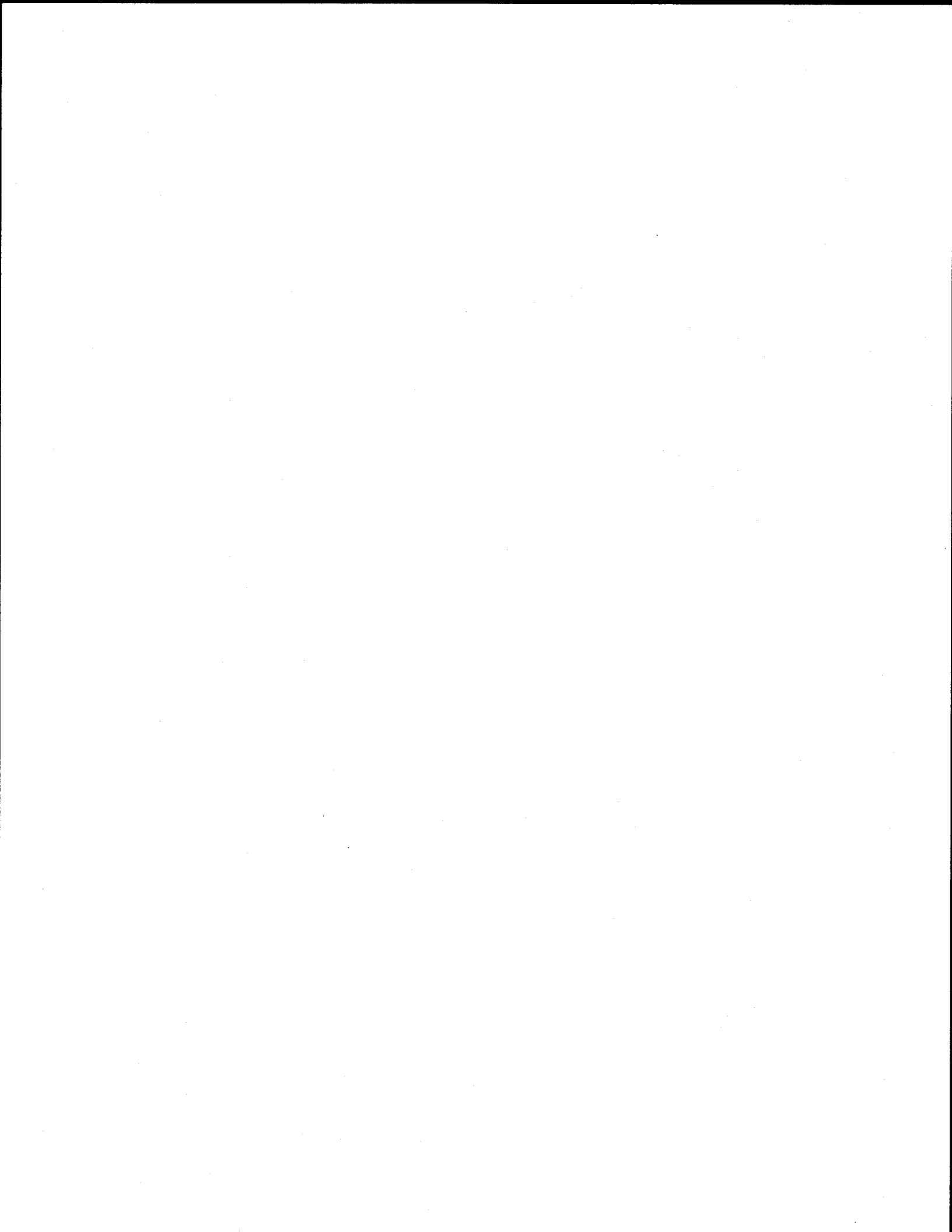
**M/WBE Program Requirements:** The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled "Notice to All Prospective Contractors".

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

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

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

**Impact on LBE Requirements:** If 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 the article of the Contract entitled "Locally Based Enterprise Program".



**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

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

**ARTICLE I. M/WBE PROGRAM**

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

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

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

**PART A**

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

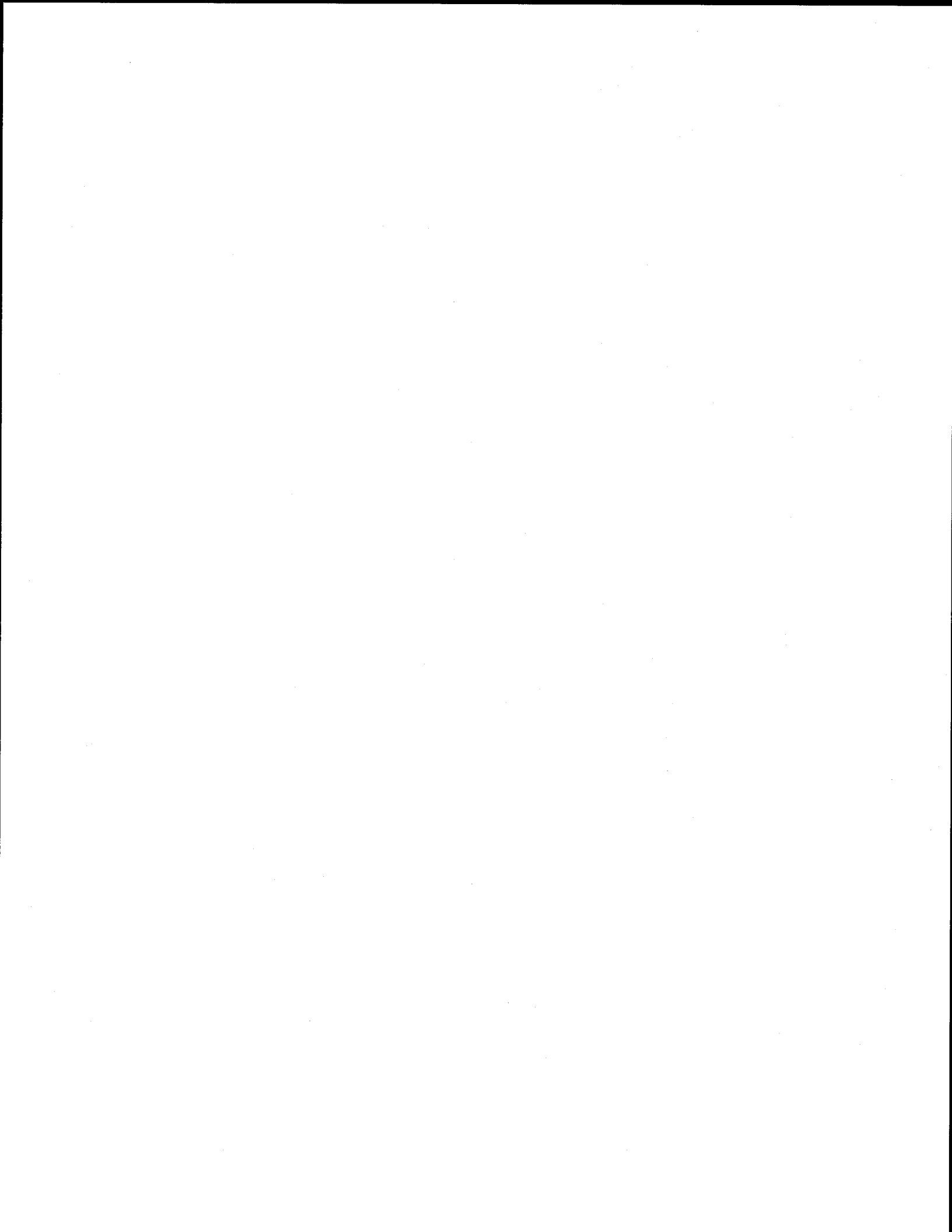
1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule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

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

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

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

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of



Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

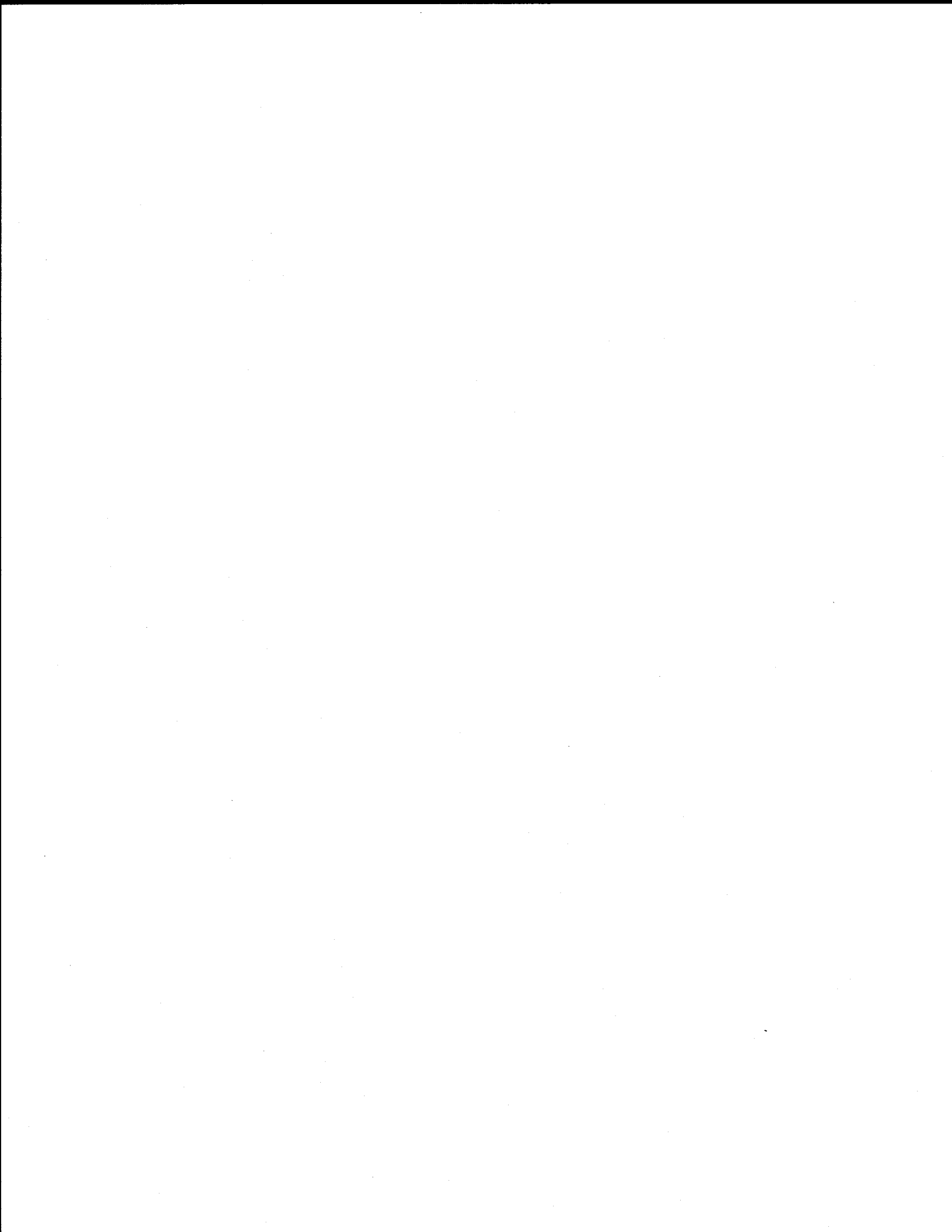
4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified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

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

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

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam**



heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

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

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

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

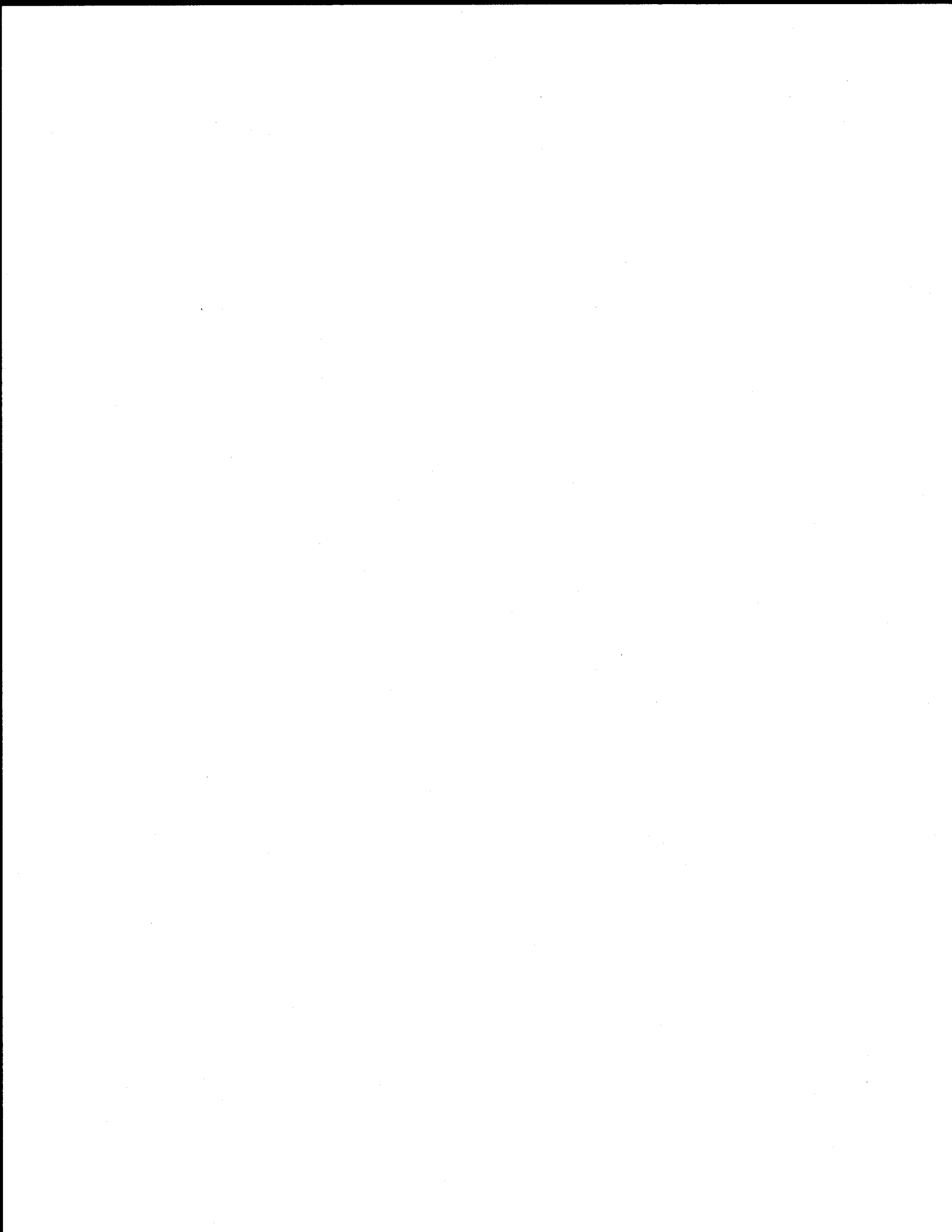
9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the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

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

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

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





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

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

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

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

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

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

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



work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

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

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

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

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

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

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

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

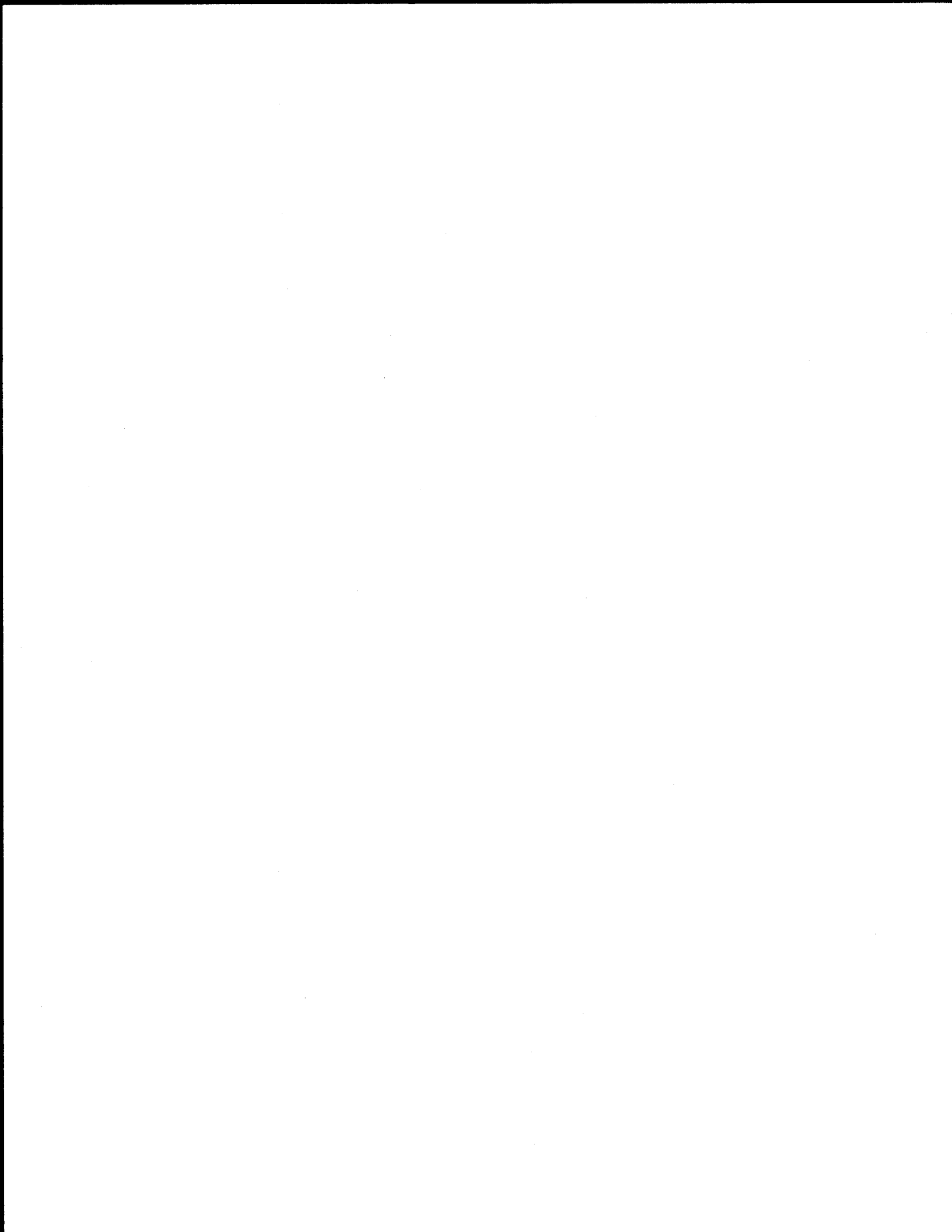
#### **ARTICLE II. ENFORCEMENT**

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

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

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

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;



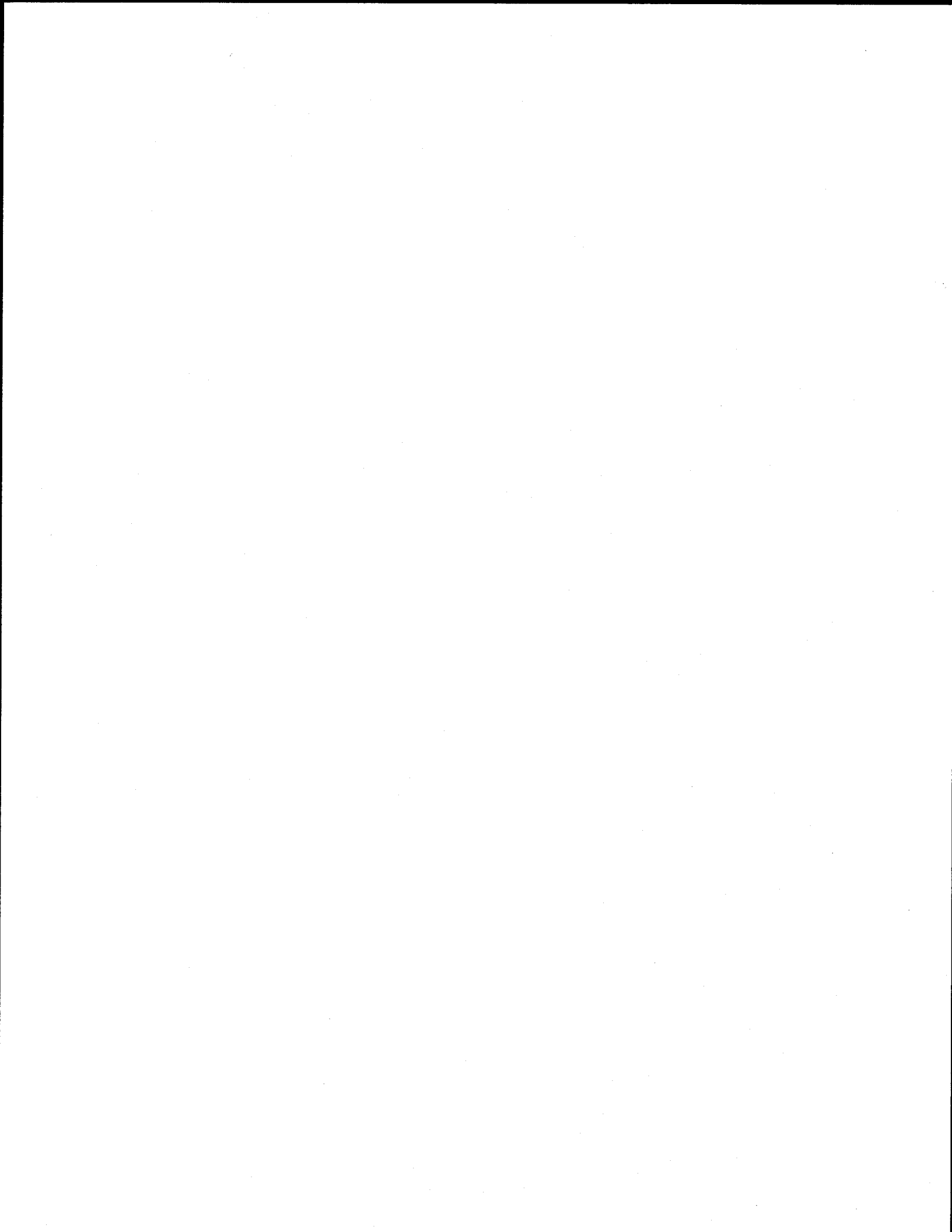
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

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

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

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

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



**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 # 85015B0008 FMS Project ID#: PW311S15C  
 Project Title/ Agency PIN # Taking of Deep Land Borings Citywide Within the City of New York/8502015RQ0001C  
 Bid/Proposal Response Date TUESDAY, FEBRUARY 3<sup>RD</sup>, 2015  
 Contracting Agency Department of Design and Construction  
 Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101  
 Contact Person Diana A. Benjamin Title MWBE Liaison & Compliance Analyst  
 Telephone # (718) 391 - 3470 Email: Benjamidi@ddc.nyc.gov

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

Taking of Deep Land Borings Citywide within the City of New York

City-Wide  
 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: **Professional**

Group	Percentage
<b>Unspecified*</b>	<b>0%</b>
or	
Black American	<b>UNSPECIFIED</b>
Hispanic American	<b>UNSPECIFIED</b>
Asian American	<b>NO GOAL</b>
Women	<b>UNSPECIFIED</b>
<b>Total Participation Goals</b>	<b>0%</b> <b>Line 1</b>

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

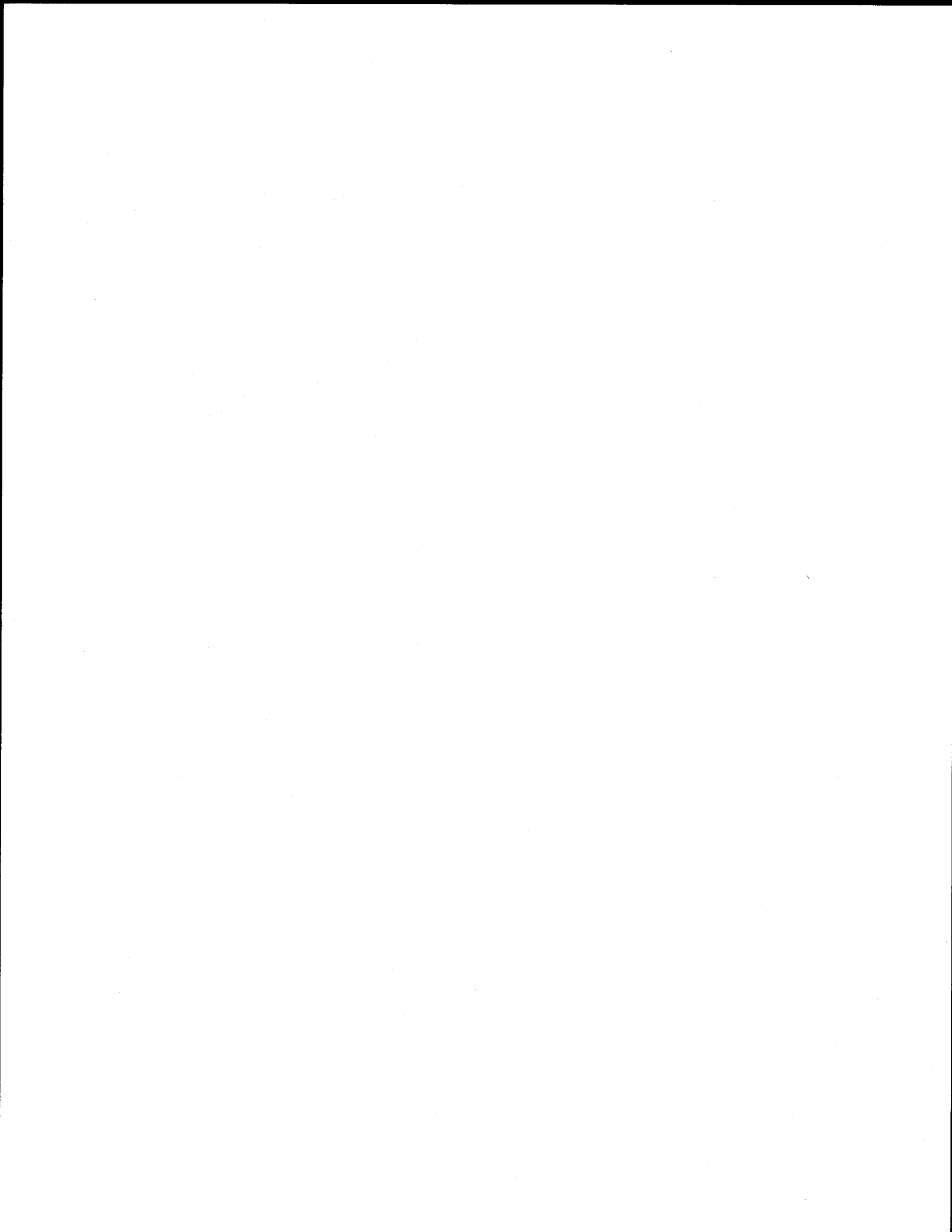




ATTACHMENT 3

**CONSTRUCTION EMPLOYMENT REPORT**

**Construction Employment Report:** If the bid is \$1,000,000 or more, the bidder must complete and submit the Construction Employment Report set forth on the following pages.



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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

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

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

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



13. Number of employees in your company: \_\_\_\_\_

14. Contract information:

(a) \_\_\_\_\_ (b) \_\_\_\_\_  
Contracting Agency (City Agency) Contract Amount

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

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

(g) Description and location of proposed contract:

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

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

If yes. attach a copy of certificate.

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

If yes. attach a copy of certificate.

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

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

Yes \_\_\_ No \_\_\_ If yes.

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

Agency to which submitted: \_\_\_\_\_

Name of Agency Person: \_\_\_\_\_

Contract No: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

If yes.



(a) Name and address of OFCCP office.

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(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?

Yes \_\_\_ No \_\_\_

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes \_\_\_ No \_\_\_

If yes, attach a copy of such findings.

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

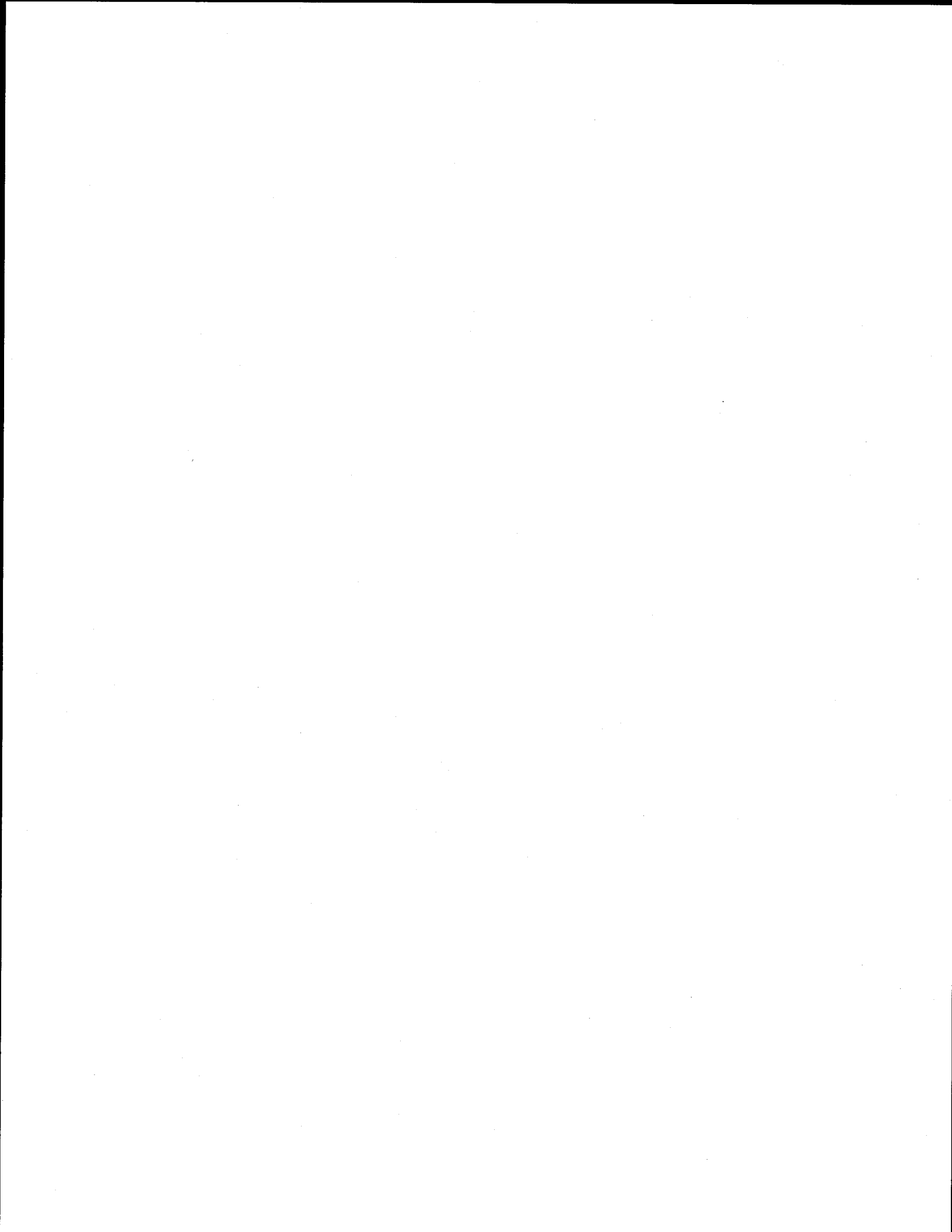
If yes, attach a list of such associations and all applicable CBA's.

## PART II: DOCUMENTS REQUIRED

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- \_\_\_ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- \_\_\_ (b) Disability, life, other insurance coverage/description
- \_\_\_ (c) Employee Policy/Handbook
- \_\_\_ (d) Personnel Policy/Manual
- \_\_\_ (e) Supervisor's Policy/Manual
- \_\_\_ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- \_\_\_ (g) Collective bargaining agreement(s).
- \_\_\_ (h) Employment Application(s)
- \_\_\_ (i) Employee evaluation policy/form(s).
- \_\_\_ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?





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

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

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

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

If yes, is the medical examination given:

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

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

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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.

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

- \_\_\_ Minorities and Women
- \_\_\_ Individuals with handicaps
- \_\_\_ Other. Please specify \_\_\_\_\_

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

If yes, please attach a copy of this policy.

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



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

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

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

If yes, attach a log. See instructions.

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

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

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

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

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**SIGNATURE PAGE**

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Date

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

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

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

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

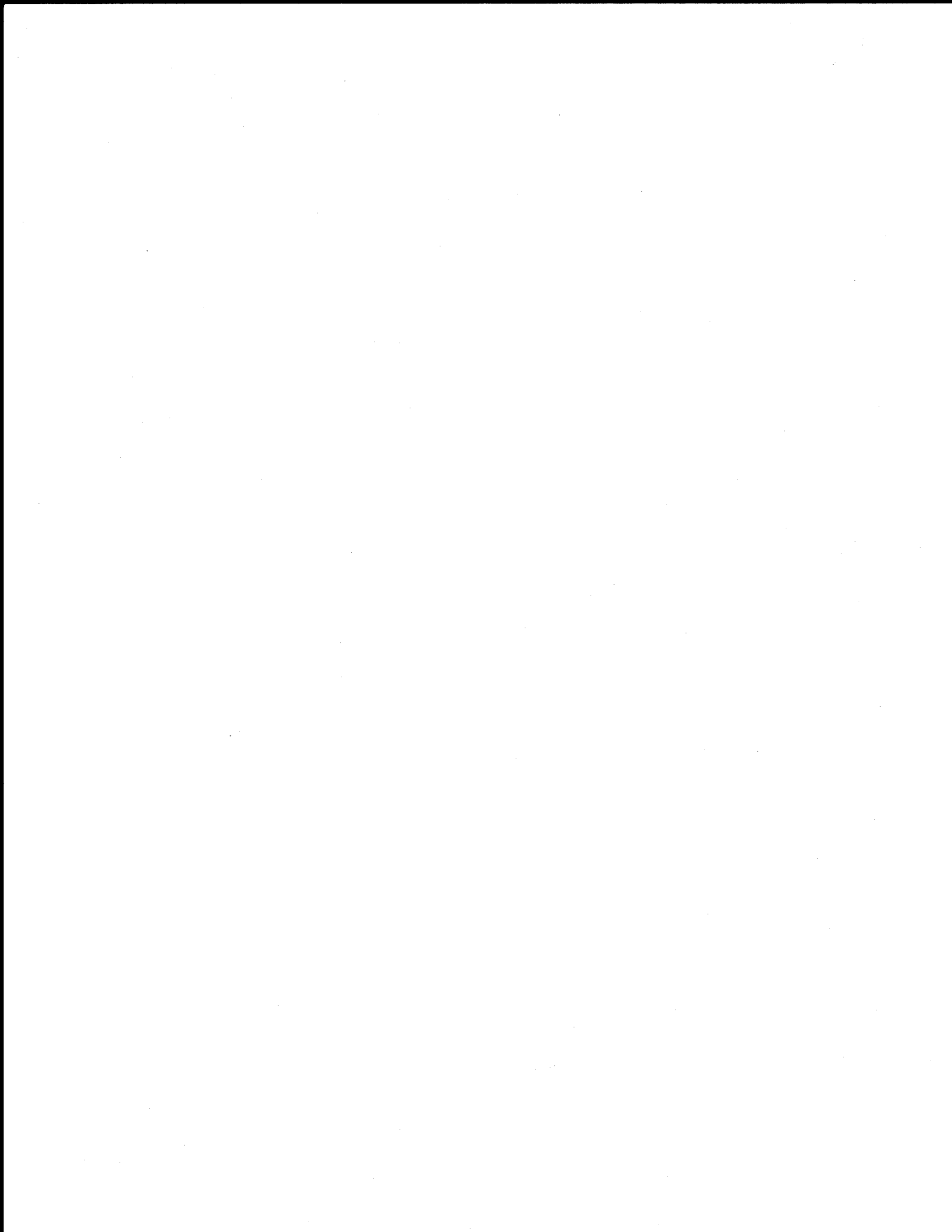
**Only original signatures accepted.**

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

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

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

\_\_\_\_\_  
Date



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

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

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

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

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

**OWNERSHIP CODES**

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





**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

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

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 B: PROJECTED WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female  
(Col. #2.3.4.5.7.8.9. & 10): \_\_\_\_\_

Total Female  
(Col. #6 - 10): \_\_\_\_\_

**MALES**

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J  
H  
A  
TRN  
TOT

**FEMALES**

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

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

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**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female (Col. #2.3.4.5.7.8.9. & 10): \_\_\_\_\_

Total Female (Col. #6 - 10): \_\_\_\_\_

**MALES**

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

**FEMALES**

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

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

---



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**FORM C: CURRENT WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

Total Minority, Male & Female  
(Col. #2.3.4.5.7.8.9. & 10): \_\_\_\_\_

Total Female  
(Col. #6 - 10): \_\_\_\_\_

**MALES**

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J  
H  
A  
TRN  
TOT

**FEMALES**

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

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

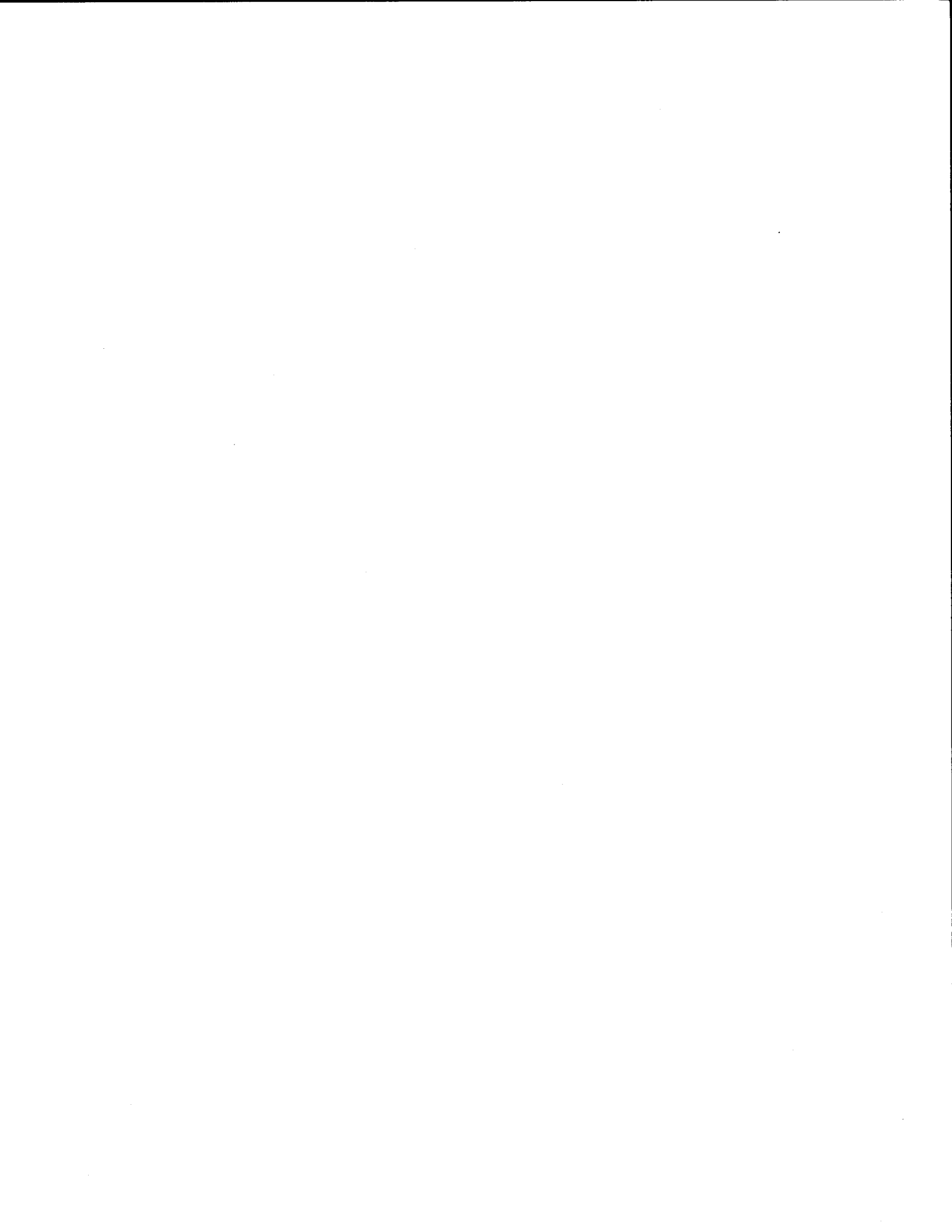
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PROJECT No. PW311S15C

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY AND SITE SUPPORT  
30-30 THOMSON AVENUE, LONG ISLAND CITY, NEW YORK 111043045  
TELEPHONE NUMBER (718) 391-1000

WEBSITE [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)



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

**TAKING OF DEEP LAND BORINGS WITHIN FIVE BOROUGHES OF  
THE CITY OF NEW YORK**

LOCATED AT *VARIOUS ADDRESSES*  
IN ALL BOROUGHES OF  
THE CITY OF NEW YORK

Contractor \_\_\_\_\_

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

Assigned to \_\_\_\_\_

Approved as to Form  
Certified as to Legal Authority

Acting Corporation Counsel \_\_\_\_\_

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

Examined and Found Correct

Contract Clerk  
Comptroller

Entered in the Comptroller's Office

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

First Assistant Bookkeeper





**PROJECT NO. PW311S15C**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY AND SITE SUPPORT  
30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE NUMBER (718) 391-1000  
WEBSITE [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)**

# **INFORMATION FOR BIDDERS, AGREEMENT, AND SPECIFICATIONS**

**FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY  
AND REQUIRED FOR:**

## **TAKING OF DEEP LAND BORINGS WITHIN FIVE BOROUGHES OF THE CITY OF NEW YORK**

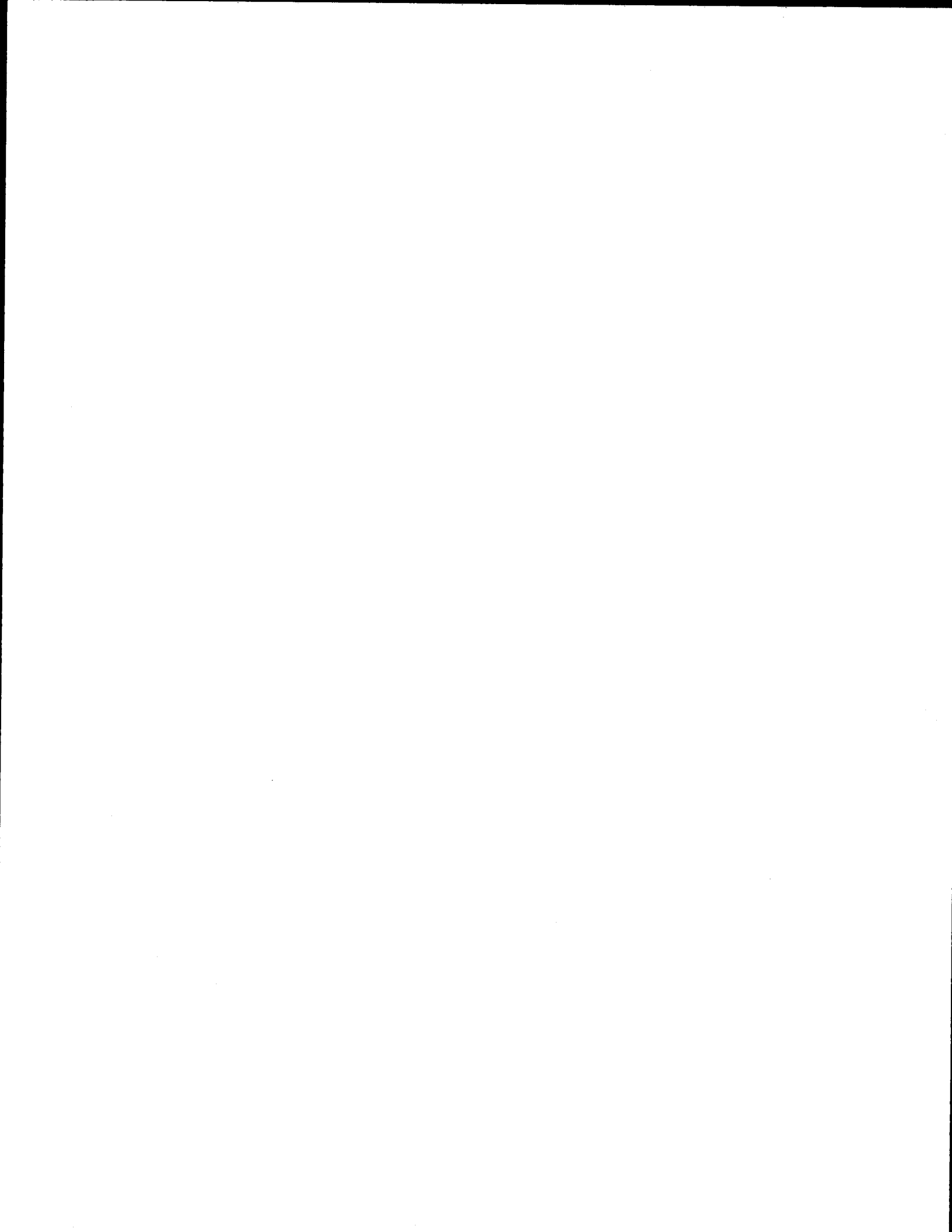
**VOLUME 2 OF 2**

**PREPARED BY: THE DIVISION OF SAFETY AND SITE SUPPORT  
BUREAU OF ENVIRONMENTAL AND  
GEOTECHNICAL SERVICES**

**NOVEMBER 2014**



**5-036**



**CITY OF NEW YORK**  
**DEPARTMENT OF**  
**DESIGN AND CONSTRUCTION**  
**DIVISION OF SAFETY & SITE SUPPORT**

**INFORMATION FOR BIDDERS**

**SEPTEMBER 2013**



## INFORMATION FOR BIDDERS

### 1. Description and Location of Work

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

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

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

### 3. Definitions

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

### 4. Invitation For Bids and Contract Documents

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

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

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

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

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

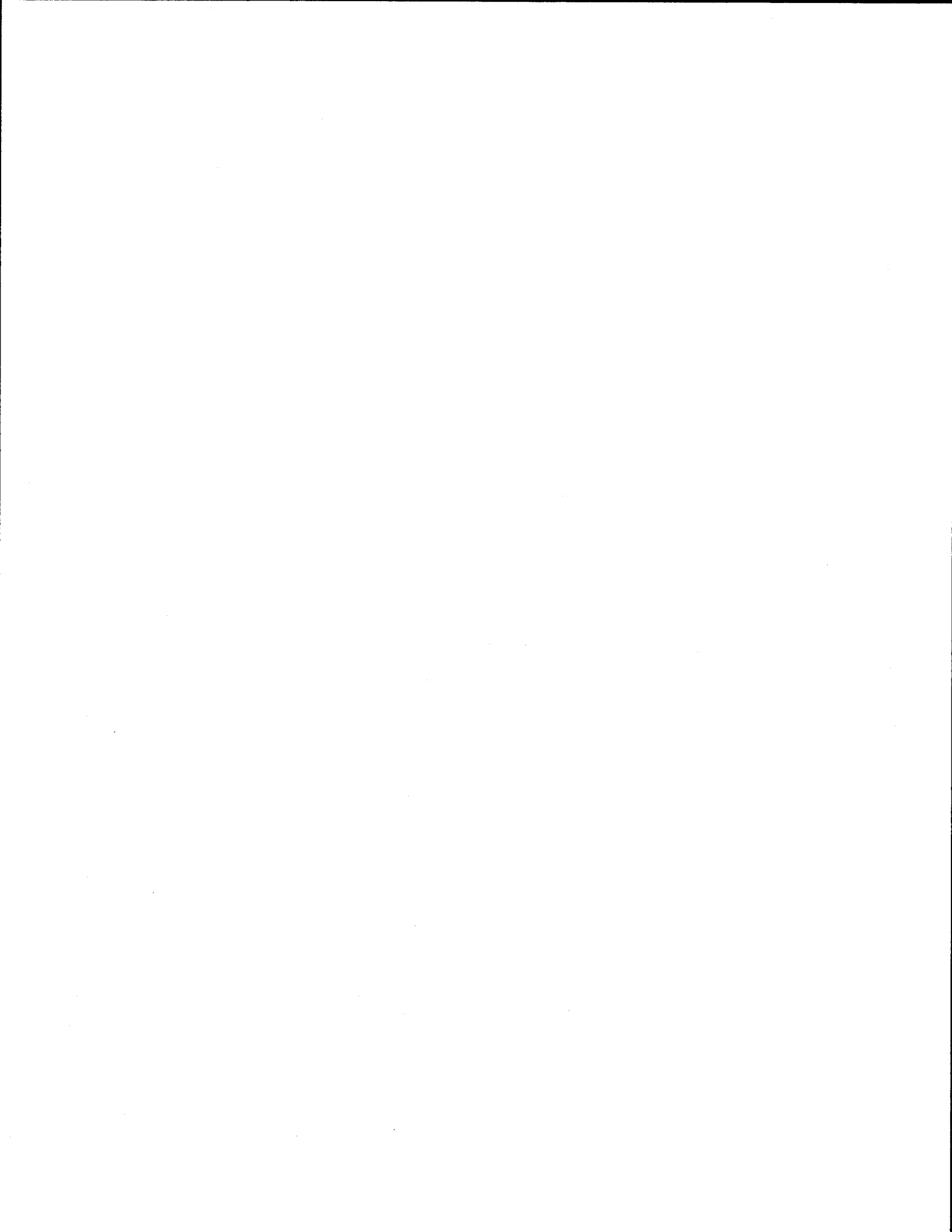
(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to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

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

### 5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall





change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

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

7. Bidder's Oath

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

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

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

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

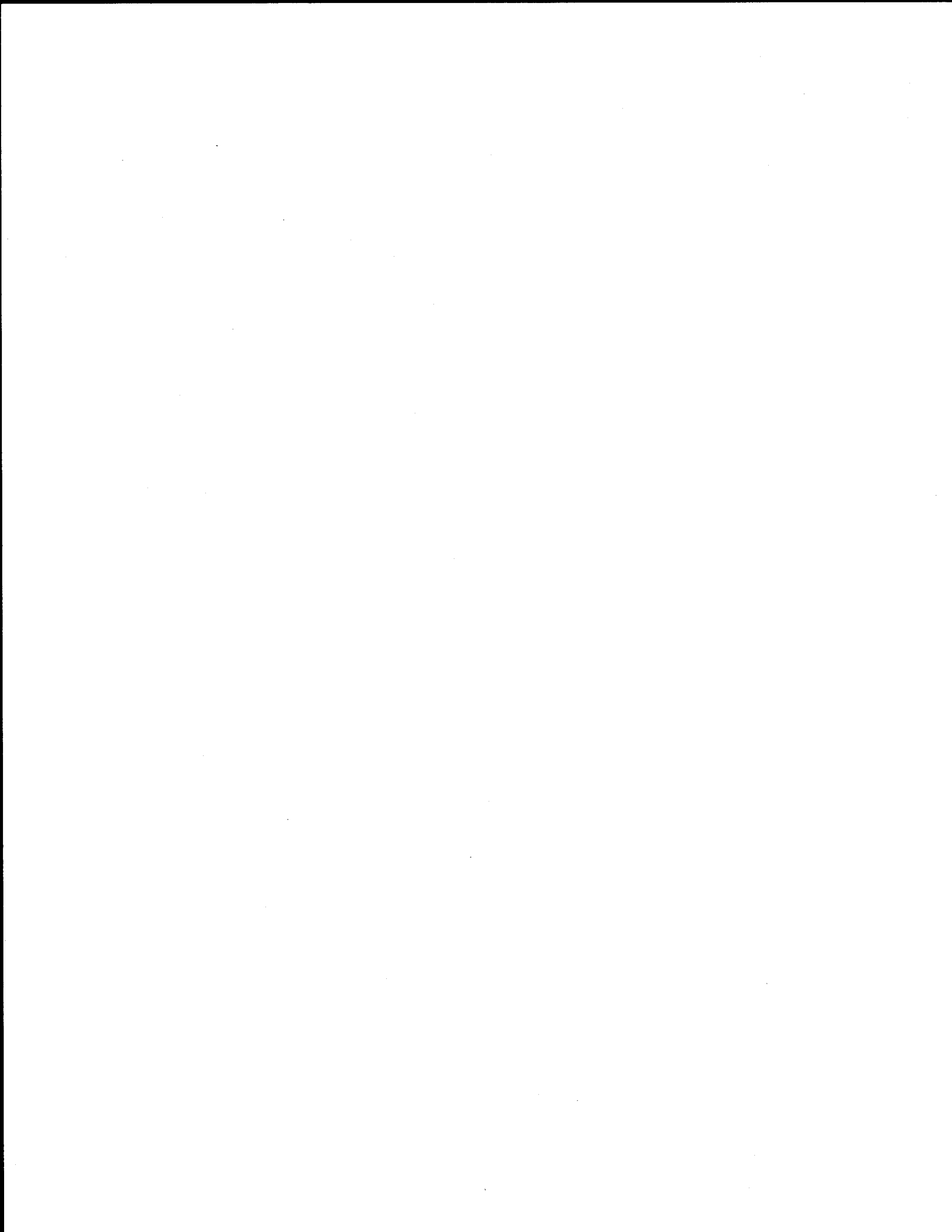
(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

9. Examination of Proposed Contract

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

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

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



10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

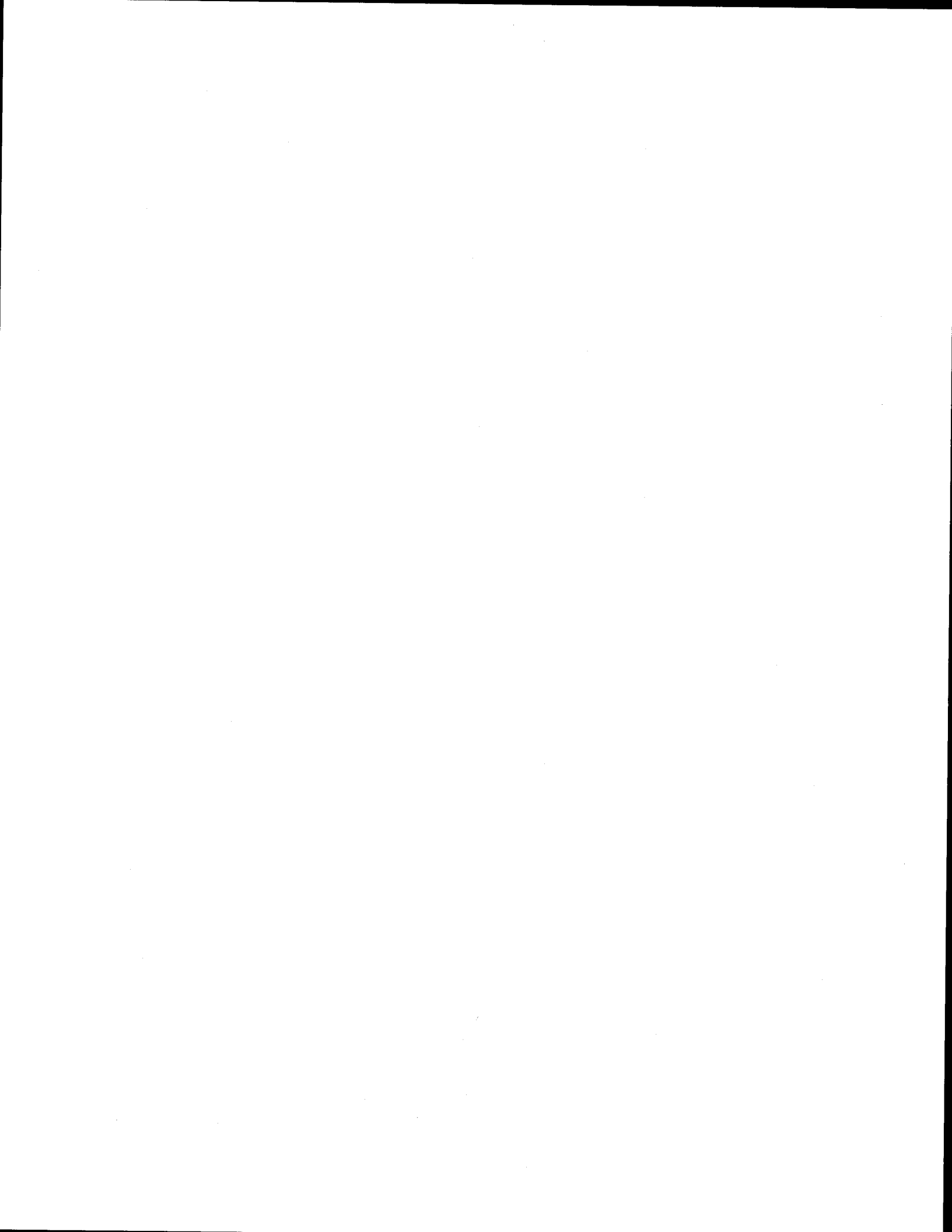
(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the



requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

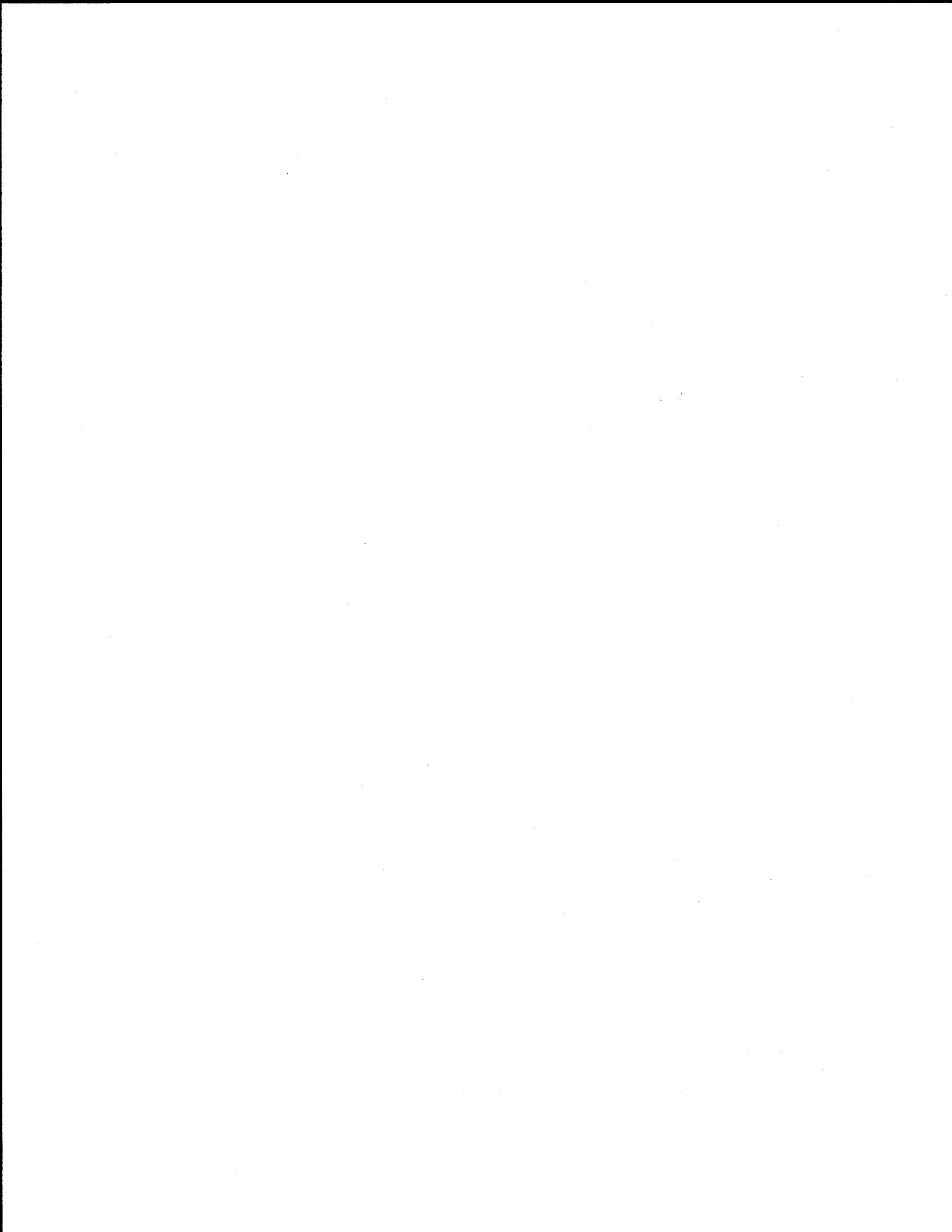
(B) Mistakes Discovered Before Award

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

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

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

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



20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity





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

24. VENDEX Questionnaires

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

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

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact 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 (included in 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 (included in the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

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

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;



- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

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

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

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

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

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

#### 27. Failure to Execute Contract

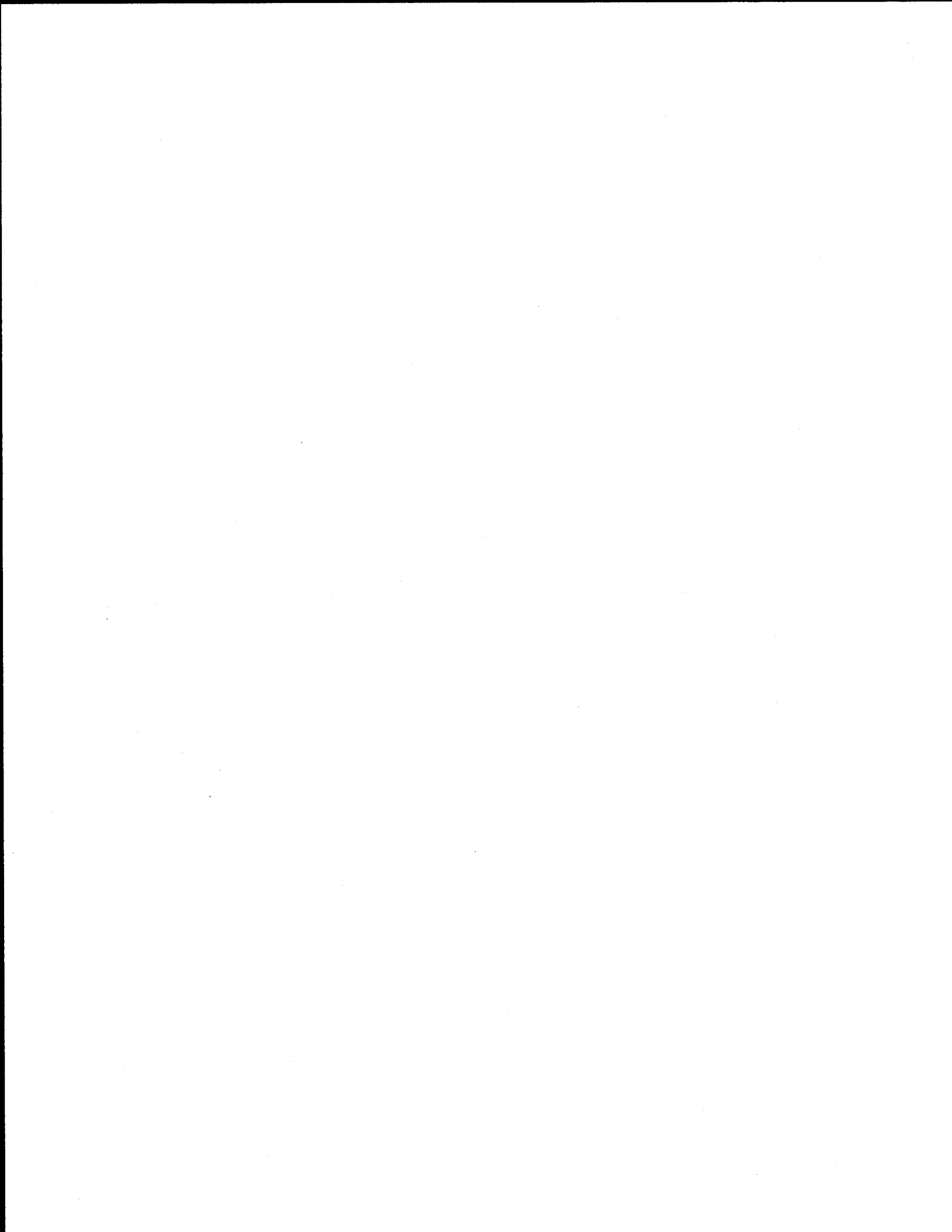
In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by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

#### 28. Bidder Responsibilities and Qualifications

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

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

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.



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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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



33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

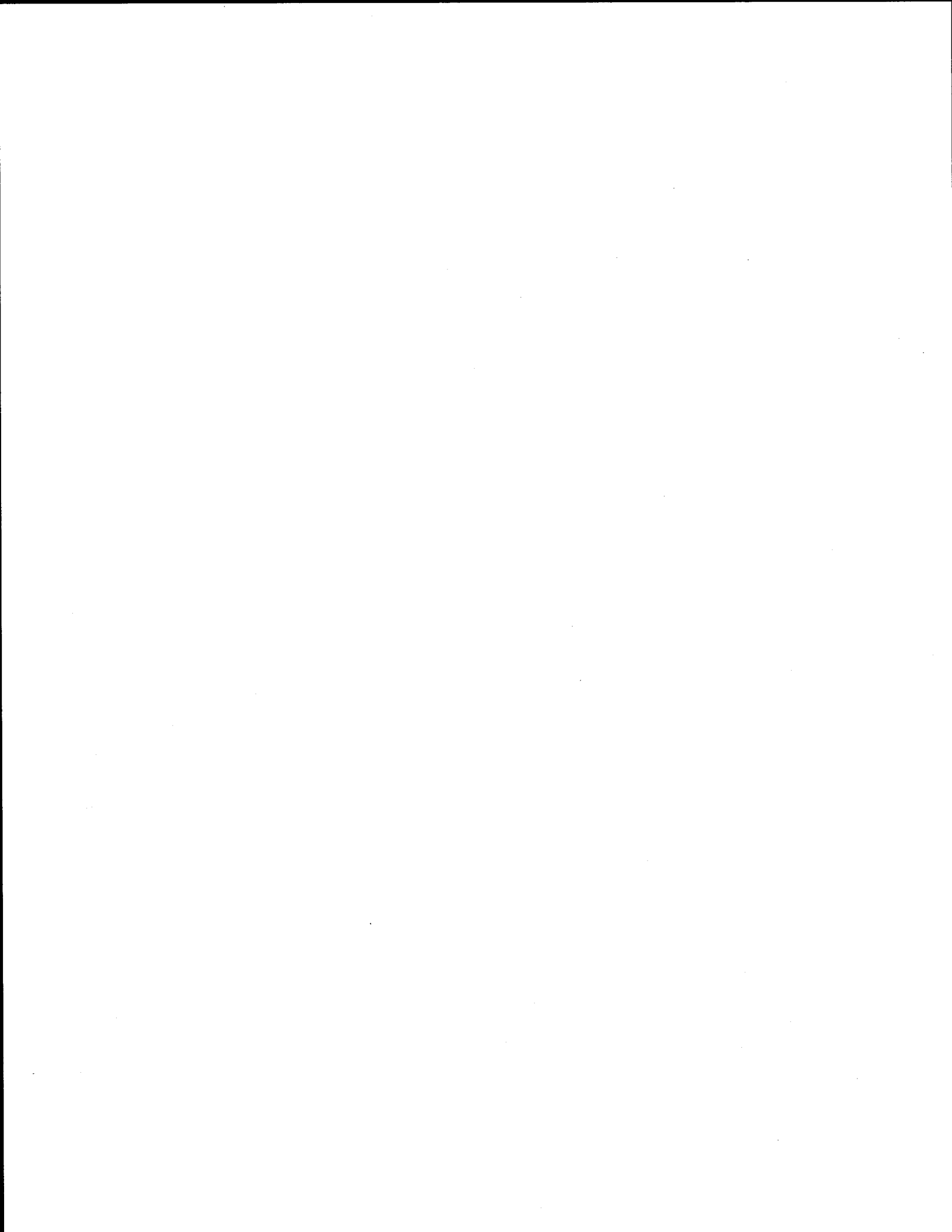
- (1) the percentage, dollar amount and type of work to be subcontracted; and
- (2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

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

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

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



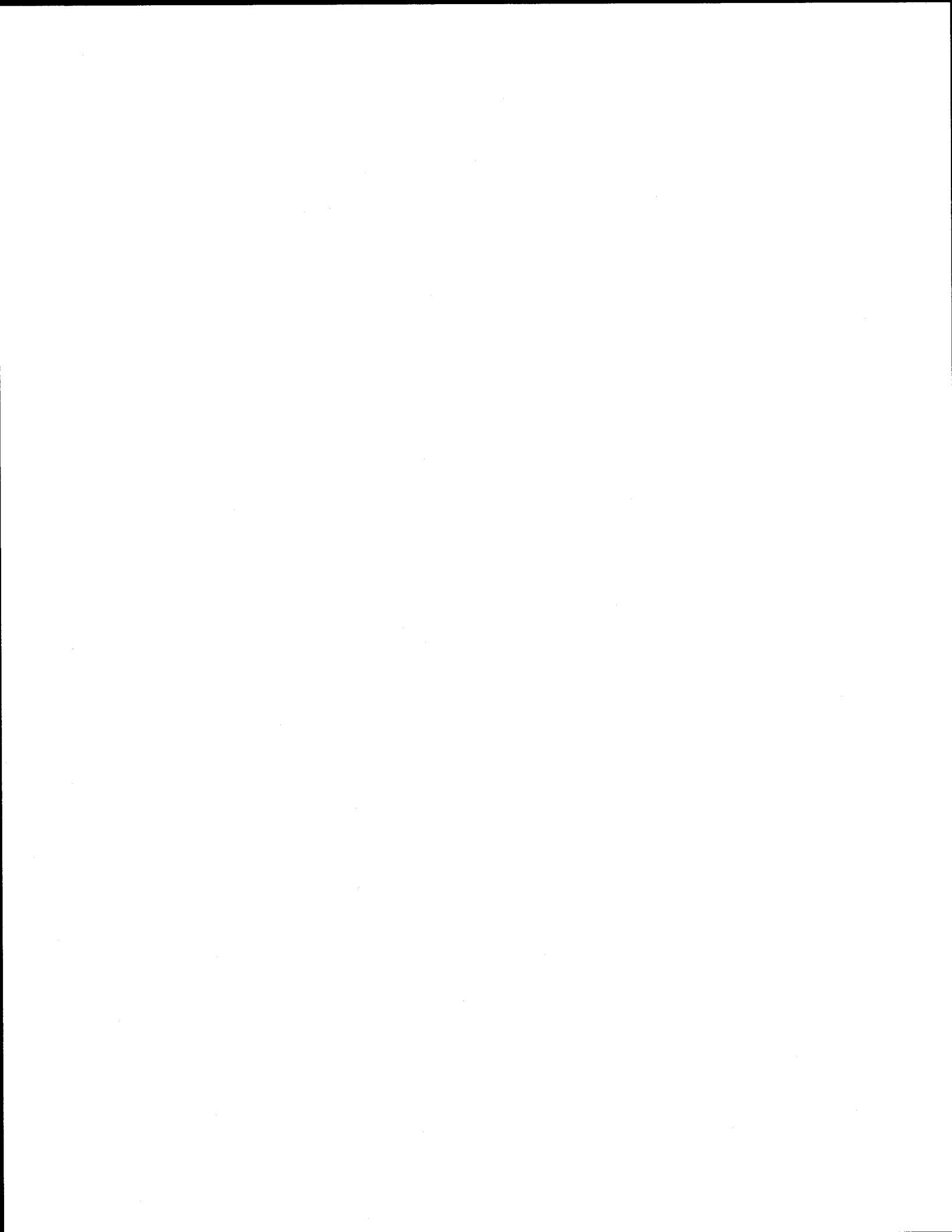


- (c) the dates when the LBE subcontract work will commence and end.
- (2) The following documents shall be attached to the "LBE Participation Schedule":
  - (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
  - (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
  - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
- (3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
  - (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;
  - (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
  - (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
  - (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
  - (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
  - (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
    - (i) The names, address and telephone numbers of LBE firms that are contacted;
    - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
    - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
    - (iv) A statement of why agreements with LBE firms were not reached;
  - (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
  - (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

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

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



38. Bid Submission Requirements

Bid submission requirements are set forth in the Bid Booklet.

39. Comptroller's Certificate

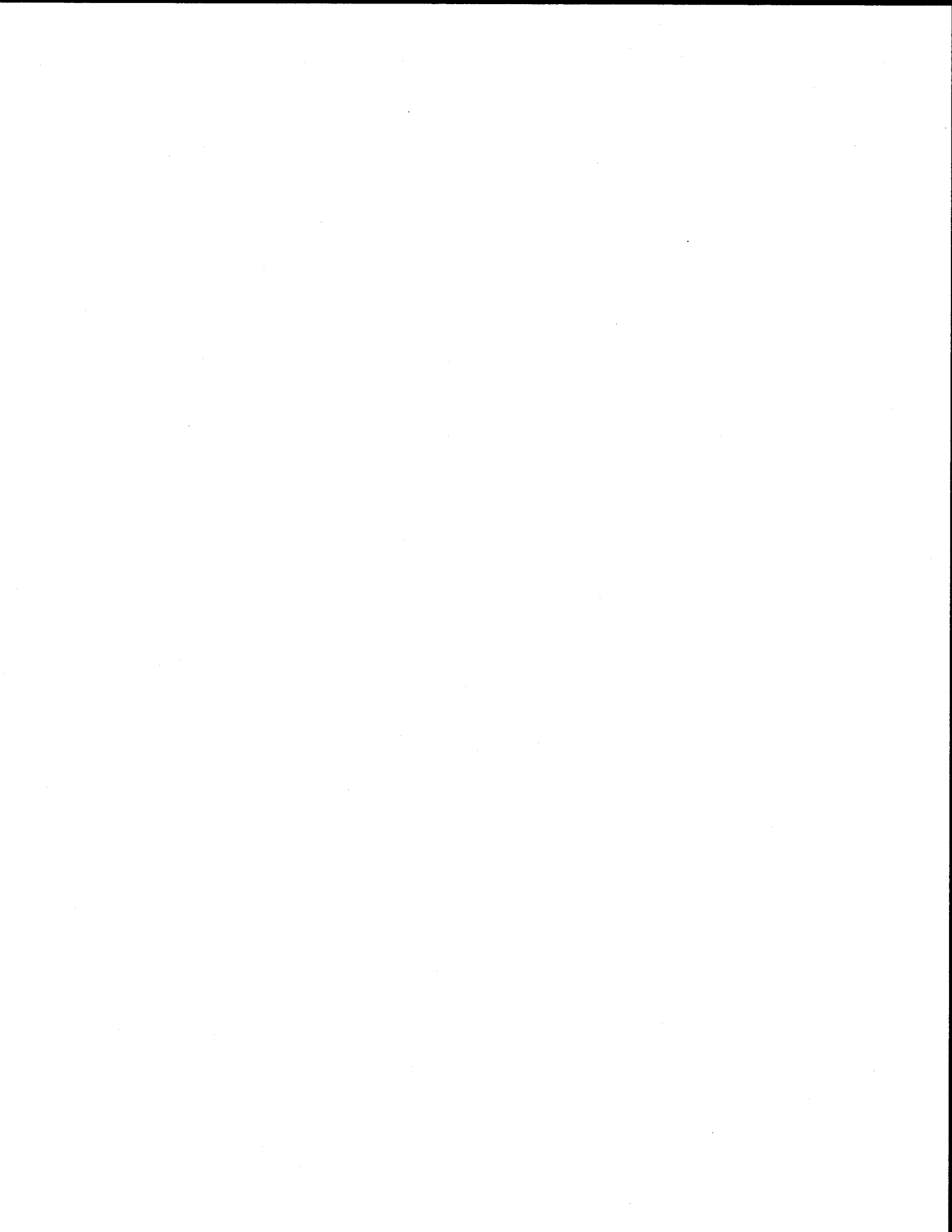
This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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



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

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

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



## I. POLICY ON SITE SAFETY

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

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

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

## II. PURPOSE

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

## III. DEFINITIONS

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

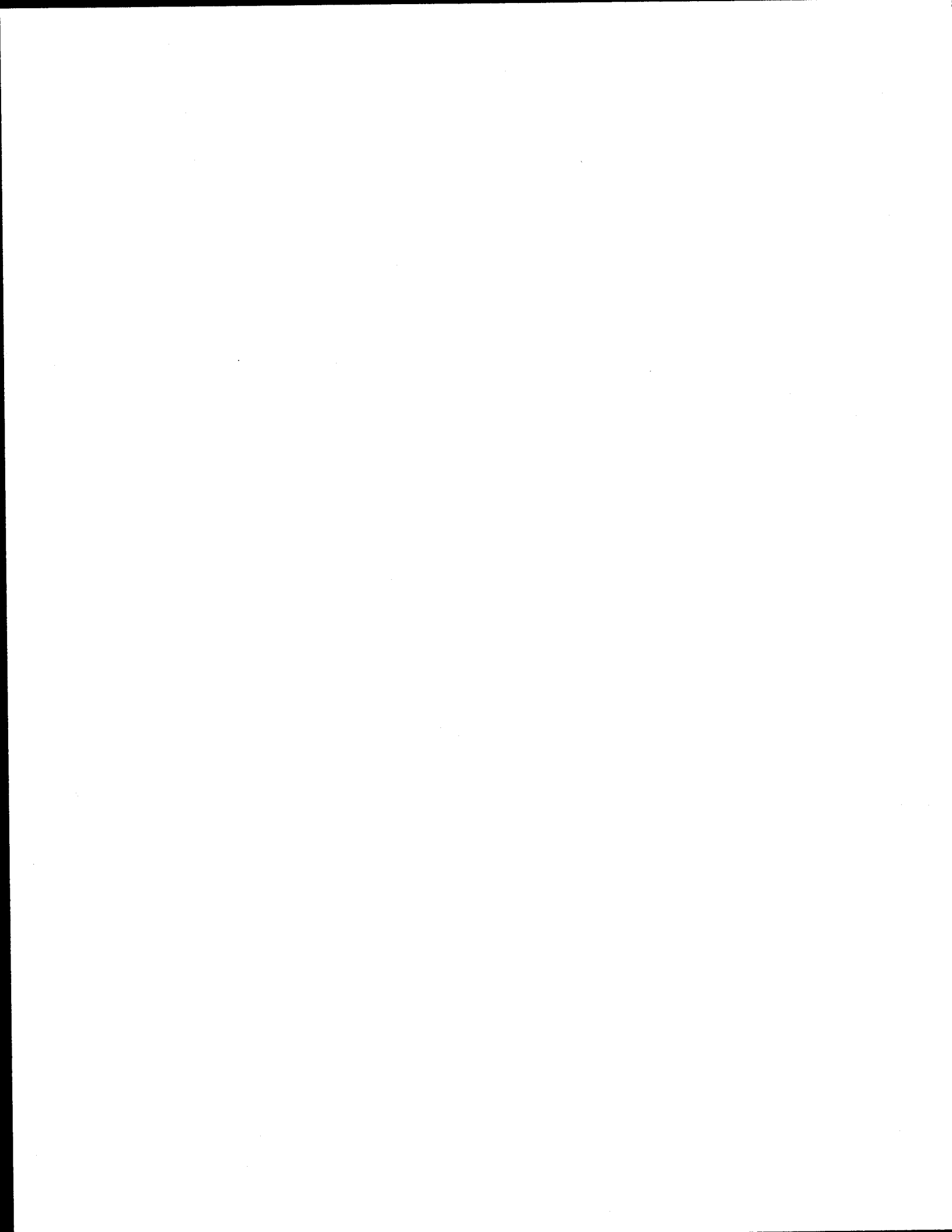
**Competent Person:** As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures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

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

**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 award 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 award and is subject to review and acceptance by the Construction Safety Unit.

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

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

#### **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**

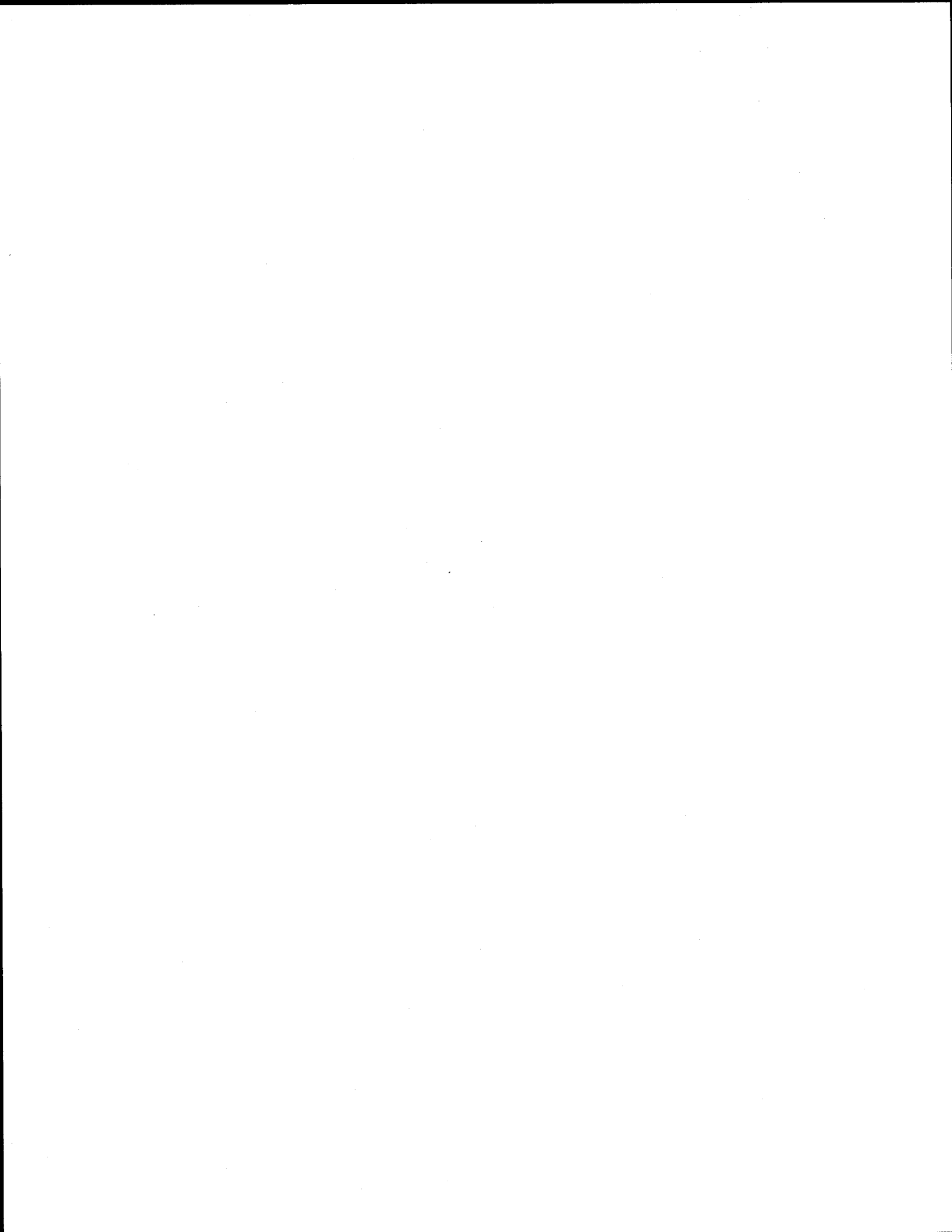


- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation 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 10 business days of notification from DDC that it has been identified as the low bidder. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to an award of contract. 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.
- 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**

The Contractor shall submit the following within 10 days of notification from DDC that it has been identified as the low bidder: (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 an award of contract.

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.
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.

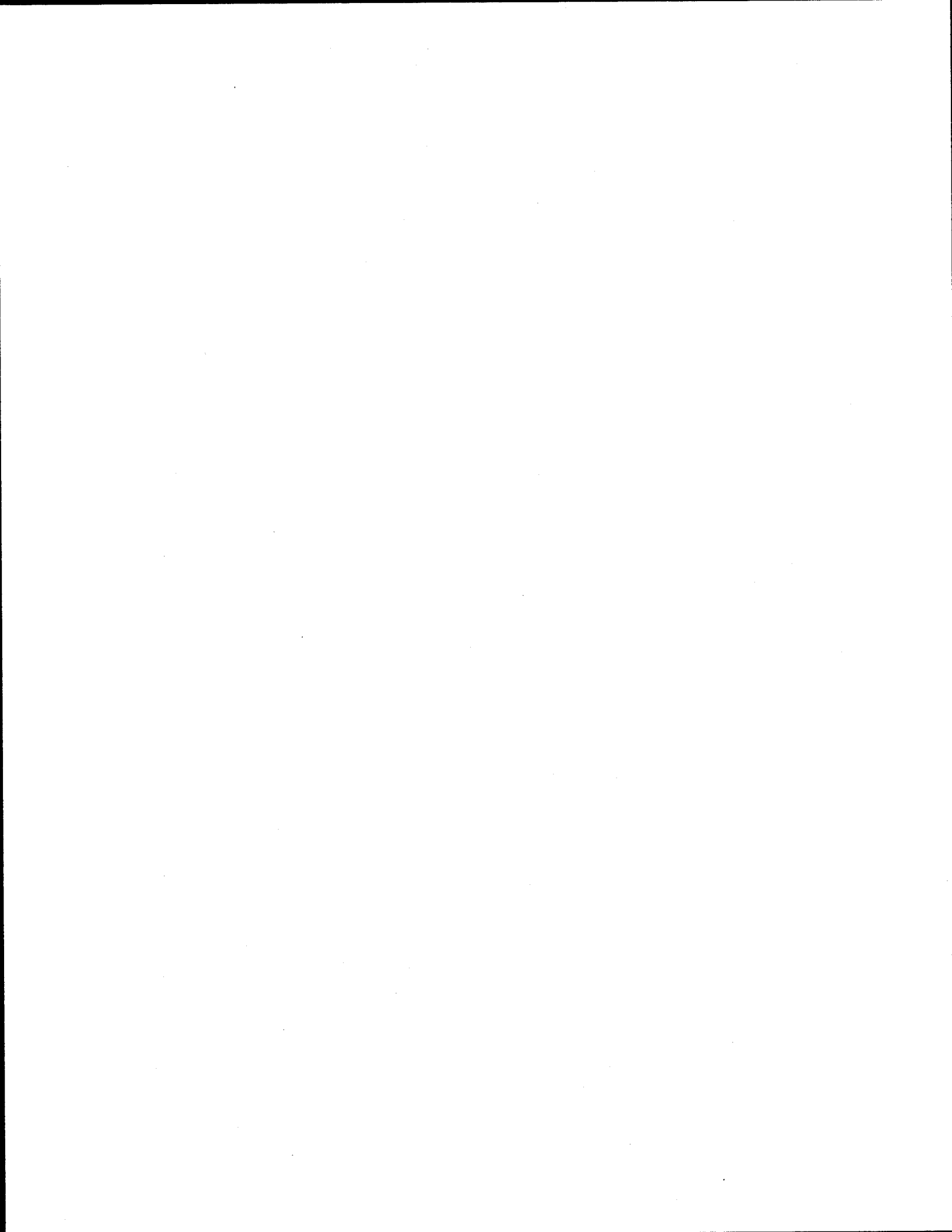
The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- 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
- 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**

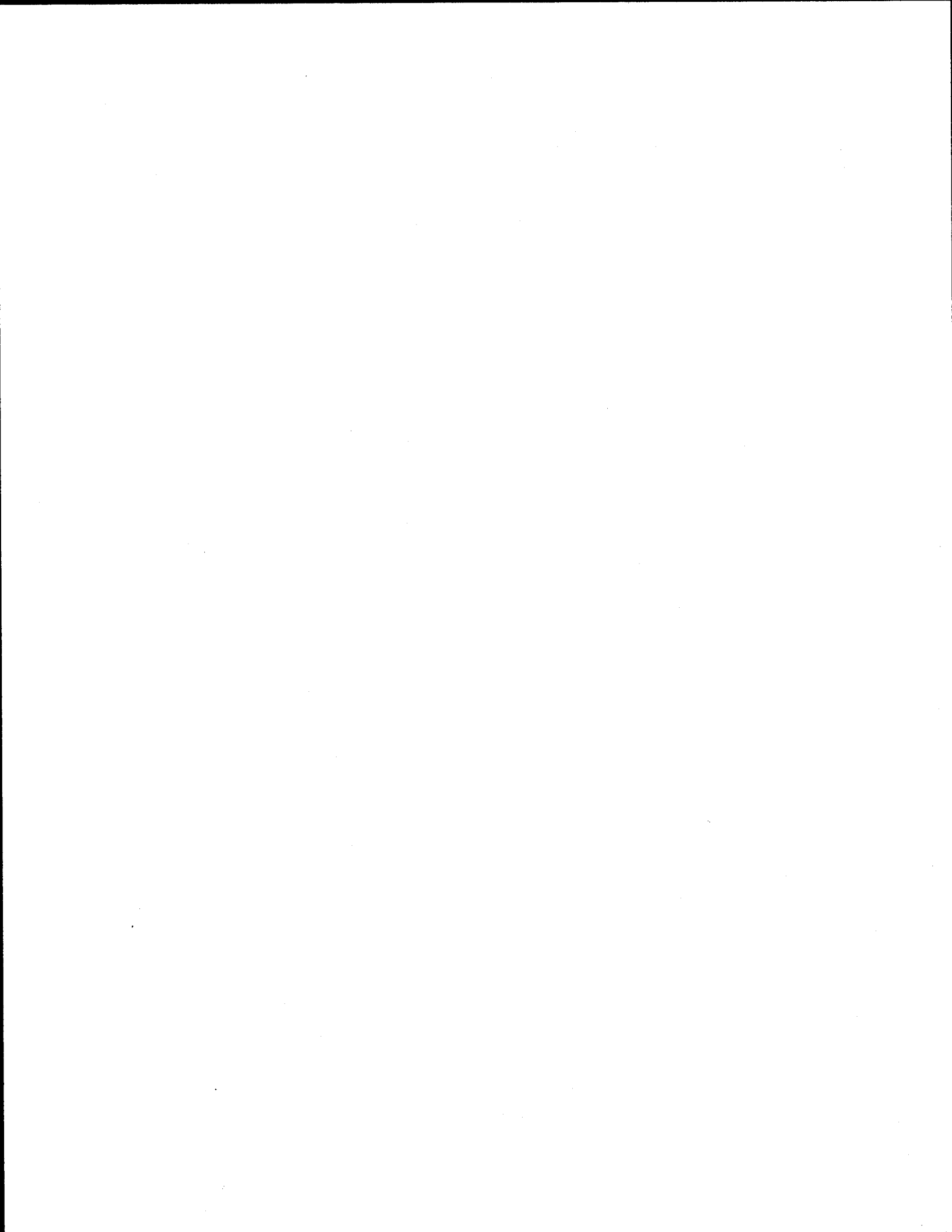
As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

- 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.

- 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**

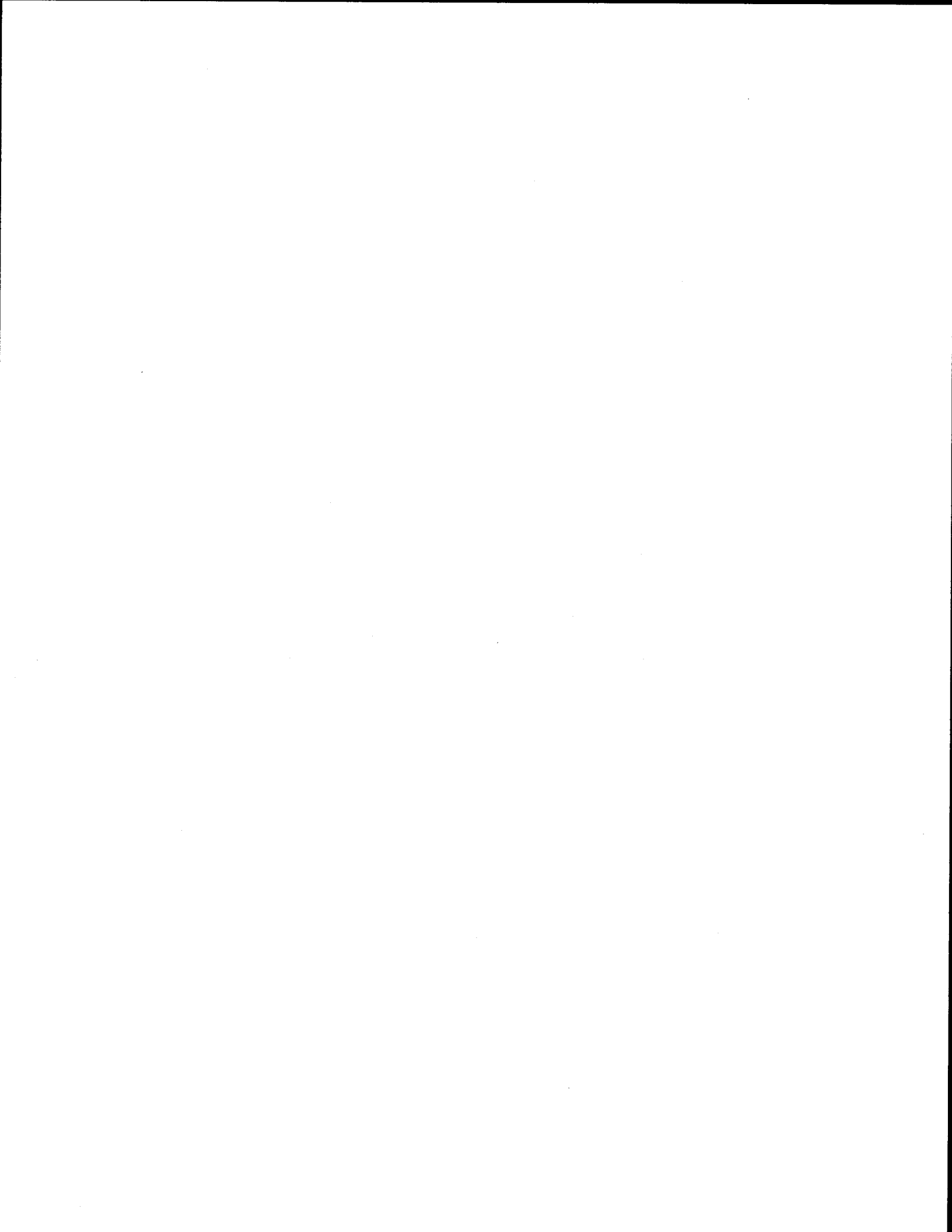
The contractor's safety record, including all DDC inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which will be reflected 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.



**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**DIVISION OF SAFETY & SITE SUPPORT**

**STANDARD CONSTRUCTION SERVICE CONTRACT**

**SEPTEMBER 2014**



THIS AGREEMENT, by and between the City of New York (the "City"), party of the first part, acting by and through the Commissioner of the Department of Design and Construction (the "Commissioner") and the Contractor, party of the second part.

WITNESSETH:

That the parties hereto, in consideration of the mutual agreements herein contained, hereby agree as follows:

## CHAPTER I - THE CONTRACT AND DEFINITIONS

### ARTICLE 1- THE CONTRACT

1.1 **General:** This is a Requirements Contract. Pursuant to this Contract, the Contractor shall be required to provide services for various projects on an as needed basis. The services to be provided by the Contractor are set forth in the Specifications.

1.1.1 **Work Orders:** Throughout the term of the Contract, as the need for services arises, the Commissioner shall issue a Work Order to the Contractor. The Contractor shall provide services in accordance with the Work Order for the Project specified therein. The Contractor shall not perform services pursuant to this Contract until the Commissioner has issued a Work Order. Work Orders issued hereunder shall specify the following: (a) Description of the Project for which services are required; (b) Services to be performed by the Contractor; (c) Time frame for the completion of services, and (d) Not to Exceed amount for the services to be performed.

1.1.2 **Supplementary Work Orders:** In the event of any changes to the Work Order, the Commissioner shall issue a Supplementary Work Order to the Contractor. The Contractor shall be bound by the terms and conditions of any such Supplementary Work Order issued by the Commissioner.

1.1.3 **No Right to Reject:** The Contractor shall have no right to reject a Work Order issued hereunder or to decline to perform services pursuant thereto. Any rejection of a Work Order by the Contractor, either expressly made or implied by conduct, shall constitute a material breach of this Contract.

1.1.4 **Work by Others:** In the event there is a need for the required services, the Commissioner reserves the right not to utilize this requirements contract and to proceed with a new solicitation for the required services, or to have the services performed by another Contractor(s), or by City employees, if the Commissioner, in his/her sole opinion, determines that it would be in the best interest of the City to do so

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

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

1.2.2 Contract Drawings, Specific Requirements and/or Specifications;

1.2.3 General Conditions and Special Conditions, if any;

1.2.4 Contract, including Schedule A (Final Page);

1.2.5 Work Orders issued pursuant to the Contract;

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

1.2.7 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.

1.3 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 Commissioner of the Department of Design and Construction of the City of New York, 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 specially 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 hereof, except extra work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.
- 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 it(s), their, his/ her successors, personal representatives, executors, administrators and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.
- 2.1.13 "Days" shall mean calendar days, except where otherwise specified.
- 2.1.14 "Department" or "DDC" shall mean the Department of Design and Construction of the City of New York, acting by and through the Commissioner thereof, or his/her duly authorized representative.
- 2.1.15 "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.



- 2.1.16 "Engineering Audit Officer" (EAO) shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.
- 2.1.17 "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 this Contract.
- 2.1.18 "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, and any ordinance, rule or regulation having the force of law.
- 2.1.19 "Materialman" shall mean any person, firm or corporation, 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.
- 2.1.20 "Means and Methods of Construction" shall mean the labor, materials in temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.21 "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.
- 2.1.22 "Other Contractors" shall mean any contractor (other than the party of the second part or his subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the work.
- 2.1.23 "Payroll Taxes" shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI) and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.24 "Project" shall mean the Project for which services are required, as specified by the Commissioner on a Work Order basis.
- 2.1.25 "Procurement Policy Board" (PPB) shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- 2.1.26 "Required Quantity" in a unit price contract shall mean the actual quantity of any item of work or materials which is required to be performed or furnished in order to comply with the Contract.
- 2.1.27 "Resident Engineer" shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work.
- 2.1.28 "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
- 2.1.29 "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.
- 2.1.30 "Specifications" shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designated under specifications.
- 2.1.31 "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.
- 2.1.32 "Treasurer" shall mean the Commissioner of the Department of Finance of the City of New York.



- 2.1.33 "Work" shall mean everything required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work and Extra Work.
- 2.1.34 "Work Order" shall mean an order issued pursuant to this Contract to the Contractor by the Department with a "not to exceed" amount and a specified scope of work to be completed within a definite time period.

## CHAPTER II - THE WORK AND ITS PERFORMANCE

### ARTICLE 3 - CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the Contract Drawings (which may be issued during the term of the Contract), Specifications, and Addenda, the Work must be performed in accordance with the best modern practice, with materials and workmanship 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 Means and Methods 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.
- 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 his 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 80-101 of Title 15 of 15 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:

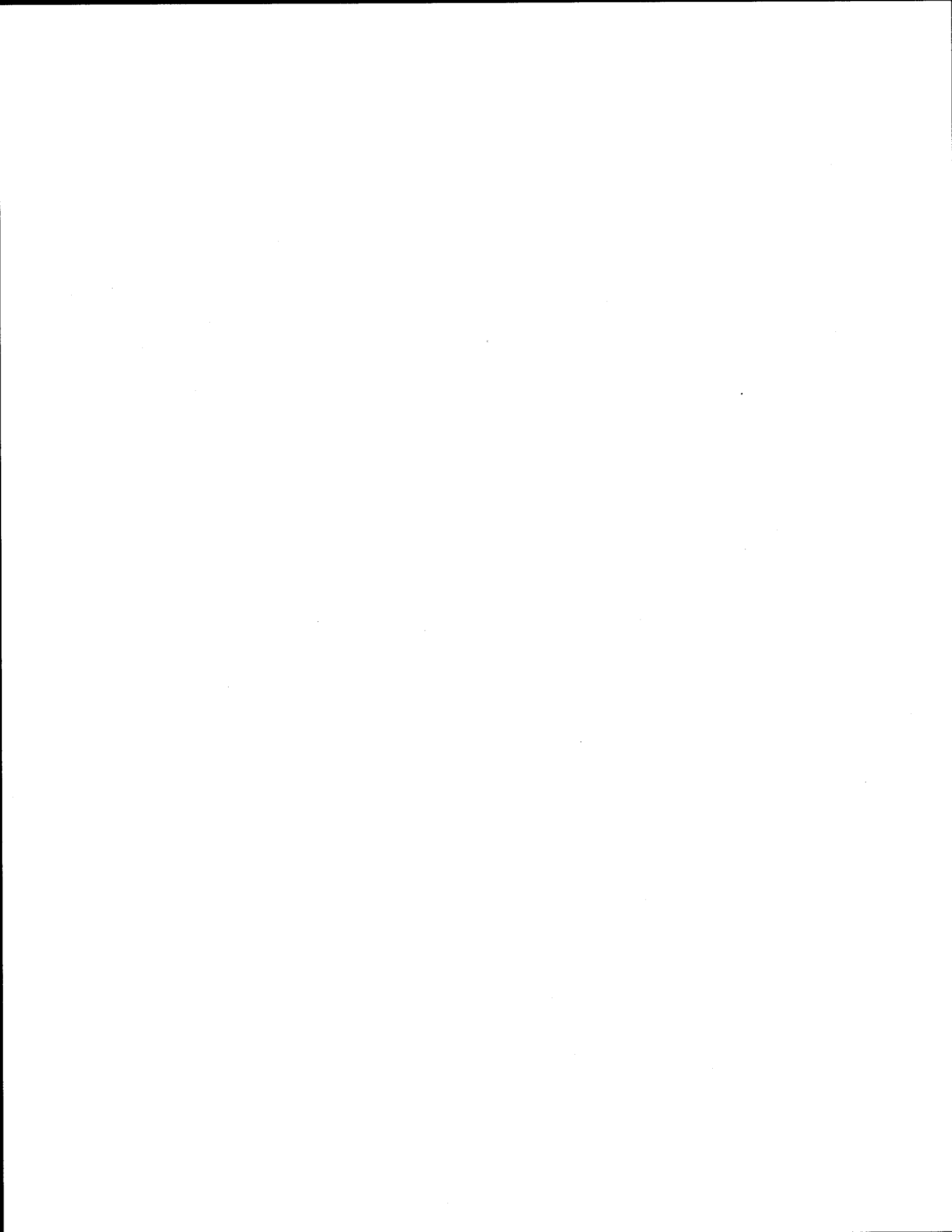
5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

- 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 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 (6) Days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the City Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.
- 5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at [www.dep.nyc.gov](http://www.dep.nyc.gov) or by contacting the City





Agency letting this Contract.

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

#### 5.4.3 Best Available Technology

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

5.4.3(b) No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) Days.

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

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

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

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

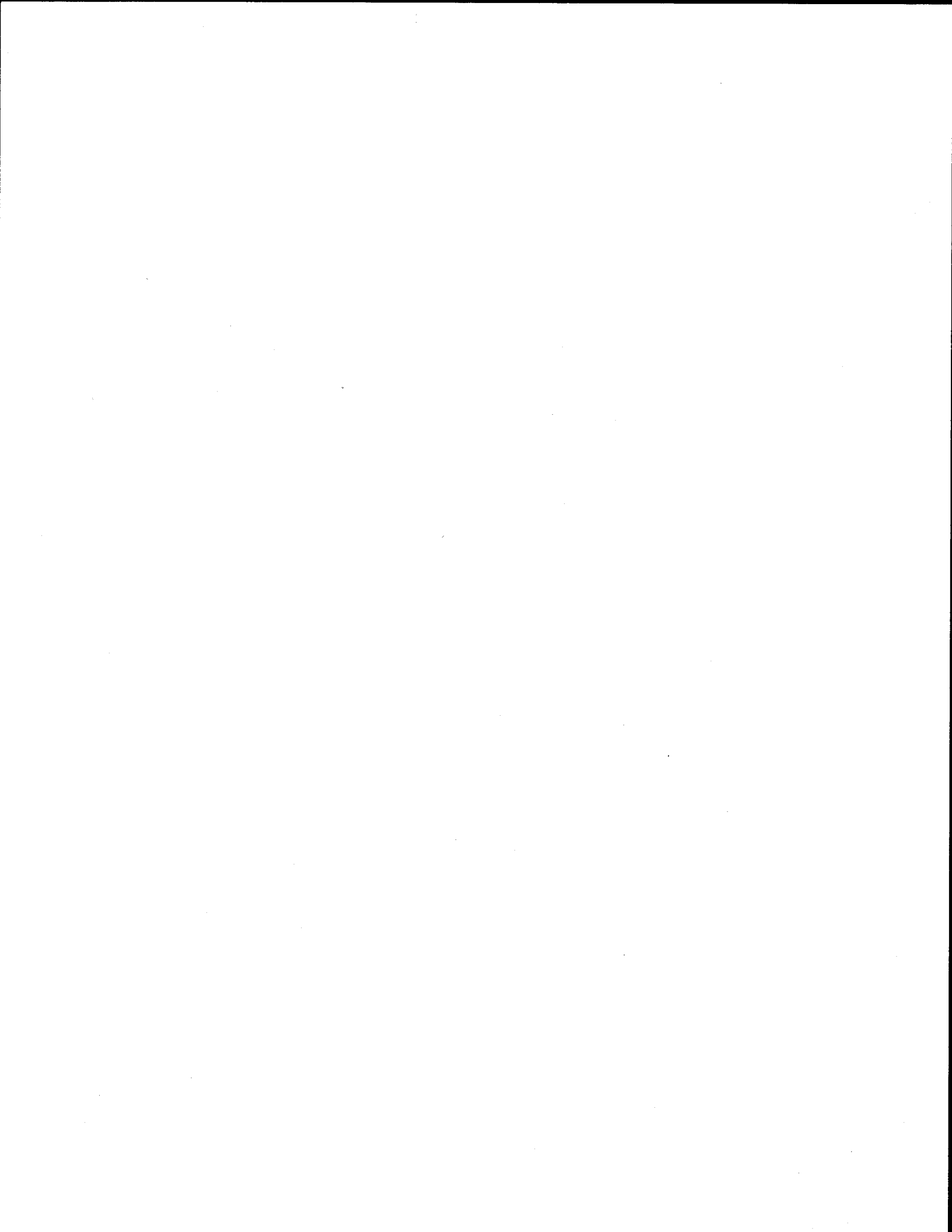
5.4.3(d)(iv) The Contractor shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the ACCO of the City Agency letting this Contract. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) Days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the City Agency renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

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

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

#### 5.4.5 Compliance

5.4.5(a) The Contractor's compliance with Article 5.4 may be independently monitored. If it is determined that



the Contractor has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the City shall be reimbursed by the Contractor.

5.4.5(b) Any Contractor who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such Contractor for failure to comply with Article 5.4.

5.4.5(c) No Contractor shall make a false claim with respect to the provisions of Article 5.4 to a City Agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

#### 5.4.6 Reporting

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

- (i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
- (ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;
- (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;
- (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;
- (v) The locations where such Nonroad Vehicles were used; and
- (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, 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 the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

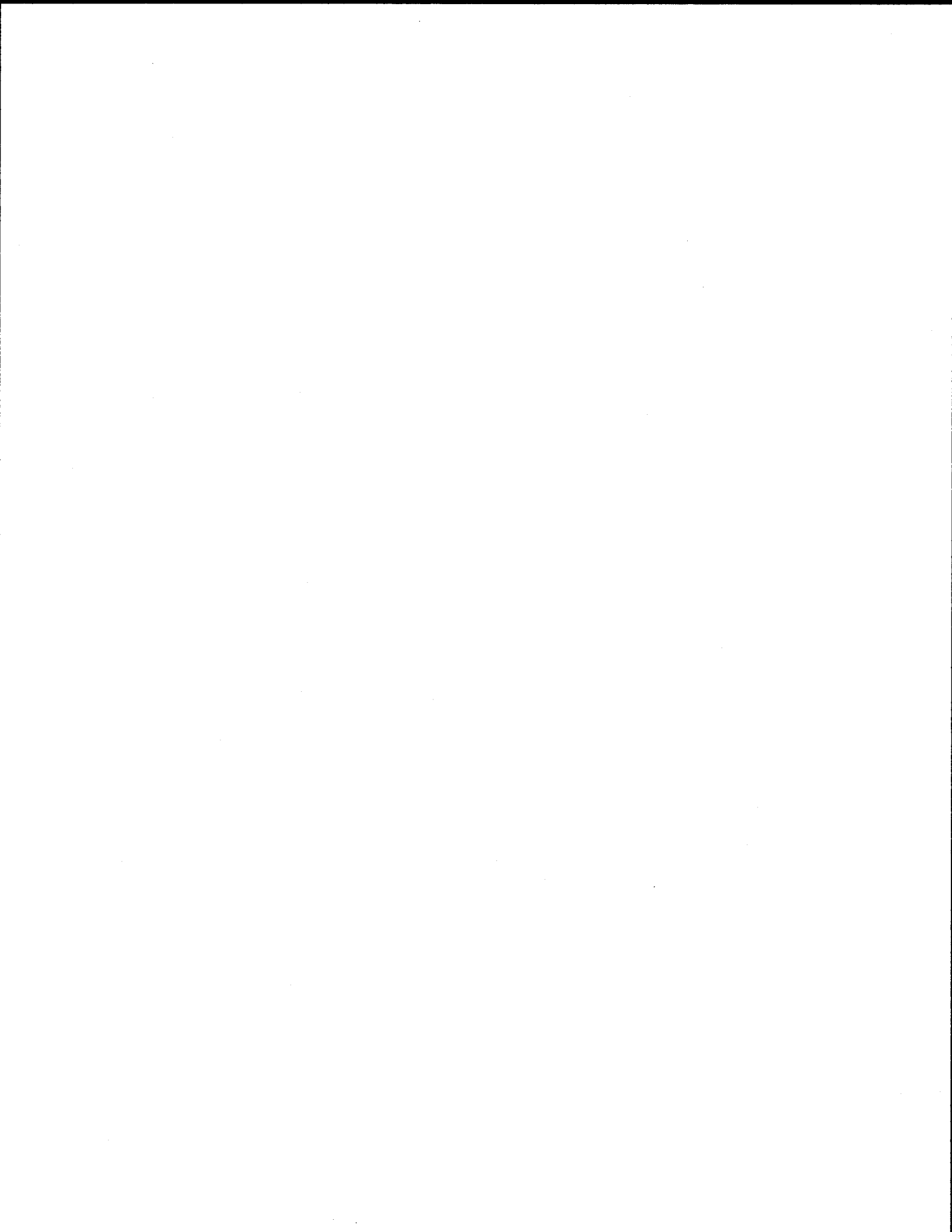
6.2 The Contractor's obligation hereunder shall include the uncovering or taking down of finished Work and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if Work thus exposed proves satisfactory, and if the 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 hereof. 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 found not 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 must 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, 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 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, 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 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. 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.

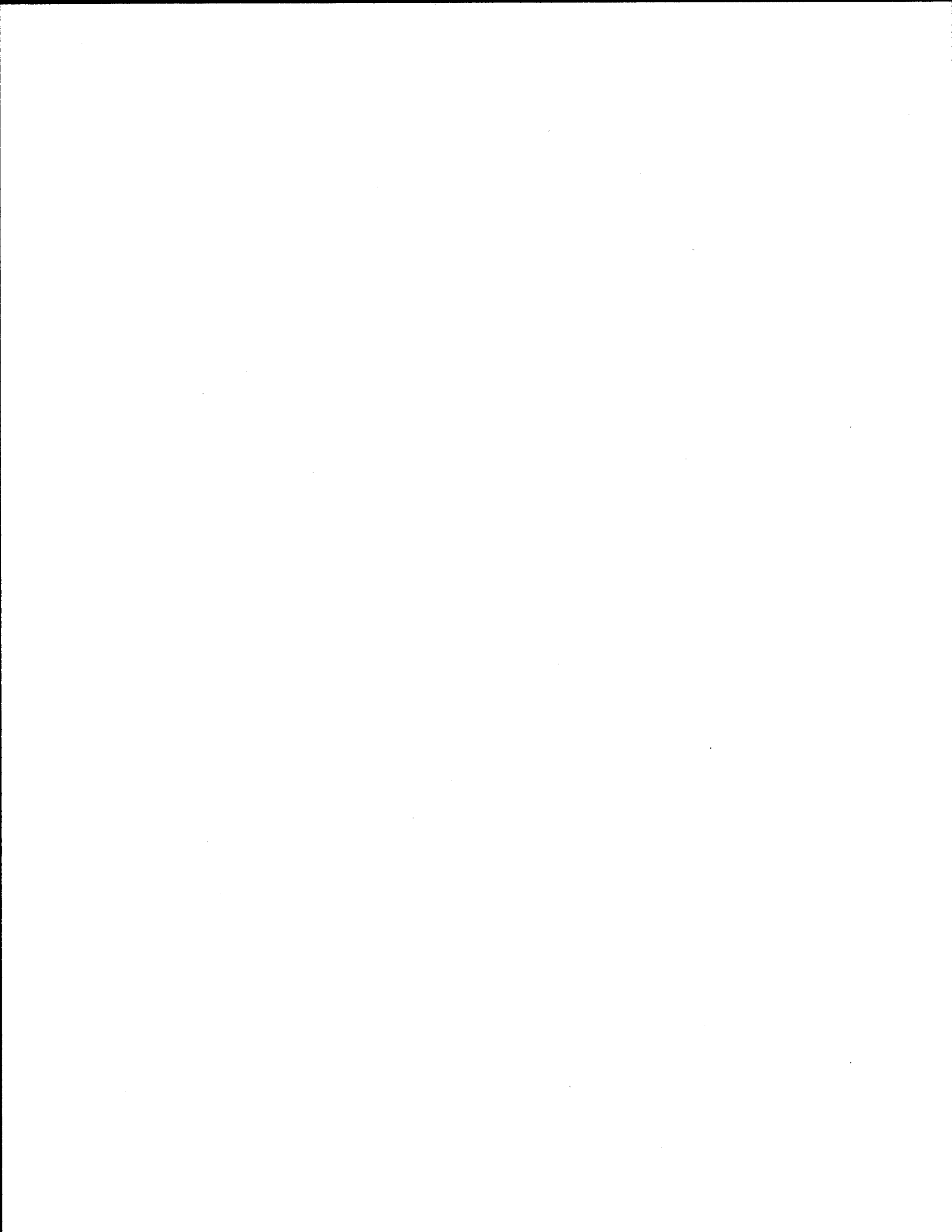
7.3.2(b) If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's 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 must commence on-site labor on the date specified in the Work Order. The time for performance of a project shall be computed from the date specified in the Work Order. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the Work diligently, using such Means and Methods of construction 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 SCHEDULE

9.1 If directed by the Engineer, the Contractor shall submit a proposed progress schedule for the services set forth in the Work Order. If so directed, the Contractor will not receive any payments until the proposed progress schedule is submitted and approved.

9.2 The proposed progress 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 methods, 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.

#### 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.

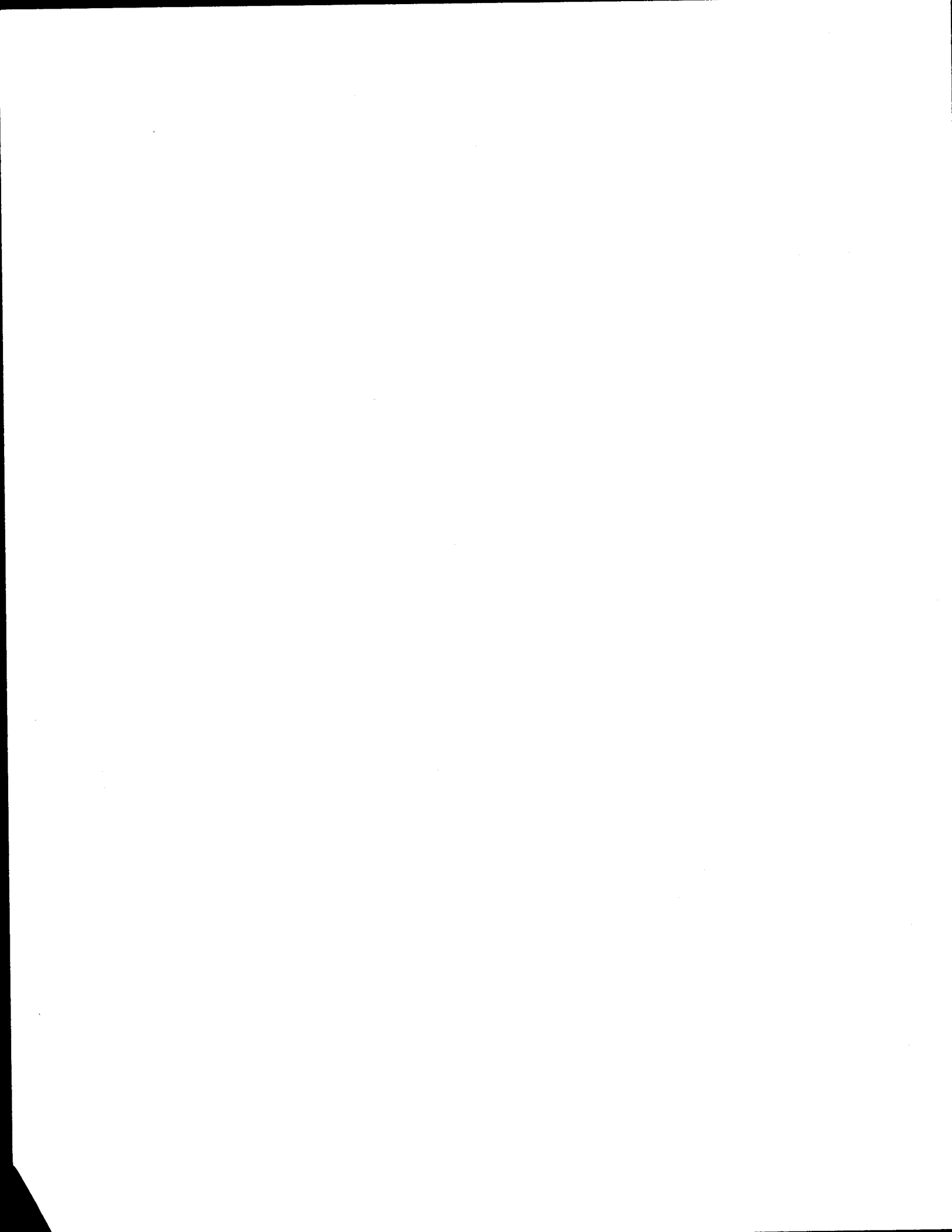
10.2 The Contractor shall not have any right to an extension of time on account of delays due to the Contractor's failure to submit requests for the required information or the required approval in accordance with the above requirements.

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



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

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

#### ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS

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

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

12.3 The Contractor shall notify the Engineer in writing if any Other Contractor on this Project is failing to coordinate its work with the Work of this Contract. If the Engineer finds such charges to be true, the Engineer shall promptly issue such directions to the Other Contractor with respect thereto as the situation may require. The City shall not, however, be liable for any damages suffered by any Other Contractor's failure to coordinate its work with the Work of this Contract or by reason of the Other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of any Other Contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any contractor. The Contractor agrees to make no claim against the City for any damages relating to or arising out of any directions issued by the Engineer pursuant to this Article 12 (including but not limited to the failure of any Other Contractor to comply or promptly comply with such directions), or the failure of the Engineer to issue any directions, or the failure of any Other Contractor to coordinate its work, or the default in performance of any Other Contractor.

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

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

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



Contractor to the fullest extent provided by Law.

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

#### ARTICLE 13 - TIME OF PERFORMANCE

13.1 Term of the Contract: The Contract shall commence on the date specified in the written Notice to Proceed and shall remain in effect for the period set forth in Schedule A (Final Page of the Contract). At the Commissioner's sole option, the term of this contract may be renewed for the period and for the increased amount set forth in Schedule A. The Commissioner may, for good and sufficient cause, extend the term of this Contract for a cumulative period not to exceed one year from the date of expiration.

13.2 Continuation of the Contract: In the event (1) services are required for a Project, (2) a Work Order for the Project is issued by the Commissioner during the term of the Contract, including the last day thereof, and (3) the time frame for completion of the Project extends beyond the term of the Contract, the Contract shall remain in effect for purposes of such Work Order through the time frame for completion of the Project, as set forth in the Work Order or any Supplementary Work Order required to complete the Project. For the purpose of this provision, the term of the Contract shall mean whichever of the following is the latest and actual final period of the Contract: (1) the term of the Contract, (2) the extended term of the Contract, or (3) the renewal term of the Contract.

13.3 Work Order: The Work Order for the Project shall commence as of the date of issuance and shall remain in effect until completion of all required services for the Project. The time frame for completion of all required services for the Project shall be set forth in the Work Order. Unless terminated or cancelled by the Commissioner, Work Orders shall be effective and binding upon the Contractor when placed in the mail prior to the termination of the contract term, addressed to the Contractor at the address shown on the advice of award.

13.4 Delay: The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim has been fully compensated for and is reflected in the unit prices bid for the items which are the subject of this contract.

#### ARTICLE 14 - DATE FOR COMPLETION

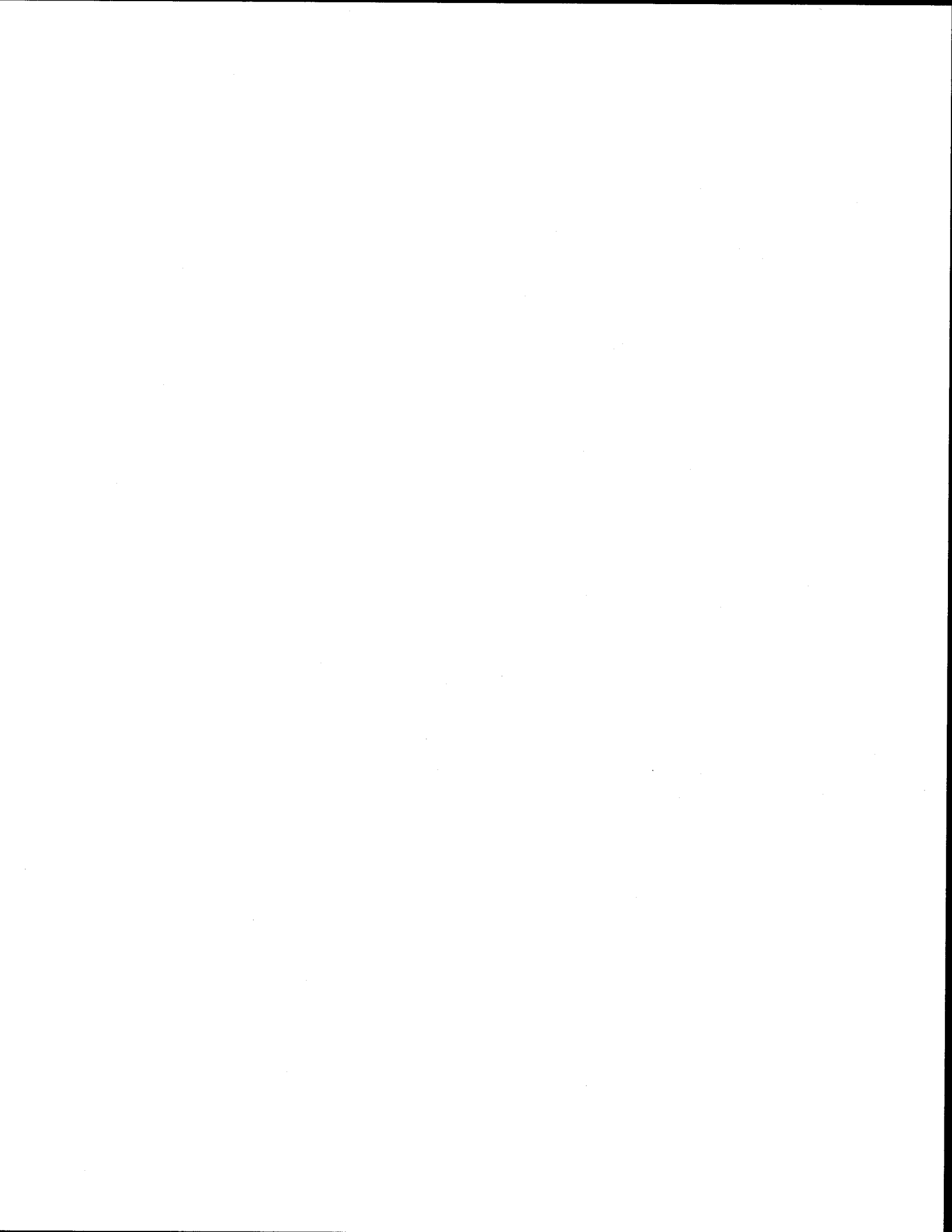
14.1 Date for Completion: The Contractor shall complete a project within the time fixed therefore in the Work Order or within the time to which such completion may be extended.

14.2 Determining Date of Completion: Final inspection of a project by the Engineer shall be made within 10 days after receipt of the Contractor's written request therefore. The work will be deemed complete as of the date of such inspection if, upon such inspection, the Engineer finds that no further work remains to be done.

14.3 Request for Reinspection: However, if such inspection, in the opinion of the Engineer, reveals items of work still to be performed, the Contractor shall promptly perform them and then request a reinspection. If, upon any reinspection, the Engineer determines that the project is complete, the date of completion shall be deemed to be the actual date of such reinspection, which shall be made not more than 10 days after the date of the request therefore.

#### ARTICLE 15 - LIQUIDATED DAMAGES

15.1 In the event the Contractor fails to complete the Work within the time fixed for such completion in the Work Order, 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 the Specific Requirements for each and every Day that the time consumed in completing the Work exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the Contractor if it is defaulted pursuant to Chapter X of this Contract. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the



City may have against the Contractor for either actual or liquidated damages.

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

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

#### ARTICLE 16 – NOT USED

### 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, 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 required by the Commissioner, and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the Work in accordance with the terms and conditions of this Contract.

17.3 In addition to the requirements in Article 17.2, Contractor is required to list the Subcontractor in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at [www.nyc.gov/pip](http://www.nyc.gov/pip).<sup>1</sup> For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of Subcontractor's Work, start and end date of the subcontract and identification of the Subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each Subcontractor within 30 days of making the payment. If any of the required information changes throughout the Term of the Contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a Subcontractor and/or to report Subcontractor payments in a timely fashion may result in the Commissioner declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a Subcontractor along with the required information about the Subcontractor and/or fails to report payments to a Subcontractor, beyond the time frames set forth herein or in the notice from the City. Article 15 shall govern the issue of liquidated damages.

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

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<sup>1</sup> In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at [www.nyc.gov/pip](http://www.nyc.gov/pip). Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).





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 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 Treasurer, with the written consent of the Commissioner endorsed thereon or attached thereto.

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

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

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

## CHAPTER V - CONTRACTOR'S SECURITY AND GUARANTEE

### ARTICLE 19 - SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the City shall retain the bid security to ensure that the successful bidder executes the Contract and furnishes the required payment and performance security within ten (10) Days after notice of the award of the Contract. If the successful bidder fails to execute the Contract and furnish the required payment and performance security, the City shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the Contract and furnishes the required payment and performance security, the City shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the Contract by the City.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the City as security for the Contractor's faithful performance of the Contract. If partial payments are provided, the bid security will be returned to the Contractor after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this Contract. If partial payments are not provided, the bid security will be released when final payment is certified by the City for payment.

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

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

19.3.2 To indemnify the City against any and all claims.

### ARTICLE 20 - PAYMENT GUARANTEE

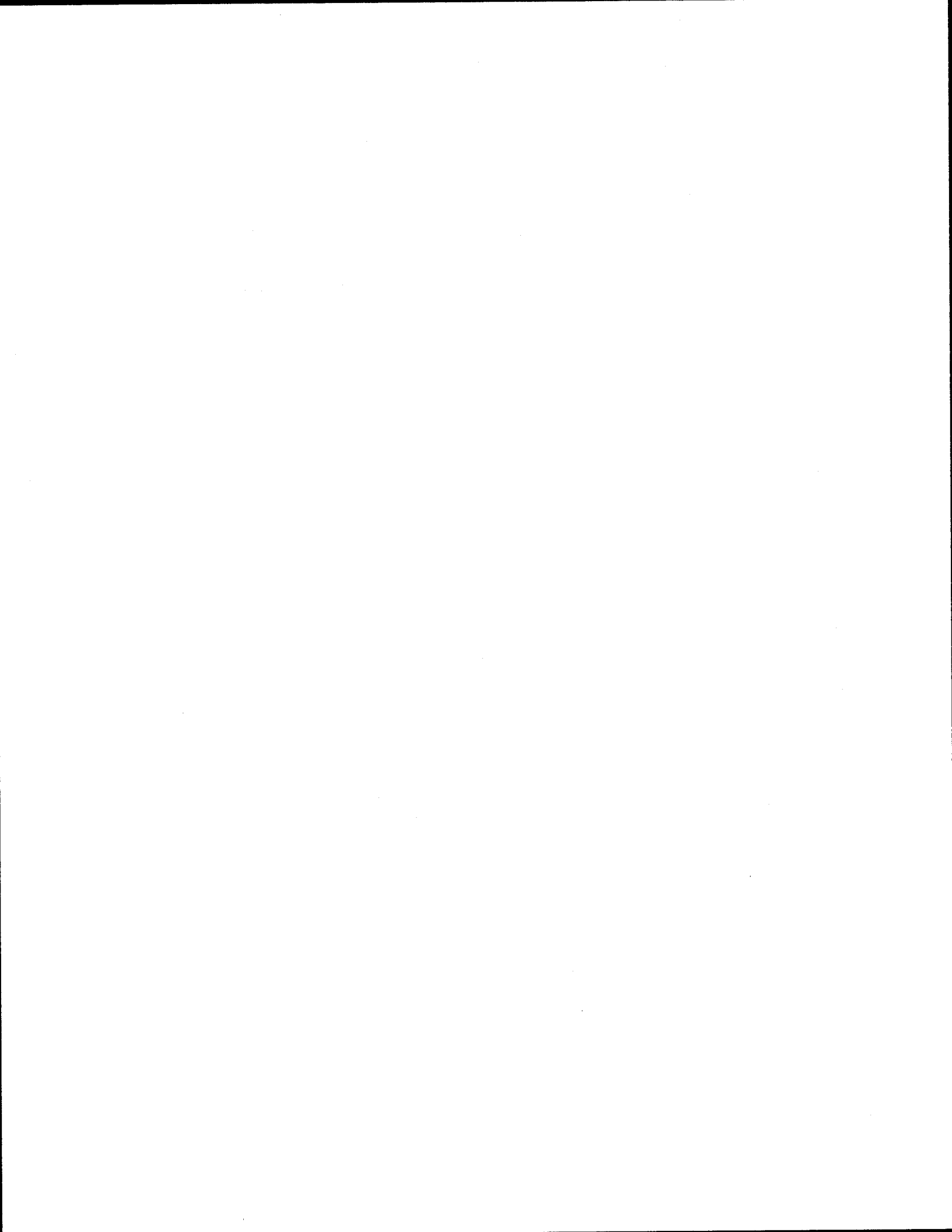
20.1 On Contracts where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this Contract do not require the Contractor to provide a payment bond, or where the Contract does not require a payment bond for one hundred (100%) percent of the Contract price, the City shall, in



accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

- 20.2.1 Wages and compensation for labor performed and/or services rendered; and
- 20.2.2 Materials, equipment, and supplies provided, whether incorporated into the Work or not, when demands have been filed with the City as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the Work performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the City or the Contractor.
- 20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:
  - 20.3.1 If the Contractor provides a payment bond for a value that is less than one hundred (100%) percent of the value of the Contract Work, the payment bond provided by the Contractor shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.
  - 20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.
  - 20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the Work from suing the Contractor for any amounts due and owing the beneficiary by the Contractor.
  - 20.3.4 Every person who has furnished labor or material, to the Contractor or to a Subcontractor of the Contractor, in the prosecution of the Work and who has not been paid in full therefor before the expiration of a period of ninety (90) Days after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a Subcontractor of the Contractor but no contractual relationship express or implied with the Contractor shall not have a right of action upon the guarantee unless he/she shall have given written notice to the Contractor within one hundred twenty (120) Days from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the Contractor or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the Contractor by other means, such notice shall be deemed sufficient.
  - 20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.
  - 20.3.6 The Contractor shall promptly forward to the City any notice or demand received pursuant to Article 20.3.4. The Contractor shall inform the City of any defenses to the notice or demand and shall forward to the City any documents the City requests concerning the notice or demand.
  - 20.3.7 All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Engineer along with all written documentation concerning the demand which the Engineer deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the Contractor for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the Contractor and that the demand has not been paid by the Contractor within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the Contractor concerning such demand. The City shall notify the Contractor that a demand has been made. The Contractor shall inform the City of any defenses to the demand, and shall forward to the City any documents the City requests concerning the demand.
  - 20.3.8 The City shall make payment only if, after considering all defenses presented by the Contractor, it determines that the payment is due and owing to the beneficiary making the demand.



- 20.3.9 No beneficiary shall be entitled to interest from the City, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.
- 20.4 Upon the receipt by the City of a demand pursuant to this Article 20, the City may withhold from any payment otherwise due and owing to the Contractor under this Contract an amount sufficient to satisfy the demand.
- 20.4.1 In the event the City determines that the demand is valid, the City shall notify the Contractor of such determination and the amount thereof, and direct the Contractor to immediately pay such amount to the beneficiary. In the event the Contractor, within seven (7) Days of receipt of such notification from the City, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the Contractor to the beneficiary for the amount of the demand determined by the City to be valid. The Contractor, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the City, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.
- 20.4.2 In the event that the amount otherwise due and owing to the Contractor by the City is insufficient to satisfy such demand, the City may, at its option, require payment from the Contractor of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the City may have under Law or Contract.
- 20.4.3 In the event the City determines that the demand is invalid, any amount withheld pending the City's review of such demand shall be paid to the Contractor; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.
- 20.5 The provisions of this Article 20 shall not prevent the City and the Contractor from resolving disputes in accordance with the PPB Rules, where applicable.
- 20.6 In the event the City determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.
- 20.7 Nothing in this Article 20 shall relieve the Contractor of the obligation to pay the claims of all persons with valid and lawful claims against the Contractor relating to the Work.
- 20.8 The Contractor shall not require any performance, payment or other bonds of any Subcontractor if this Contract does not require such bonds of the Contractor.
- 20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the Contractor or its Subcontractors in the prosecution of the Work under this Contract all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the City on the payment guarantee provided by this article within the one year limitations period set forth in Section 137(4)(b).

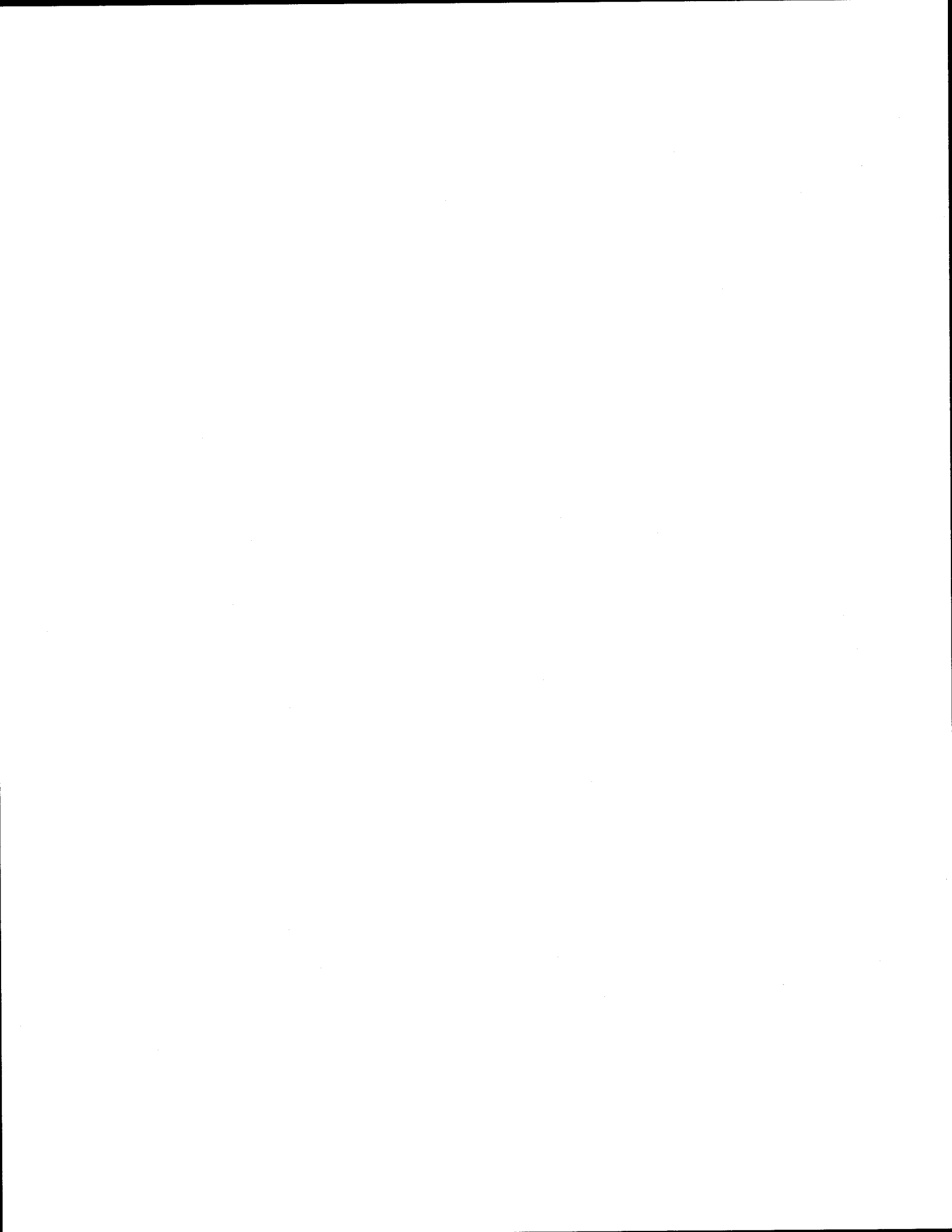
#### ARTICLE 21 - RETAINED PERCENTAGE

21.1 As security for the faithful performance of this Contract, the Commissioner shall deduct, and retain five (5%) percent of the value of Work certified for payment in each partial payment voucher. The amount retained shall be released to the Contractor at the end of the term of this Contract.

#### ARTICLE 22. INSURANCE

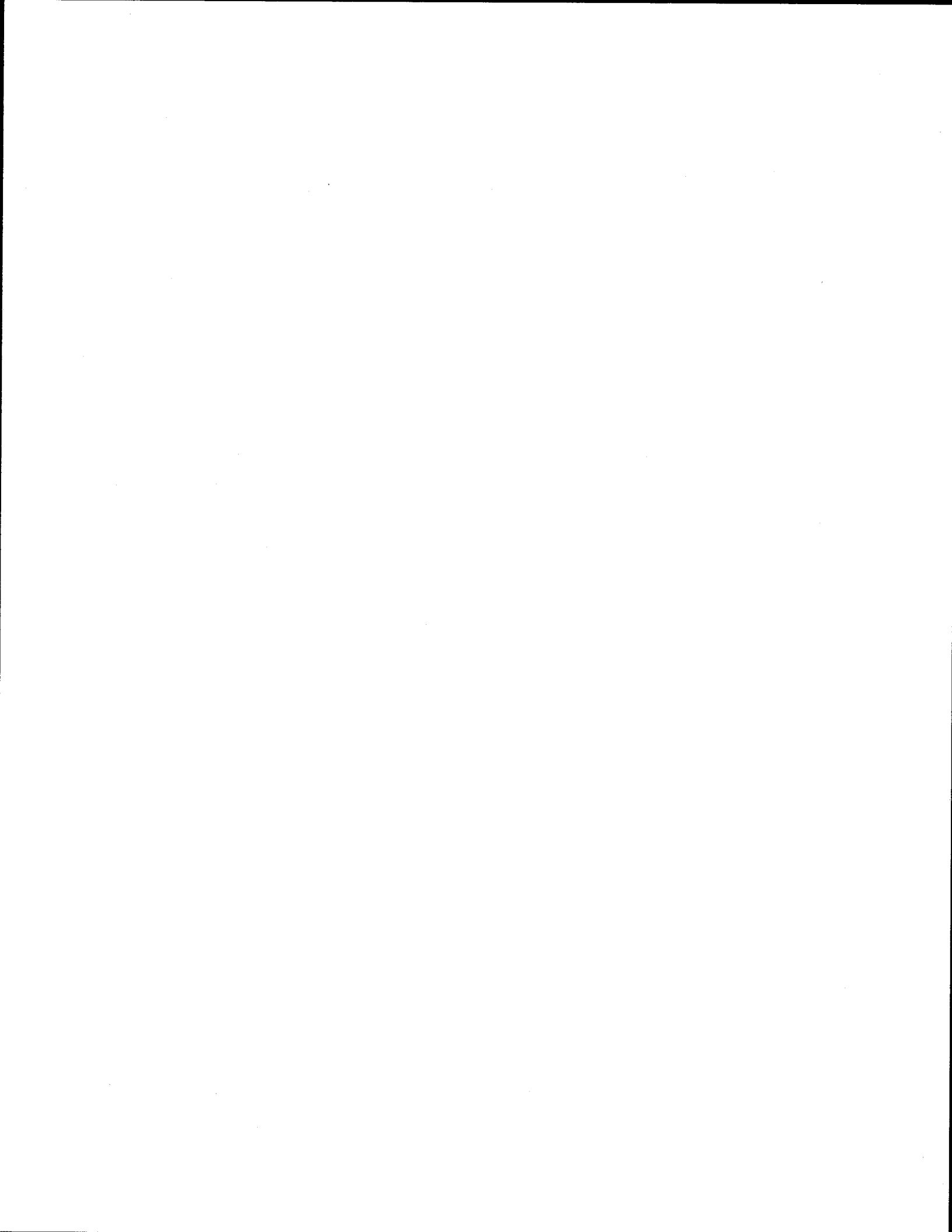
22.1 Types of Insurance: The Contractor shall procure and maintain the following types of insurance if, and as indicated, in Schedule A (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the Contractor is required to provide Proof 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



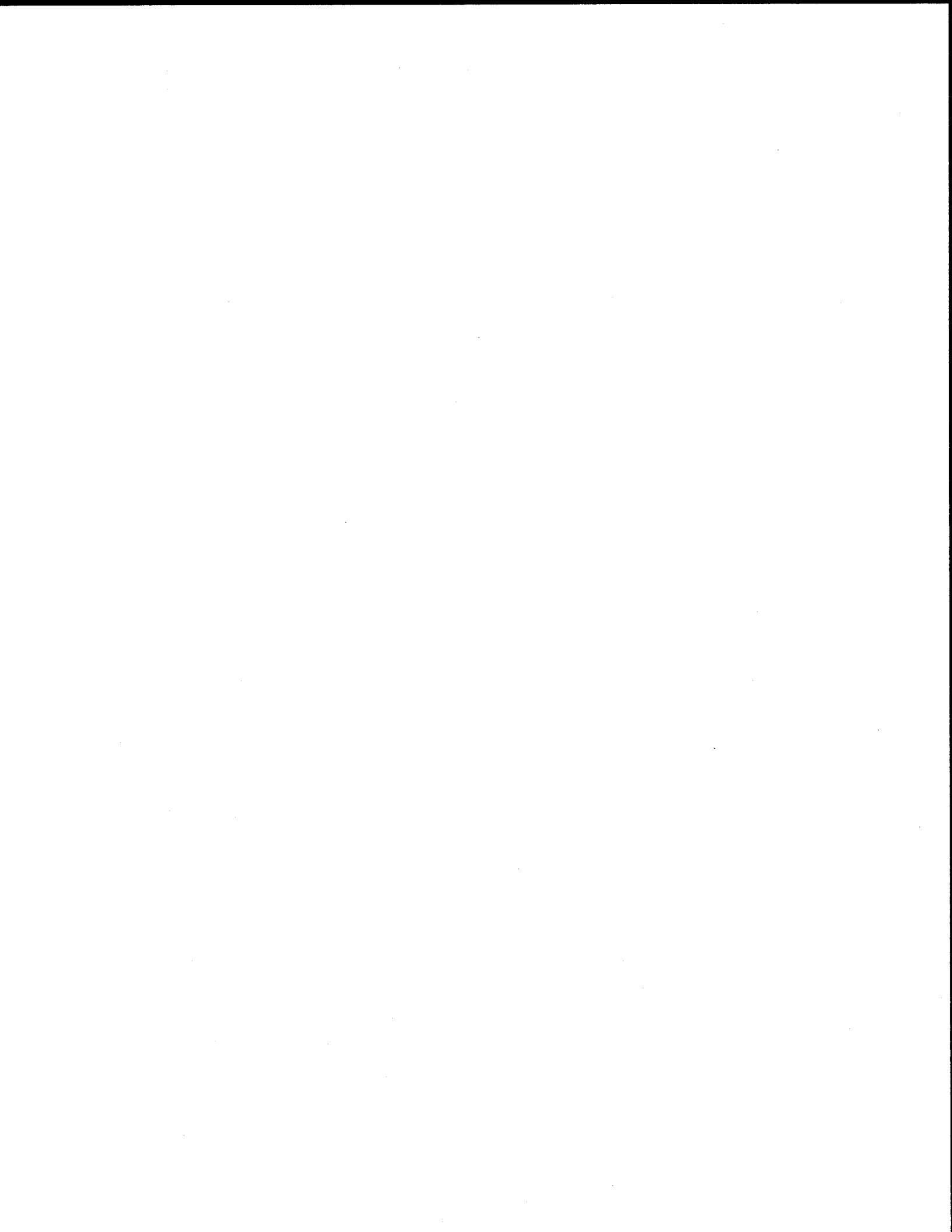


for insurance required pursuant to Article 22.1.4, which may terminate upon Substantial Completion of the Contract. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all 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.
- (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.
  - (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.
  - (c) If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at [http://www.nyc.gov/html/dob/downloads/rules/1\\_RCNY\\_101-08.pdf](http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf), the Contractor shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.
  - (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 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, 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.



- (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.
  - (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, 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.
- (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.
  - (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:
- (a) Marine Protection and Indemnity Insurance: If specified in Schedule A 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.
  - (b) Hull and Machinery Insurance: If specified in Schedule A 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.
  - (c) Marine Pollution Liability Insurance: If specified in Schedule A 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 specified in Schedule A.

22.2 General Requirements for Insurance Coverages 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 shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as Named Insured under all primary, excess and umbrella policies of that type of coverage.

22.2.5 The Contractor may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the Contractor shall file proof of insurance in accordance with this Article 22.3 within ten (10) Days of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the Commissioner or ten (10) Days prior to the commencement of the portion of the Work covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to the Commissioner. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the



National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the Contract by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Contract. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

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

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

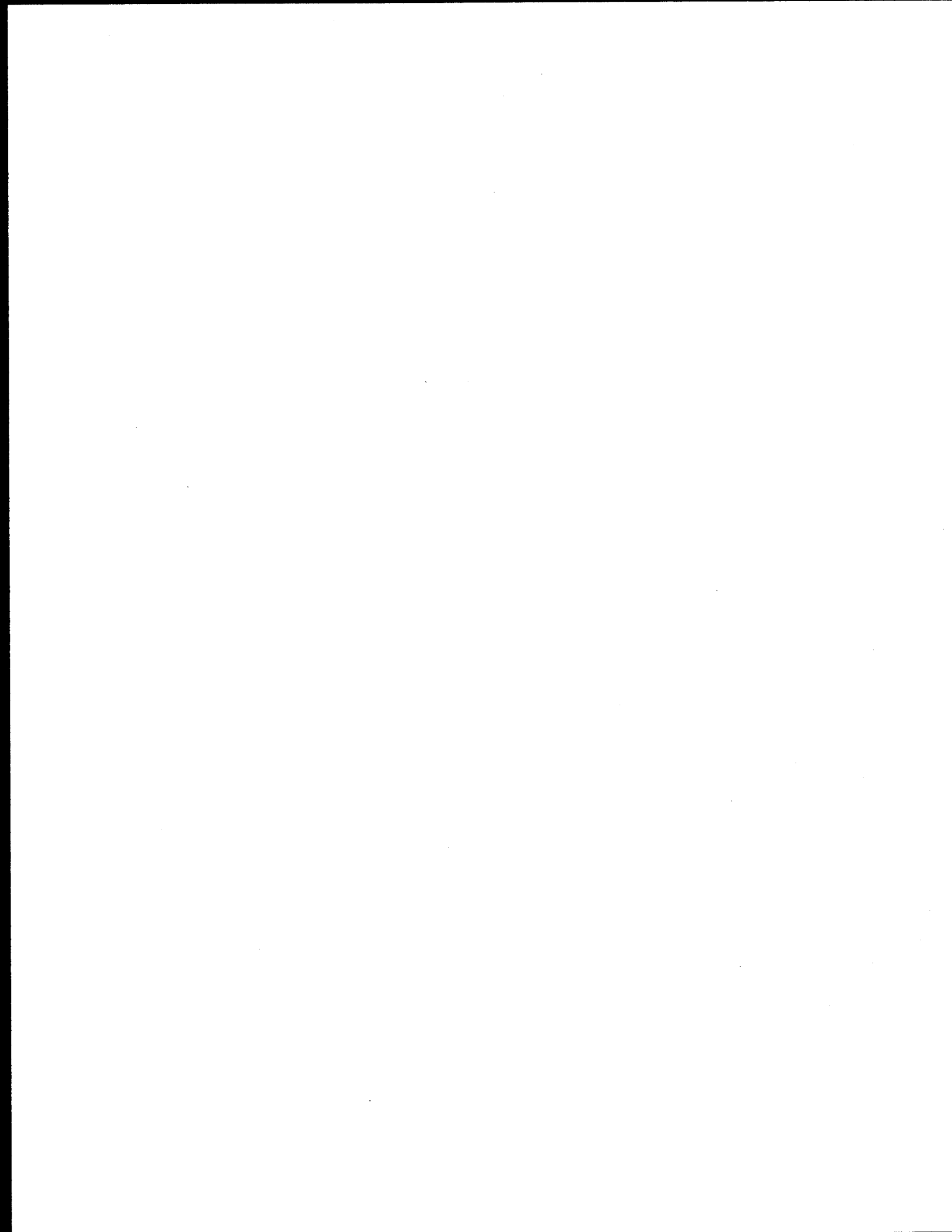
22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the Contractor shall at all times fully cooperate with the City with regard to such potential or actual claim.

22.5 Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an Additional Insured





thereunder, the Contractor shall ensure that the Subcontractor name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the Commissioner of DDC, 30-30 Thomson Avenue, Long Island City, New York, New York, 11101.

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:

23.1.1 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

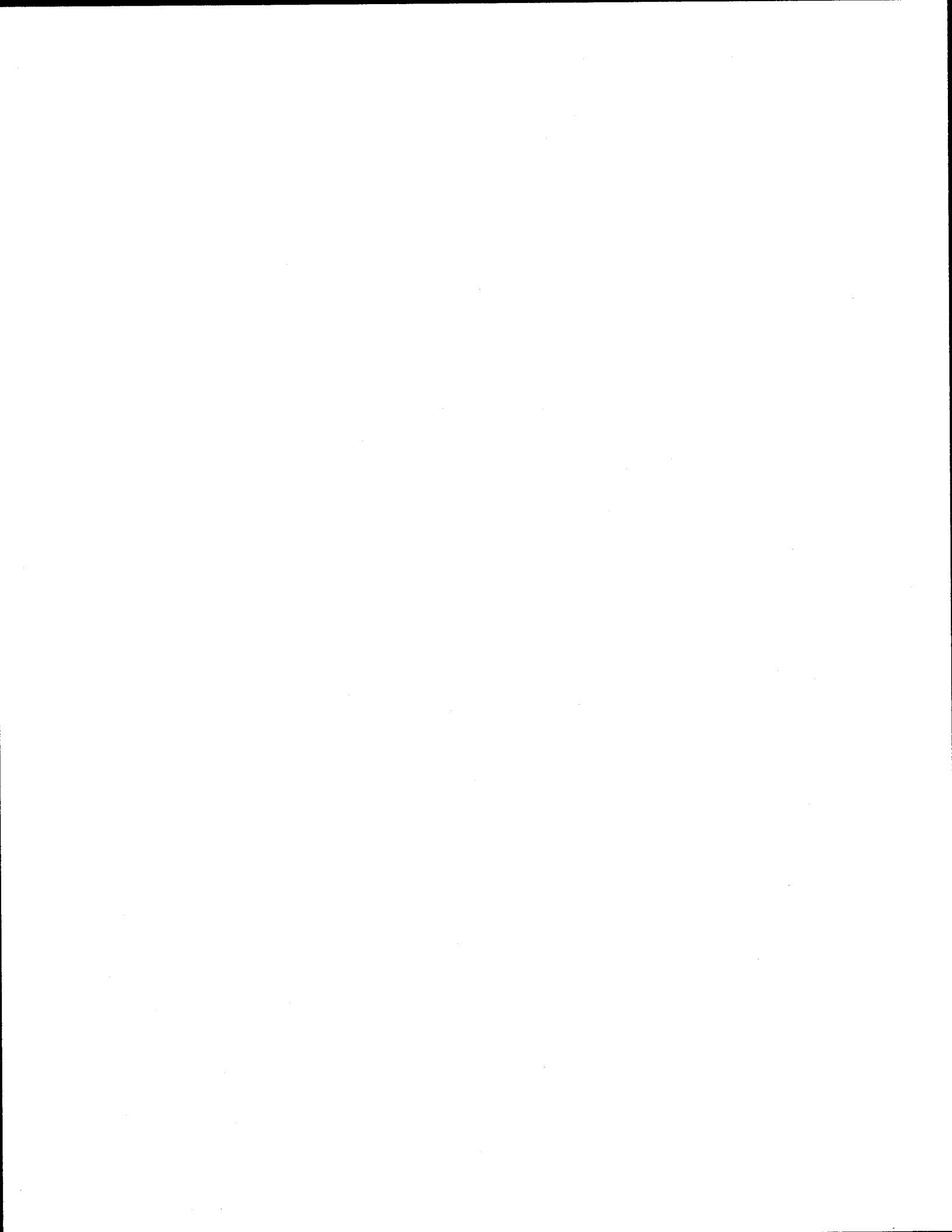
23.1.2 An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

23.1.3 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 completion of each Work Order, except where other periods of maintenance and guaranty are provided for.

24.2 As security for the faithful performance of its obligations hereunder, the Contractor, upon filing its requisition for payment on completion, shall deposit with the Commissioner a sum equal to one (1%) percent of the price of the Work Order (or the amount fixed in the Specifications) 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 retained amount 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 expiration of the term of this Contract or within thirty (30) Days after the expiration of the guarantee period fixed in the Specifications. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.

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

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

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

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

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

## CHAPTER VI – CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM

### ARTICLE 25 - CHANGES

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

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

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

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

25.3.2 By agreement of a fixed price; and/or



- 25.3.3 By time and material records; and/or
- 25.3.4 In any other manner approved by the CCPO.

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

#### ARTICLE 26 - METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

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

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

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

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

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

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

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

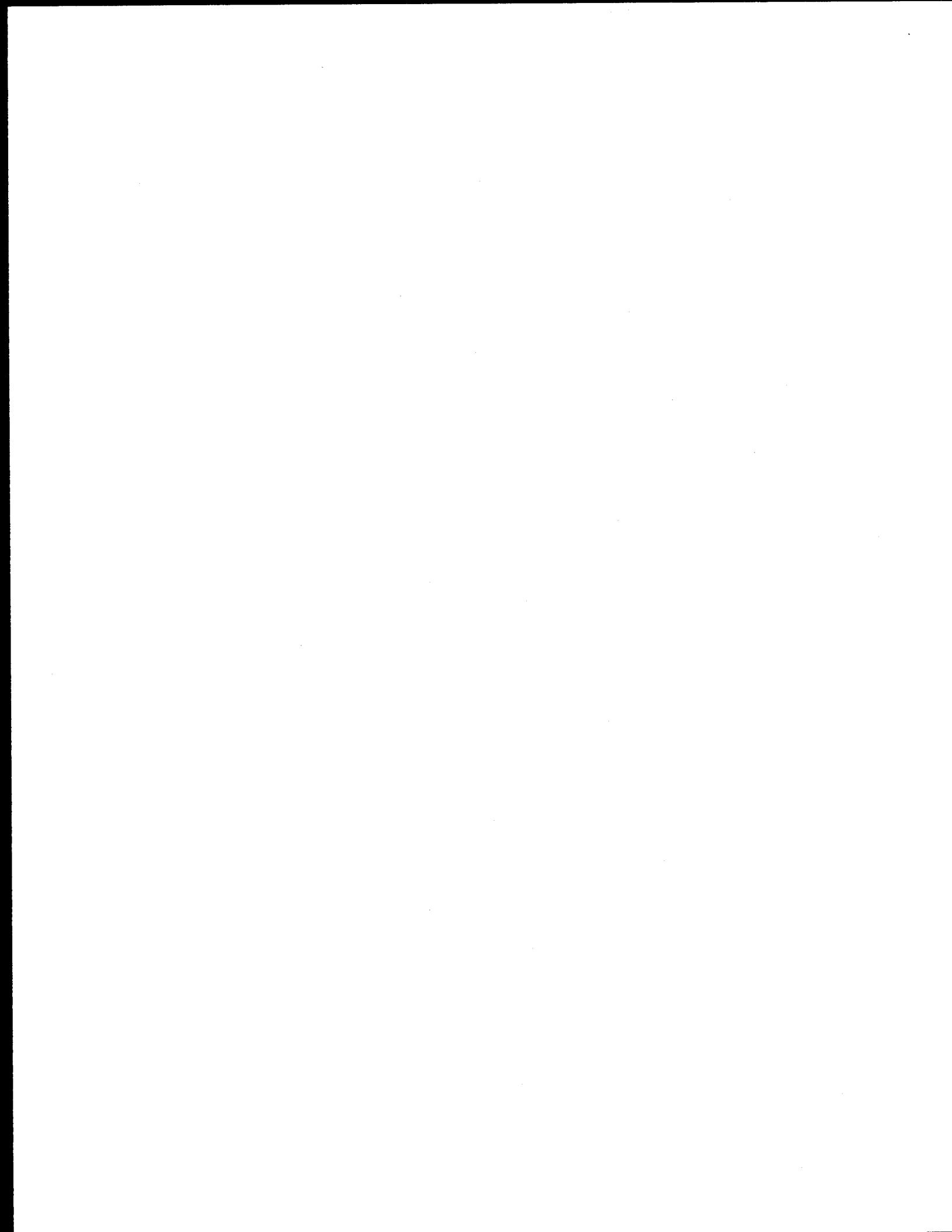
26.2.4 Reasonable rental value of Contractor-owned (or Subcontractor-owned, as applicable), necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five percent (75%) of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty percent (40%) 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-owned, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-Owned equipment (or Subcontractor-owned, as applicable) (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 Subcontractor-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus
- 26.2.6 Necessary fees charged by governmental entities; plus
- 26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus
- 26.2.8 Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus
- 26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the City for the performance of the Extra Work which is different than the types of insurance required by Article 22 and Schedule A. 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 other than Workers' Compensation Insurance; plus
- 26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes; plus
- 26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.
- 26.3 Where the Extra Work is performed in whole or in part by other than the Contractor's own forces pursuant to Article 26.2, the Contractor shall be paid, subject to pre-audit by the Engineering Audit Officer, the cost of such Work computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the Contractor's overhead and profit.
- 26.4 Where a change is ordered, involving both Extra Work and omitted or reduced Contract Work, the Contract price shall be adjusted, subject to pre-audit by the EAO, in an amount based on the difference between the cost of such Extra Work and of the omitted or reduced Work.
- 26.5 Where the Contractor and the Commissioner can agree upon a fixed price for Extra Work in accordance with Article 25.3.2 or another method of payment for Extra Work in accordance with Article 25.3.4, or for Extra Work ordered in connection with omitted Work, such method, subject to pre-audit by the EAO, may, at the option of the Commissioner,





be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the Extra Work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such Subcontractor's Work as computed in accordance with Article 26.2.

#### ARTICLE 27 - RESOLUTION OF DISPUTES.

27.1 All disputes between the City and the Contractor of the kind delineated in this Article 27.1 that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this Article 27 and the PPB Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

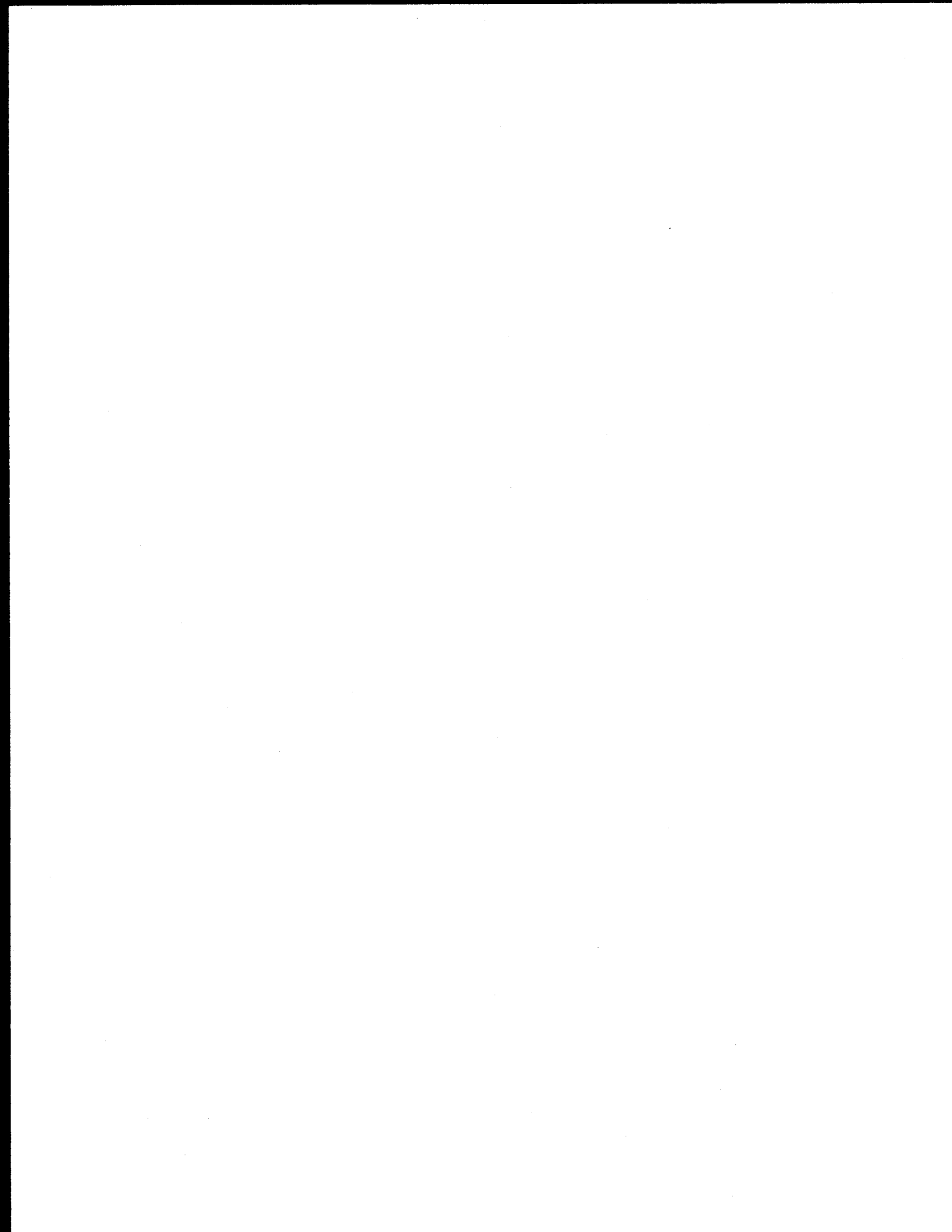
27.1.2 This Article 27 shall apply only to disputes about the scope of Work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the Contractor disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the ACCO or the Engineer. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.

27.4 Presentation of Disputes to Commissioner. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Commissioner within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Commissioner whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

27.4.1 Commissioner Inquiry. The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor, the ACCO, and the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any Other Contractor with a contract related to the Work of this Contract, and that Contractor shall be bound by the decision of the Commissioner. Any Other Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the Contractor initiating the dispute.



- 27.4.2 **Commissioner Determination.** Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Contractor, the ACCO, and Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, as applicable, together with a statement concerning how the decision may be appealed.
- 27.4.3 **Finality of Commissioner's Decision.** The Commissioner's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The City may not take a petition to the Contract Dispute Resolution Board. However, should the Contractor take such a petition, the City may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Commissioner.
- 27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the Contractor to the Contract Dispute Resolution Board, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.
- 27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) Days of its receipt of a decision by the Commissioner, the Contractor shall submit to the Comptroller and to the Commissioner a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written decision of the Commissioner; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.
- 27.5.2 **Response.** Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Commissioner in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Commissioner except at the request of the Comptroller.
- 27.5.3 **Comptroller Investigation.** The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.
- 27.5.4 **Opportunity of Comptroller to Compromise or Adjust Claim.** The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all materials. The Contractor may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.
- 27.6 **Contract Dispute Resolution Board.** There shall be a Contract Dispute Resolution Board composed of:
- 27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
- 27.6.2 The CCPO or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject



of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the City.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Article 27, the Contractor, within thirty (30) Days thereafter, may petition the Contract Dispute Resolution Board to review the Commissioner's determination.

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

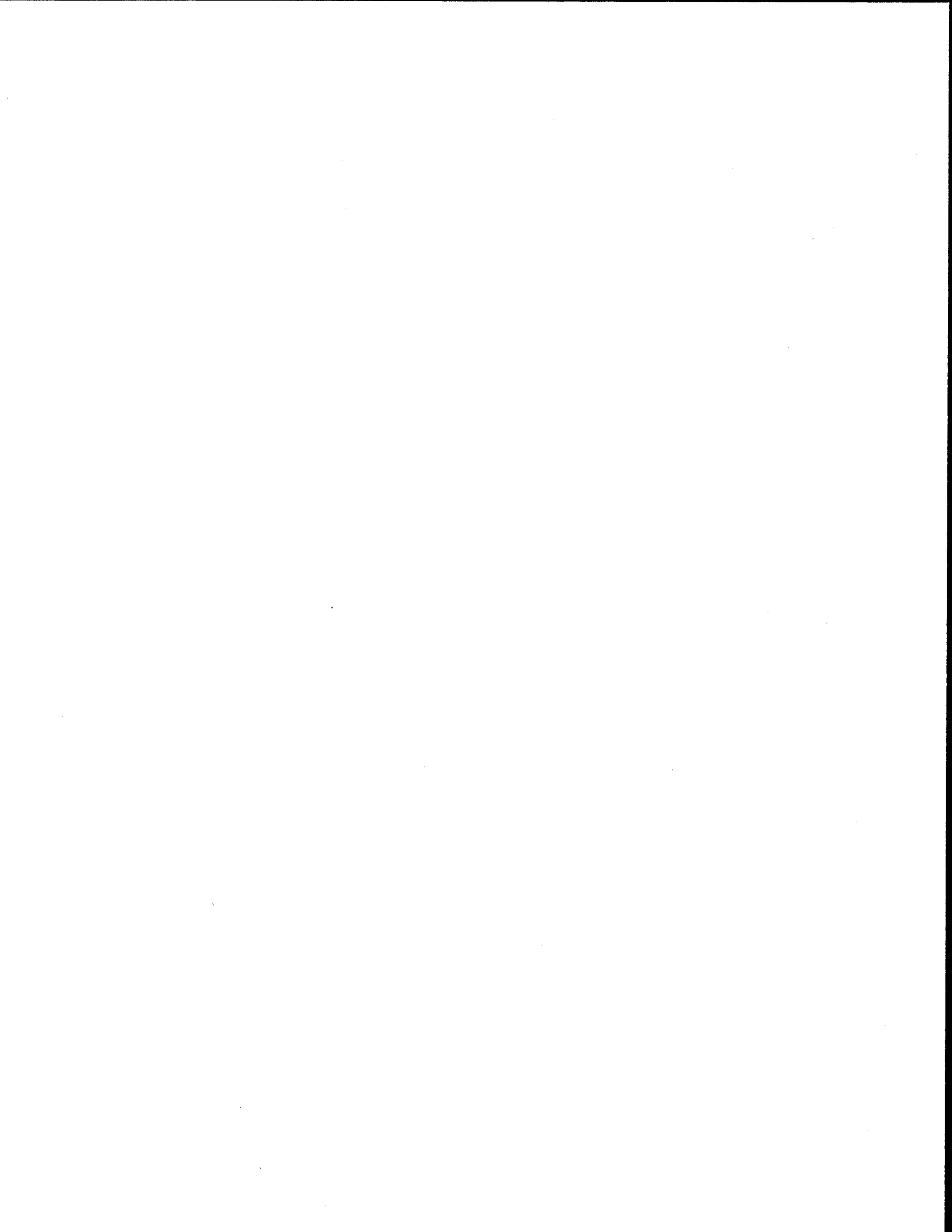
27.7.2 Agency Response. Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and Comptroller. Three (3) complete copies of the Agency response shall be provided to the Contract Dispute Resolution Board and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the Contract. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the Contractor, the ACCO, the Engineer, the Comptroller, the City Corporation Counsel, 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 & MATERIAL 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 27 and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing

28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) Days after submission.

28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with respect to such Extra Work or disputed Work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

#### ARTICLE 29 - NOT USED

#### 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.

30.2 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

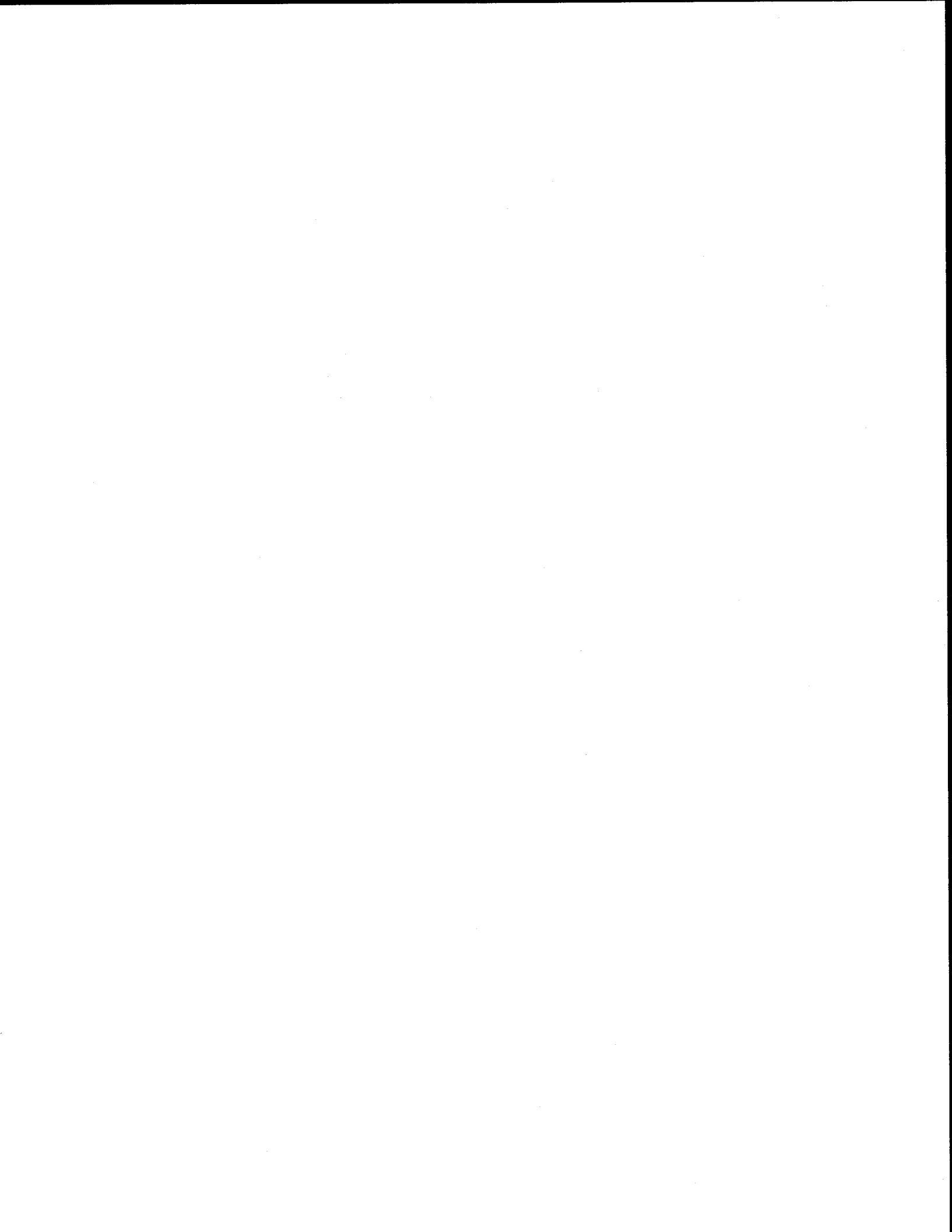
31.1 The Resident Engineer shall have the power to inspect, supervise and control the performance of the Work, subject to review by the Commissioner. The Resident Engineer shall not, however, have the power to issue an Extra Work order, except as specifically designated in writing by the Commissioner.

### 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 completion of the entire Project even though the completion of this particular Contract may thereby be delayed.

#### ARTICLE 34 - NO ESTOPPEL

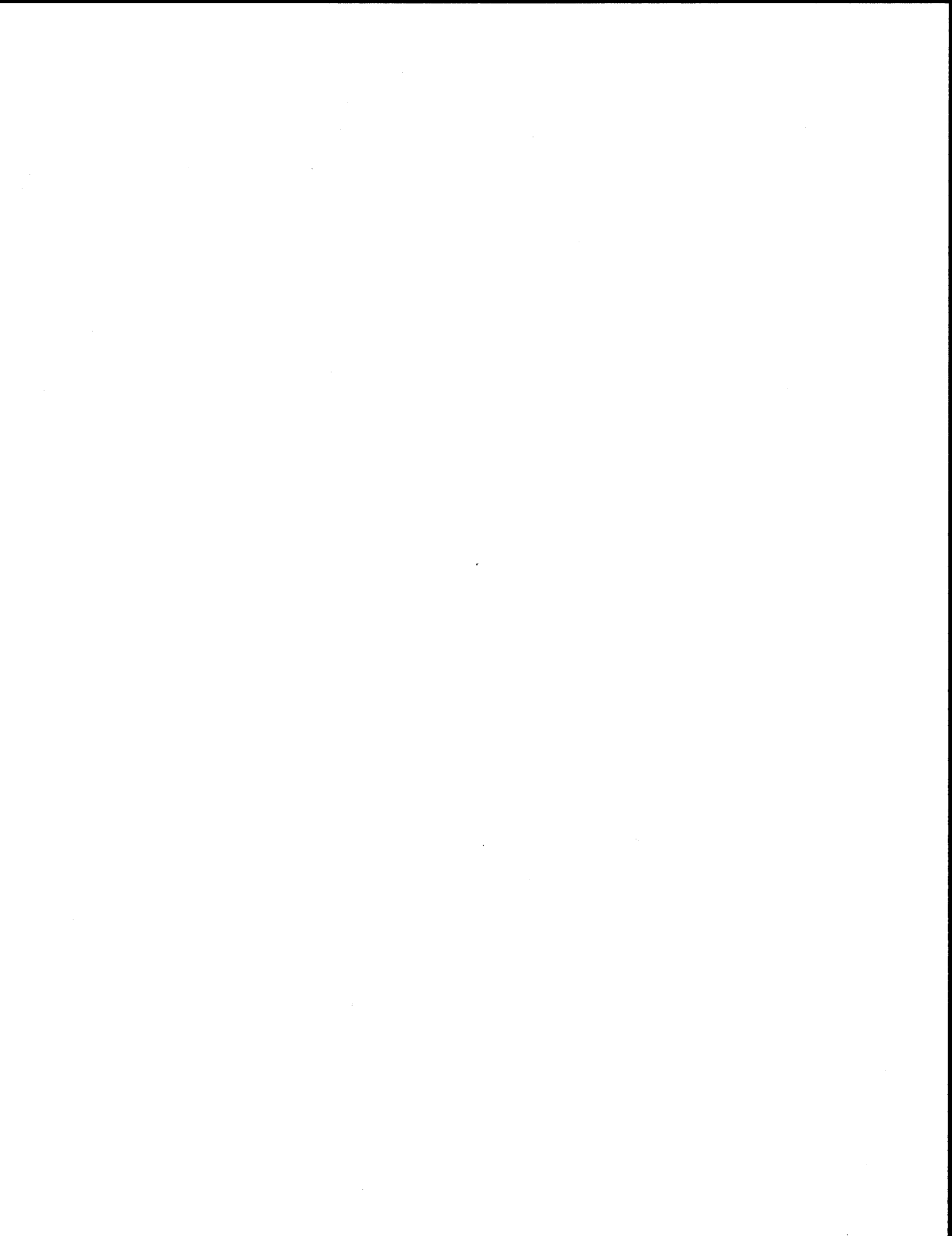
34.1 Neither the City nor any Agency, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the City, the Commissioner, the Engineer, the Resident Engineer, or any other official, agent or employee of the City, either before or after the final completion and acceptance of the Work and payment therefor:

- 34.1.1 From showing the true and correct classification, amount, quality or character of the Work actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the Work, or any part thereof, does not in fact conform to the requirements of this Contract; and
- 34.1.2 From demanding and recovering from the Contractor any overpayment made to it, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of its Contract.

### CHAPTER VIII - LABOR PROVISIONS

#### ARTICLE 35. – EMPLOYEES

- 35.1 The Contractor and its Subcontractors shall not employ on the Work:
  - 35.1.1 Anyone who is not competent, faithful and skilled in the Work for which he/she shall be employed; and whenever the Commissioner shall inform the Contractor, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the Work forthwith, and shall not again be



employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor or its Subcontractors, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by Other Contractors or their Subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the City, its Agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may, upon certification of the Commissioner, be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the City to take action against it as set forth in Chapter X of this Contract, or such other article of this Contract as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the Contractor and its Subcontractors shall not employ on the Work any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the Contractor as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Comptroller of the City for the classification of Work actually performed. The Contractor or Subcontractor will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the Contract Work.

35.2 If the total cost of the Work under this Contract is at least two hundred fifty thousand dollars (\$250,00), all laborers, workers, and mechanics employed in the performance of the Contract on the public work site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

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.

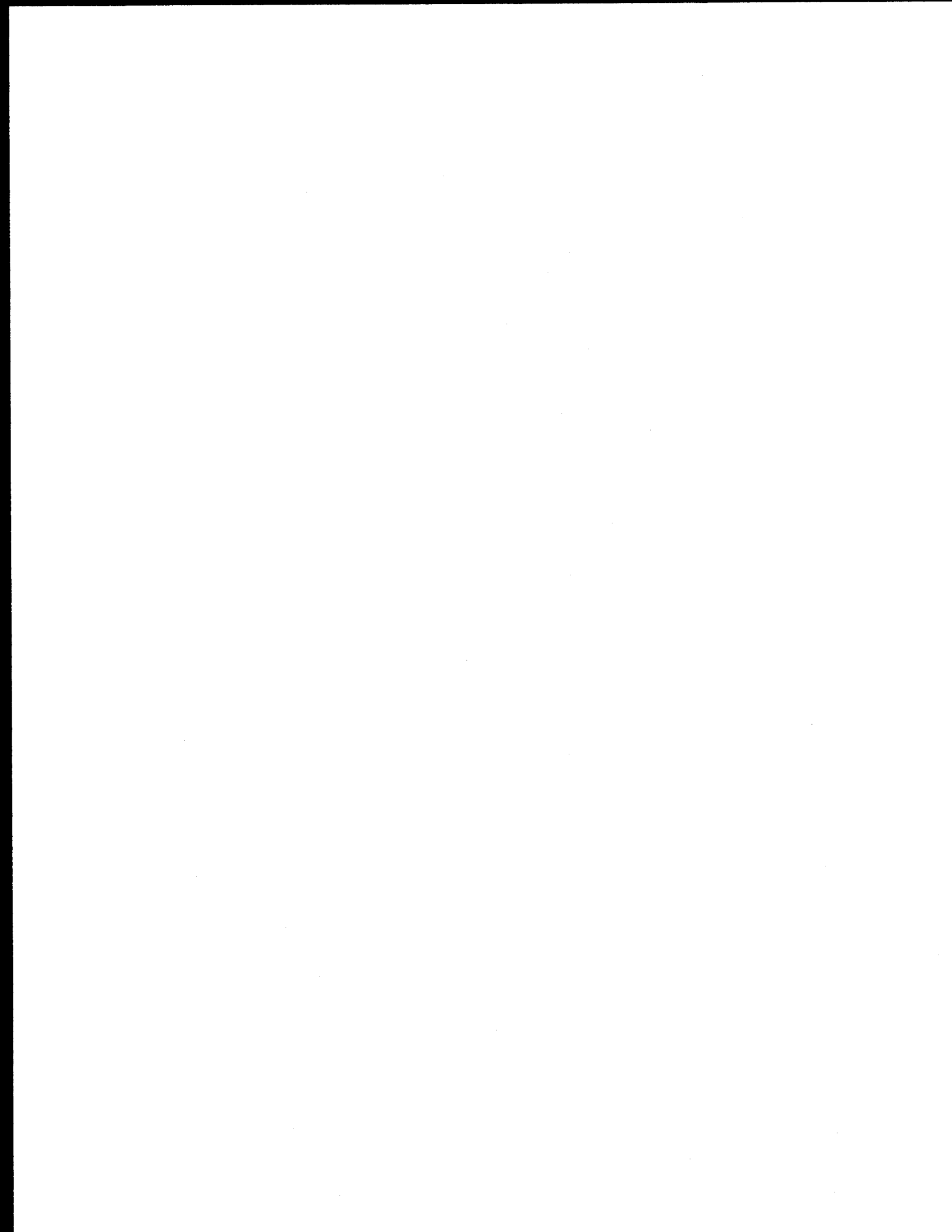


- 35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer 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 provision 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 to §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 which 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:

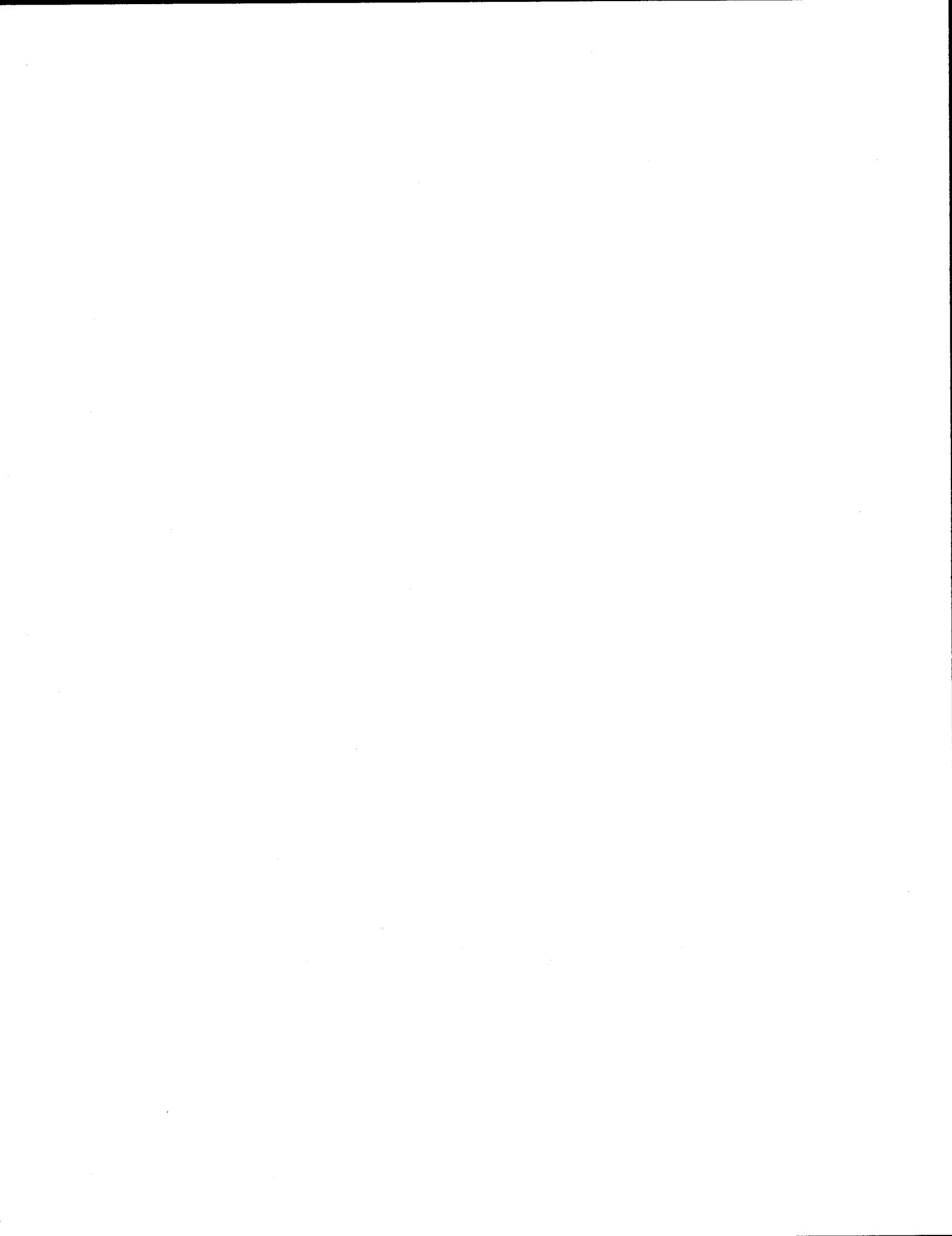
37.6.1 Notices Posted At Site: Post, in a location designated by the City, schedules of prevailing wages and supplements



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





Agency). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a Subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Agency); and

37.6.8 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

37.7 The Contractor and its Subcontractors shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the Contractor or Subcontractor(s) to comply with the provisions of this Article 37.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

37.8 At the time the Contractor makes application for each partial payment and for final payment, the Contractor shall submit to the Commissioner a written payroll certification, in the form provided by this Contract, of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor law section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received by the Commissioner.

37.9 This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the provisions of Section 220 of the Labor Law from the award of the Contract.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this Contract, and grounds for cancellation thereof by the City.

#### ARTICLE 38 - PAYROLL REPORTS

38.1 The Contractor and its Subcontractor(s) shall maintain on the Site during the performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The Contractor shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract. If such payrolls and transcripts are maintained outside of New York City after the completion of the Work and their production is required pursuant to this Article 38, the Contractor shall produce such records in New York City upon request by the City.

38.3 The Contractor and Subcontractor(s) shall comply with any written order, direction, or request made by the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, to provide to the requesting party any of the following information and/or records within five (5) Days of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each Day on which any employee of the Contractor and/or any of the Subcontractor(s) performed Work on the Site, which attendance sheet shall be in a form acceptable to the Agency and shall provide information acceptable to the Agency to identify each such employee; and/or

38.3.3 Any other information to satisfy the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s) or the Comptroller, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.



38.4 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 38.1 and/or 38.2 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

#### ARTICLE 39 - DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the Work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract voidable at the sole discretion of the City.

### CHAPTER IX - PAYMENTS

#### ARTICLE 40 – CONTRACT PRICE

40.1 Total Payments: Total payments for all services performed and all expenses incurred pursuant to this Agreement shall not exceed the amount set forth in Schedule A.

40.2 Unit Prices: The City agrees to pay and the Contractor agrees to accept, as full payment for the complete and satisfactory performance of the services set forth in the Specifications, the unit prices set forth in the Contractor's Bid. The Contractor is warned that the Estimated Quantities set forth on the Bid Form are approximate only, given solely to be used as a uniform basis for the comparison of bids, and are not to be considered part of this contract. The quantity of services the Contractor is actually directed to provide 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.

40.3 Guaranteed Minimum: In the event the Contractor is not issued any Work Orders hereunder, the City agrees to pay, and the Contractor agrees to accept, a minimum fee of \$2,500. The Contractor further agrees that under such circumstances, it has no action for damages or for loss of profits against the City.

#### ARTICLE 41 – REQUISITIONS FOR PAYMENT

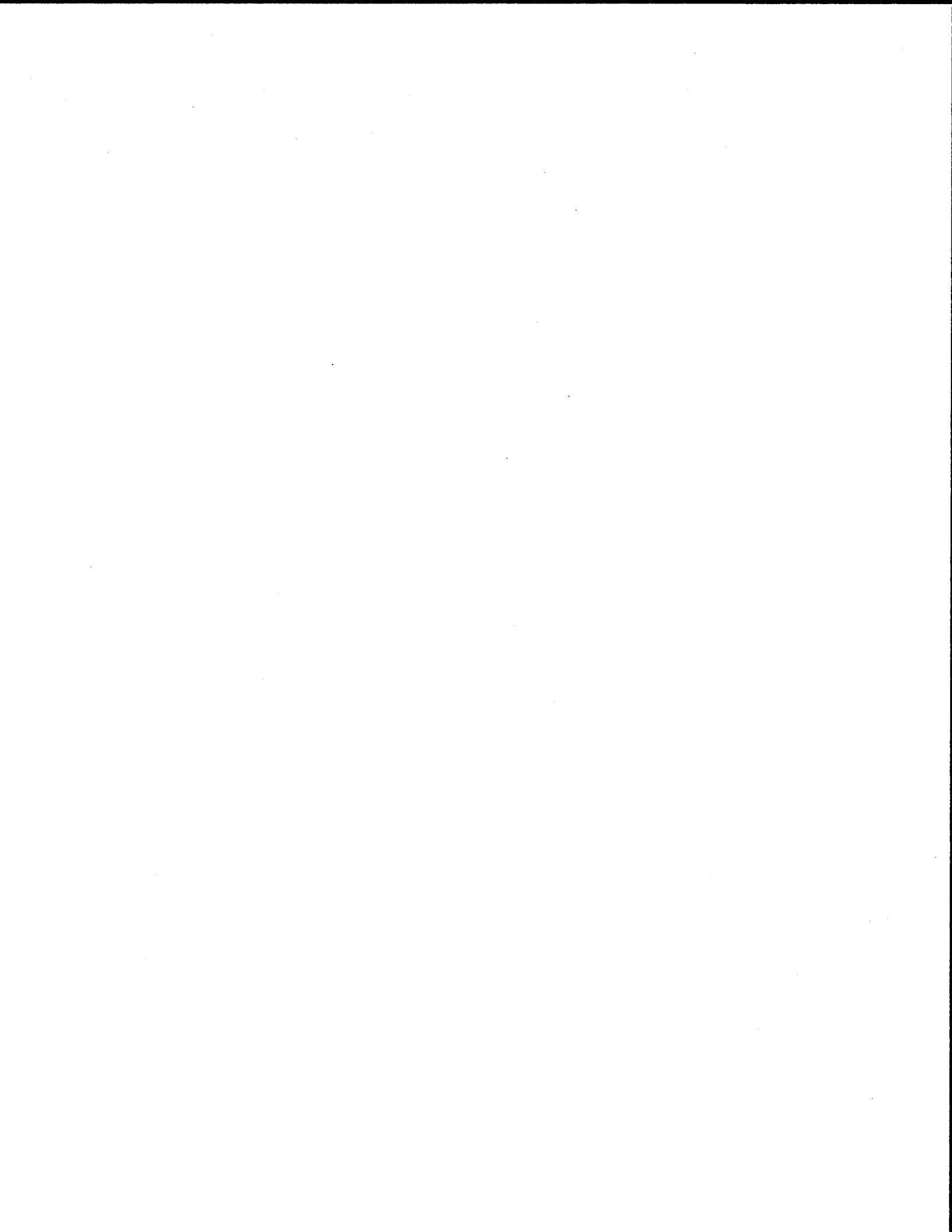
41.1 Requisitions for payment may be submitted upon completion of the services set forth in the Work Order. Requisitions shall be in the authorized form and shall set forth the services performed by the Contractor and the total amount of payment requested. The Contractor shall submit one original and three (3) copies of each requisition for payment.

41.1.1 Unit Price Services: Requisitions for payment shall be accompanied by the following:

- (a) Copy of the Work Order and/or Supplemental Work Order for which payment is requested.
- (b) Description of the services provided during the payment period (quantity, location, etc.)
- (c) Applicable unit price(s) for the services provided
- (d) Total amount of payment requested for all unit price services provided
- (e) If applicable, laboratory analysis and/or test reports in connection with the services provided
- (f) Copy of the Commissioner's written acceptance of the services provided
- (g) Verified statement in the form prescribed by the Comptroller setting forth the information required under Section 220.a of the Labor Law
- (h) Any other documentation required by the Commissioner

41.1.2 Services on a Time and Material Basis: Requisitions for payment shall be accompanied by the following.

- (a) Copy of the Work Order and/or Supplemental Work Order for which payment is requested.
- (b) Description of the services provided during the payment period (quantity, location, etc.)
- (c) Documentation set forth in Article 28 of this Contract
- (d) Total amount of payment requested for all services provided on a time and material basis



- (e) Copy of the Commissioner's written acceptance of the services provided
- (f) Verified statement in the form prescribed by the Comptroller setting forth the information required under Section 220.a of the Labor Law
- (g) Any other documentation required by the Commissioner

41.1.3 Reimbursable Services: Requisitions for payment shall be accompanied by the following. The Contractor shall not be entitled to any mark-up with respect to Reimbursable Services.

- (a) Copy of the Commissioner's directive authorizing the Reimbursable Service(s)
- (b) Description of the Reimbursable Service the Contractor was directed to provide.
- (c) If payment is on a lump sum basis, a report on the progress of the work, indicating the percentage of completion of all required services.
- (d) If payment is on a unit price basis, a report indicating the number of completed units.
- (e) If payment is based on actual cost, received bills or any other data required by the Commissioner.

41.2 All payments are contingent upon the Contractor's satisfactory performance of the required services. The Commissioner is authorized to make deductions for any services performed hereunder which he/she determines to be unsatisfactory.

41.3 Within thirty (30) days after receipt of a satisfactory requisition for payment, the Commissioner will approve a voucher in the amount certified for payment, less any and all deductions authorized to be made by the Commissioner under any terms of this Contract or by Law.

#### ARTICLE 42 – NOT USED

#### 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.

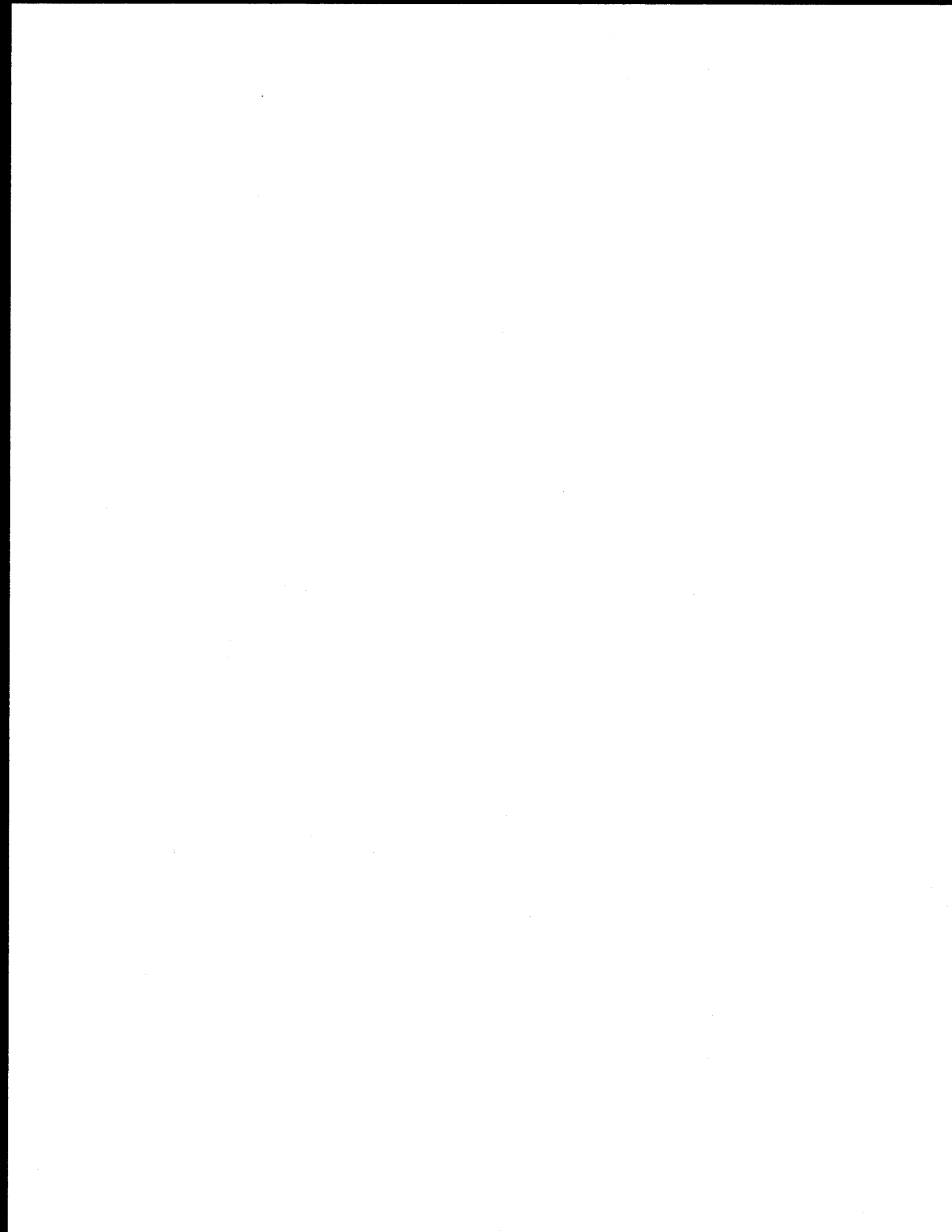
43.4 If the Contractor is paid interest, the proportionate share(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).

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 – NOT USED



## ARTICLE 45 - FINAL PAYMENT

45.1 After completion of all work required under this contract, 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 and guaranty under Article 24. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the Commissioner.

45.2 Final Verified Statement of Claims: The Contractor shall also submit with the final requisition a final verified statement of any and all alleged claims against the City, and any pending dispute resolution procedures in accordance with the PPB Rules and this Contract, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred, 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 Not Used

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the Commissioner under this Contract or by Law, shall constitute the final payment, and shall be made by the Comptroller within thirty (30) Days after the filing of such voucher in his/her office.

45.4 The Contractor acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

## ARTICLE 46 - ACCEPTANCE OF FINAL PAYMENT

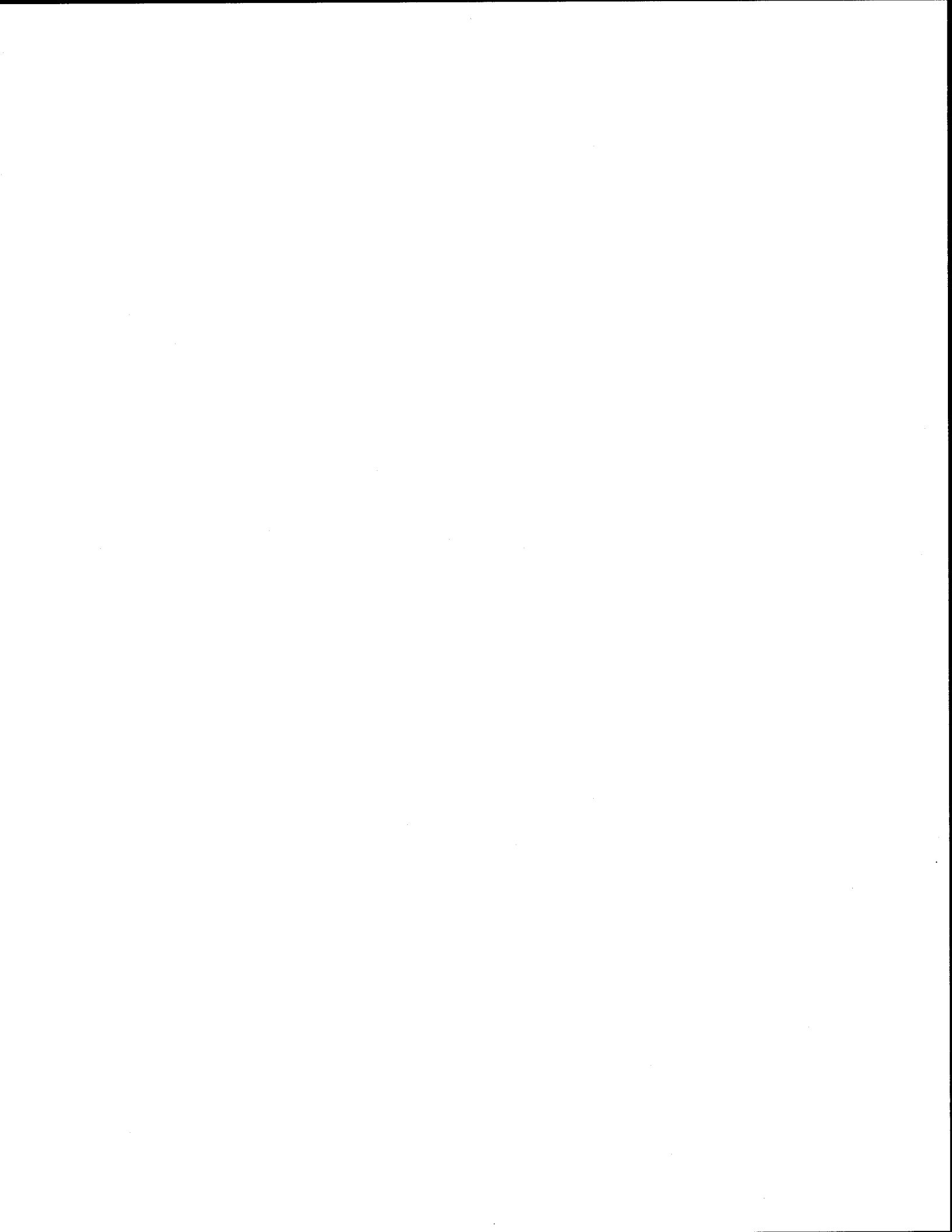
46.1 The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor for anything heretofore done or furnished for the Contractor relating to or arising out of this Contract and the Work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officials, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by Law, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the Contractor's final requisition pursuant to Article 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 final requisitions pursuant to Article 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 Public Design Commission 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.

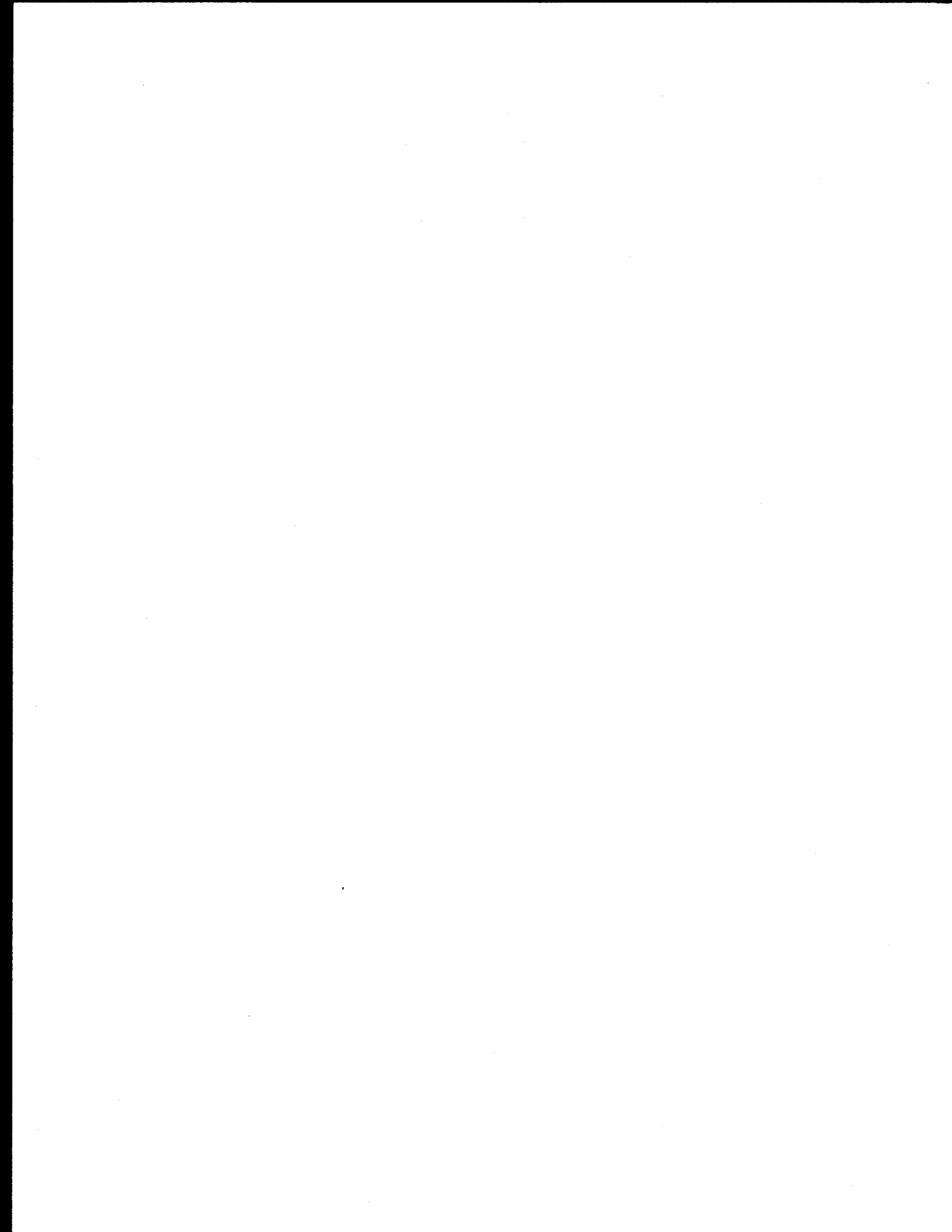
#### CHAPTER X - CONTRACTOR'S DEFAULT

#### 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) Day's 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.

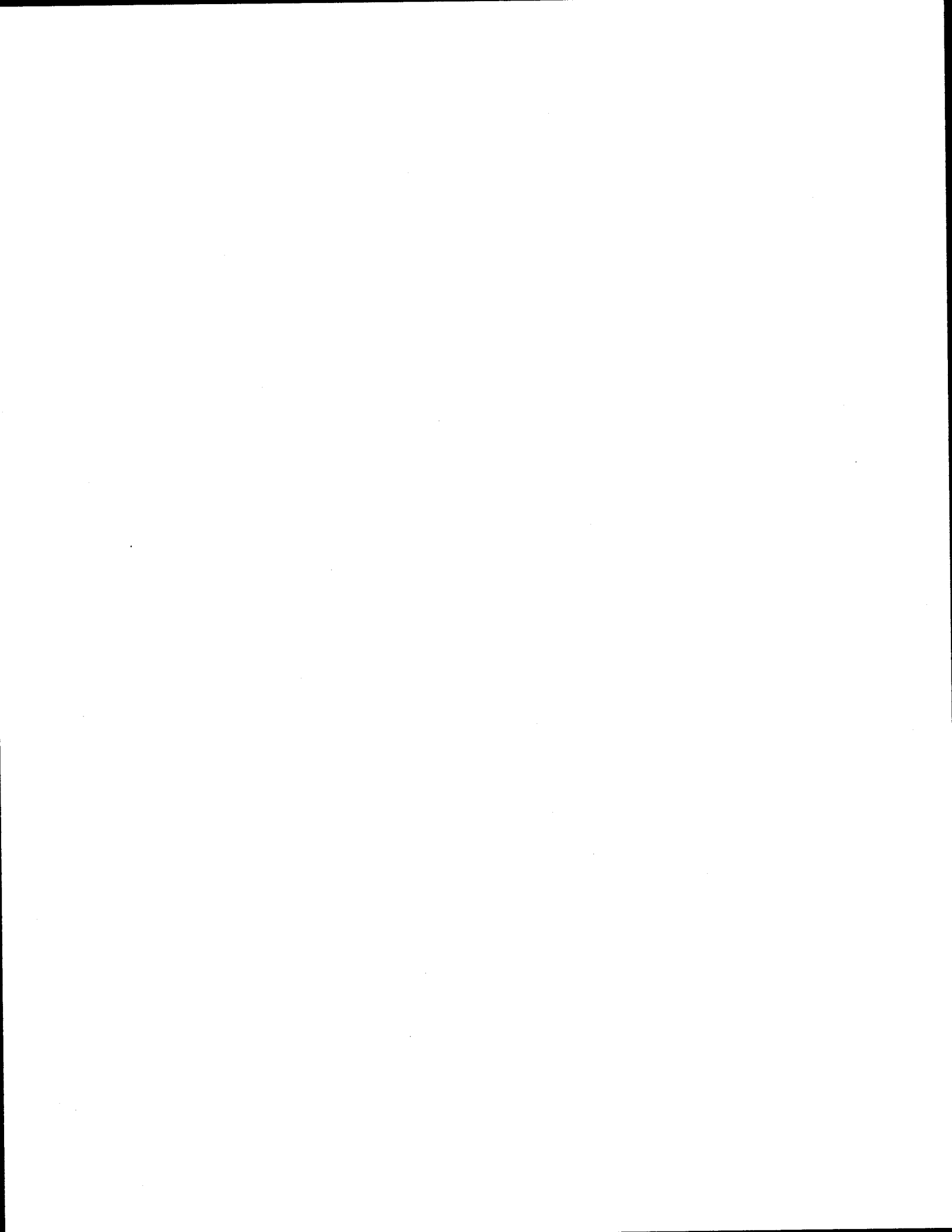
#### ARTICLE 52 - PARTIAL DEFAULT

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 – NOT USED

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 the date of the filing in the office of the Comptroller of the final payment voucher pursuant to Article 45; except that:

56.2.1 Not Used

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this Contract shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the Commissioner exercises his/her right to terminate the Contract pursuant to Article 64, any such action shall be commenced within six (6) months of the date the Commissioner exercises said right.

ARTICLE 57 - INFRINGEMENT

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

ARTICLE 58 - NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

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

ARTICLE 59 - SERVICE OF NOTICES

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



59.2 Contractor's notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Commissioner.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor is a corporation, upon any officer thereof.

#### ARTICLE 60 - UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

#### ARTICLE 61 - ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this Contract that each and every provision of Law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the Law and without prejudice to the rights of either party hereunder.

#### ARTICLE 62 - TAX EXEMPTION

62.1 The City is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor, Subcontractor or Materialman or to tangible personal property which, even though it is consumed, is not incorporated into the completed Work (consumable supplies) and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work. The Contractor and its Subcontractors and Materialmen shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work.

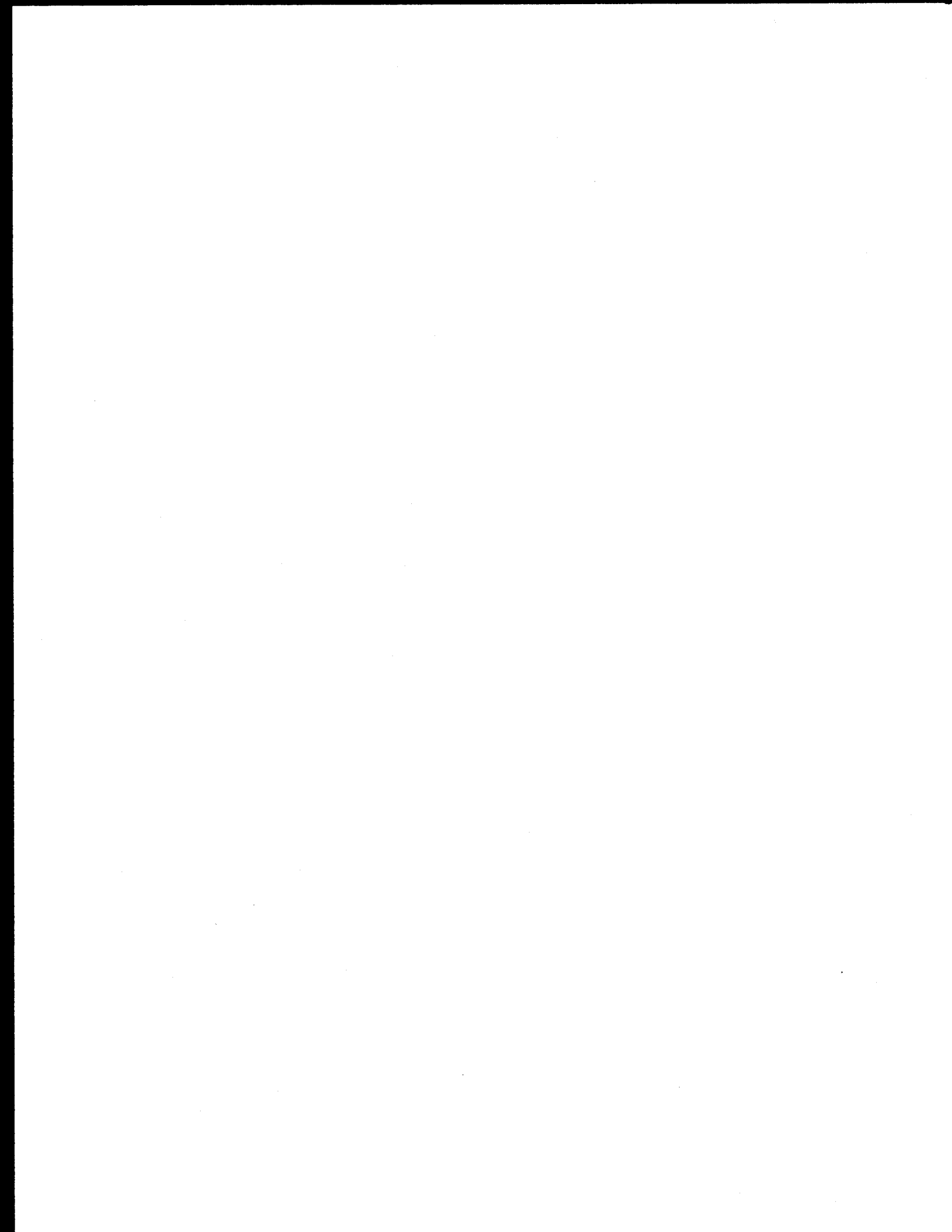
62.2 The Contractor agrees to sell and the City agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work, that is required, necessary or proper for or incidental to the construction of the Project covered by this Contract. The sum paid under this Contract for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The Contractor agrees to construct the Project and to perform all Work, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such Work, labor and services, and the sum so paid pursuant to this Contract for such Work, labor, and services., shall be in full consideration for the performance by the Contractor of all its duties and obligations under this Contract in connection with said Work, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a Contractor's purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The City shall not pay sales tax for any such tangible personal property that it purchases from the Contractor pursuant to the Contract. With respect to such tangible personal property, the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by the City, properly executed, acknowledged and delivered assuring to the City title to such tangible personal property, free of liens and/or encumbrances, and the Contractor shall mark or otherwise identify all such tangible personal property as the property of the City.

62.4 Title to all tangible personal property to be sold by the Contractor to the City pursuant to the provisions of the Contract shall immediately vest in and become the sole property of the City upon delivery of such tangible personal





property to the Site. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this Contract, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the Work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.

62.5 The purchase by Subcontractors or Materialmen of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this Contract with respect to the separation of the sale of consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work from the Work and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other Work and labor and other things to be provided.

62.6 The Contractor and its Subcontractors and Materialmen shall furnish a Contractor Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the Work covered by this Contract.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this Contract or create any ambiguity, then the provisions of this Article 62 shall control.

#### ARTICLE 63 - INVESTIGATION(S) CLAUSE

63.1 The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

63.4 The Commissioner whose Agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the Commissioner who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the City incurring any penalty or damages for delay or otherwise.



- 63.6 The penalties which may attach after a final determination by the Commissioner may include but shall not exceed:
- 63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
- 63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
- 63.7 The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The Commissioner may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:
- 63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- 63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- 63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- 63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- 63.8 Definitions:
- 63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- 63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- 63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.
- 63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- 63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of



this Contract by the Contractor, or affecting the performance of this Contract.

#### ARTICLE 64 - TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

- 64.1.1 Stop Work on the date specified in the notice;
- 64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;
- 64.1.3 Cancel all cancelable orders for material and equipment;
- 64.1.4 Assign to the City and deliver to the Site or any other location designated by the Commissioner, any non-cancelable orders for 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 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, the City will pay the Contractor the sum of Articles 64.2.1 and 64.2.2, less all payments previously made pursuant to this Contract:

- 64.2.1 For all completed units, the unit price stated in the Contract, and
- 64.2.2 For units that have been ordered but are only partially completed, the Contractor will be paid: (i) a pro rata portion of the unit price stated in the Contract based upon the percent completion of the unit, and (ii) for non-cancelable material and equipment, payment will be made based on the fair and reasonable value of such material and equipment, plus necessary and reasonable delivery costs. The fair and reasonable value of such material and equipment shall be subject to a markup of five (5%) percent.

64.3 All payments pursuant to this 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. Termination by the City shall not give rise to any cause of action for damages or extra remuneration against the City, other than that provided for herein.

64.4 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.

#### 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 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 Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).
- 67.2 Unless specifically waived by the Commissioner with the approval of the Division of Economic and Financial Opportunity of the City Department of Business Services, if any portion of the Contract is subcontracted, not less than ten (10%) percent of the total dollar amount of the Contract shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.
- 67.3 The Contractor shall not require performance and payment bonds from LBE Subcontractors.
- 67.4 If the Contractor has indicated prior to award that no Work will be subcontracted, no Work shall be subcontracted without the prior approval of the Commissioner, which shall be granted only if the Contractor makes a good faith effort beginning at least six (6) weeks before the Work is to be performed to obtain LBE Subcontractors to perform the Work.
- 67.5 If the Contractor has not identified sufficient LBE Subcontractors prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its Contract, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the Contractor shall begin to solicit LBE's to perform subcontracted Work at least six (6) weeks before the date such Work is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.
- 67.6 Failure of the Contractor to comply with the requirements of Section 6-108.1 of the Administrative Code and the





regulations promulgated thereunder shall constitute a material breach of this Contract. Remedy for such breach may include the imposition of any or all of the following sanctions:

- 67.6.1 Reducing the Contractor's compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;
- 67.6.2 Declaring the Contractor in default;
- 67.6.3 If the Contractor is an LBE, de-certifying and declaring the Contractor ineligible to participate in the LBE program for a period of up to three (3) years.

#### ARTICLE 68. ANTITRUST

68.1 The Contractor hereby assigns, sells and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust Laws of New York State or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

#### ARTICLE 69 - MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on City Contracts to express the opposition of the people of the City to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective Contractors for Contracts to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their Contract, that any business operations in Northern Ireland conducted by the Contractor and any individual or legal entity in which the Contractor holds a ten (10%) percent or greater ownership interest in the Contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective Contractors are not required to agree to these conditions. However, in the case of Contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a Contract to supply goods, services or construction of comparable quality, the Agency shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the City that the Contract be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the City Charter.

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

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

69.2.1 Have no business operations in Northern Ireland, or

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

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



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

- 69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
- 69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from Work;
- 69.3.1(c) ban provocative religious or political emblems from the workplace;
- 69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;
- 69.3.1(e) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- 69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from under-represented religious groups;
- 69.3.1(h) establish procedures to assess, identify and actively recruit employees from under-represented religious groups with potential for further advancement; and
- 69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The Contractor agrees that the covenants and representations in Article 69.2 are material conditions to this Contract. In the event the Agency receives information that the Contractor who made the stipulation required by this Article 69 is in violation thereof, the Agency shall review such information and give the Contractor an opportunity to respond. If the Agency finds that a violation has occurred, the Agency shall have the right to declare the Contractor in default in default and/or terminate this Contract for cause and procure supplies, services or Work from another source in the manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirement Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the Agency for the uncompleted term of Contractor's Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights and remedies the Agency has pursuant to this Contract or by operation of Law.

#### ARTICLE 70 – ELECTRONIC FILING/NYC DEVELOPMENT HUB

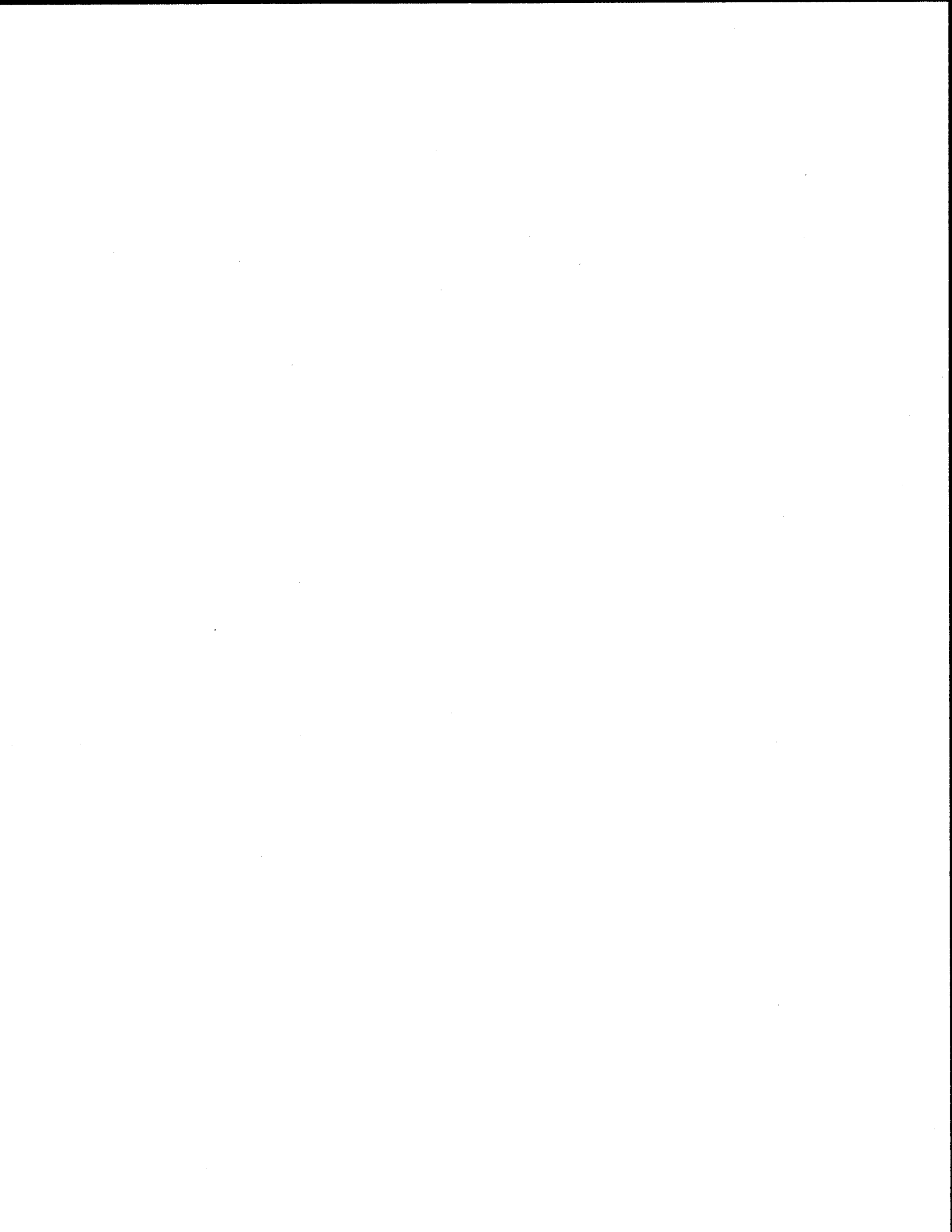
70.1 The Contractor shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at [www.nyc.gov/buildings](http://www.nyc.gov/buildings).

#### ARTICLE 71 - PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this Contract except as expressly permitted by Section 165 of the Finance Law.

#### ARTICLE 72 - CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain



circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

#### ARTICLE 73 - MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### ARTICLE 74 - STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda issued prior to the bid opening.

#### ARTICLE 75 - NOT USED

#### 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 "EFT Vendor Payment Enrollment Form" (available at <http://www.nyc.gov/dof>) 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 payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

#### ARTICLE 77 – 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

##### ARTICLE I. M/WBE PROGRAM

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



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

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

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

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

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

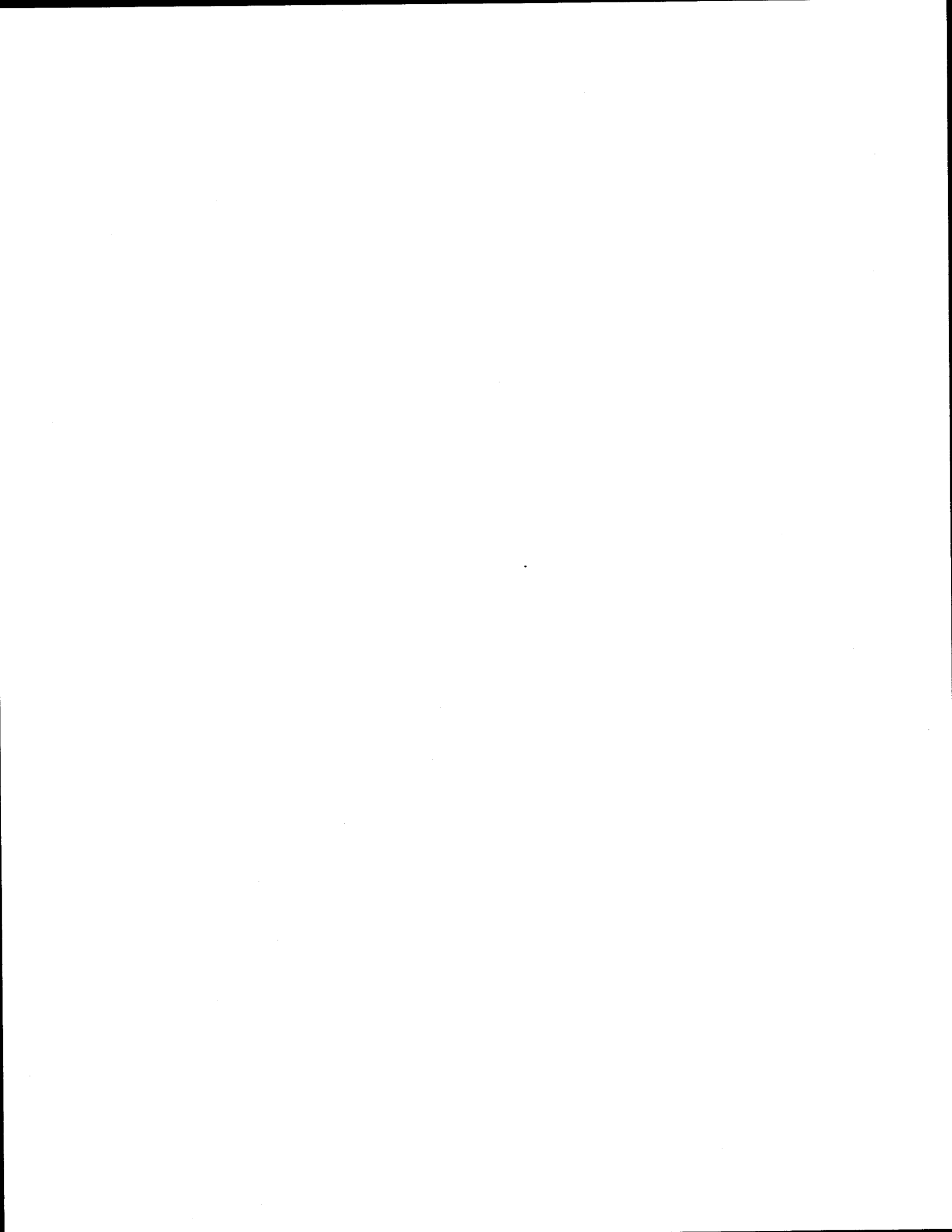
2. If Participation Goals have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the Participation Goals, unless the goals are waived or modified by Agency in accordance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

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

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

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





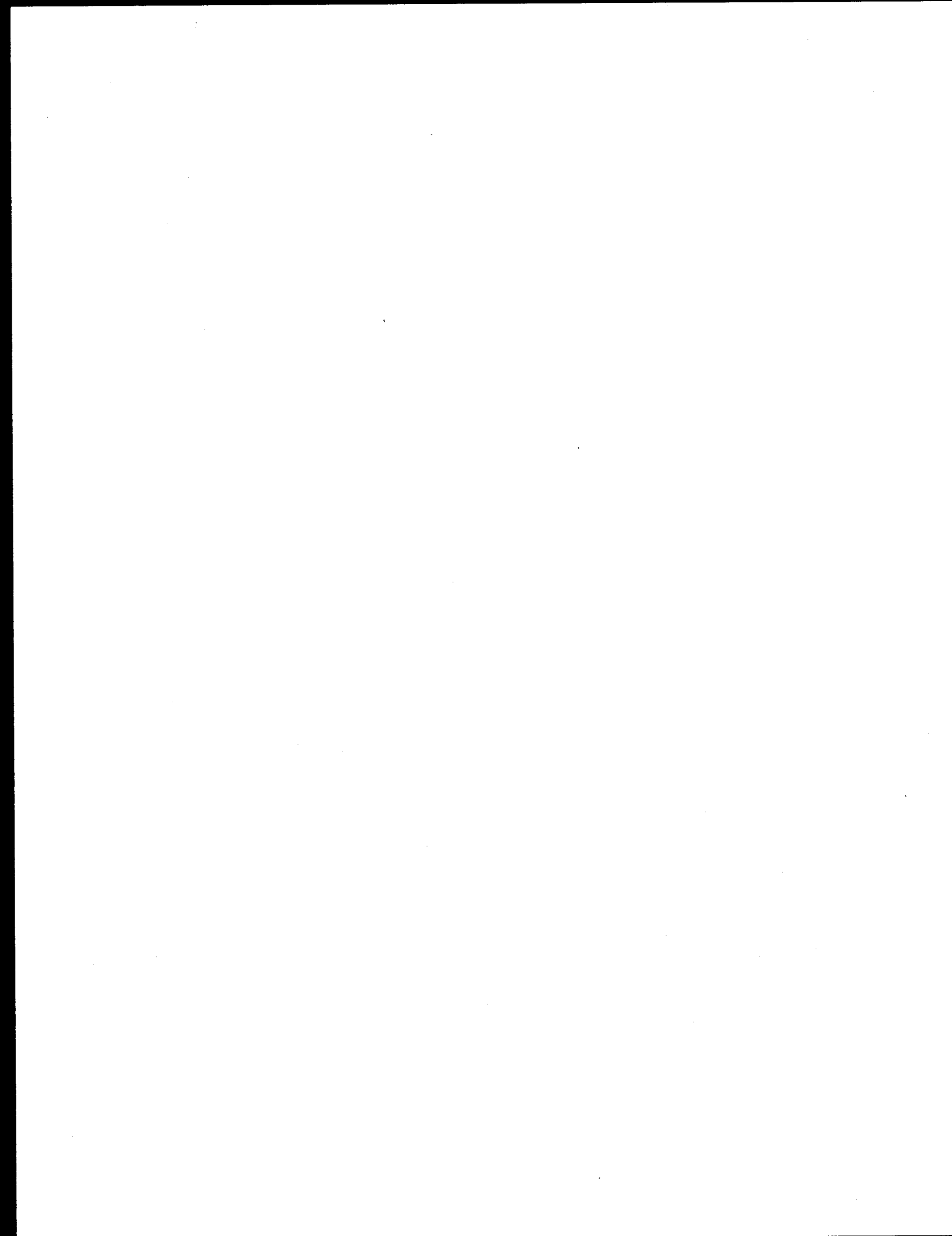
B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required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

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

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for



MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

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

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

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

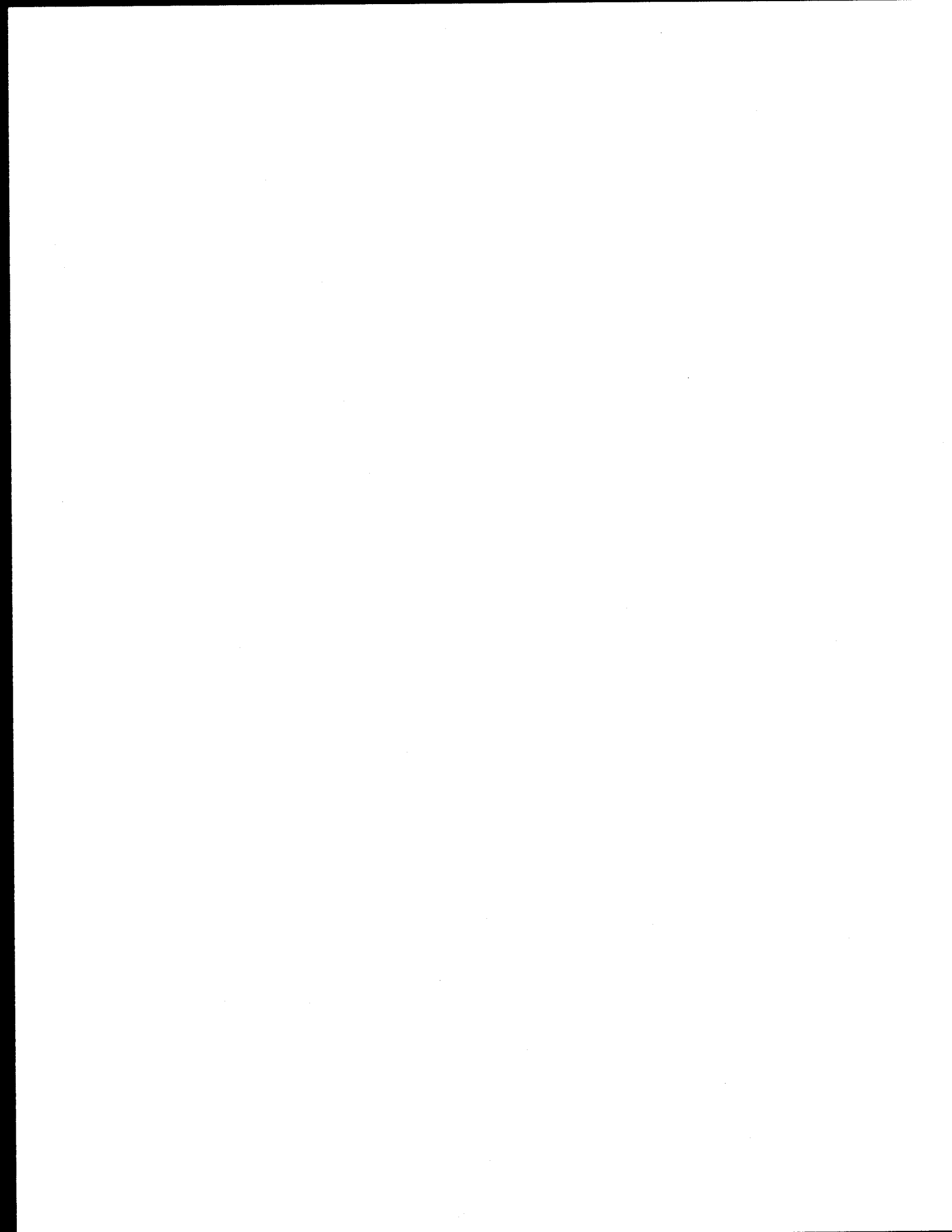
10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals**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

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

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

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

11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission**



its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

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

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

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

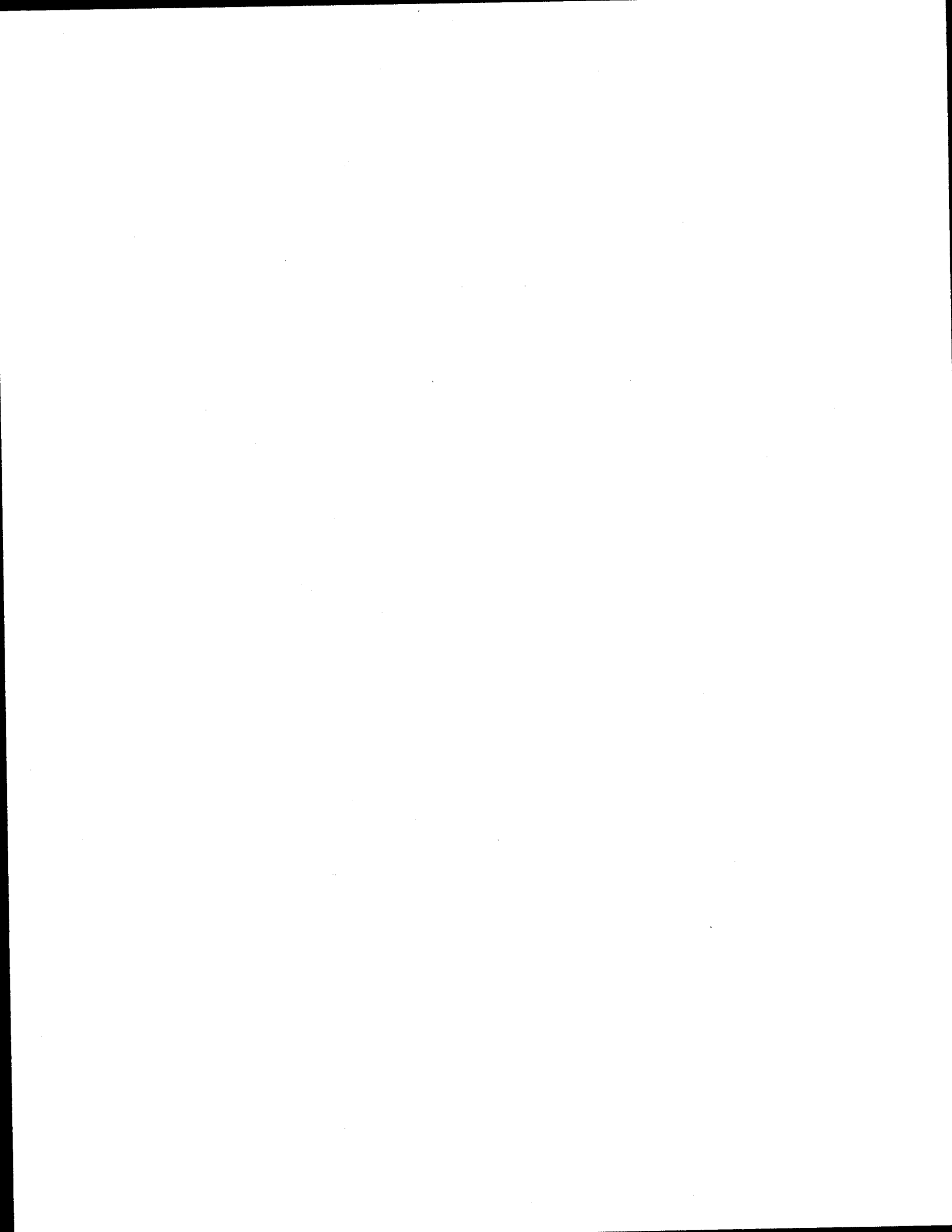
12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an M/WBE Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the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

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

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

## **PART B: MISCELLANEOUS**

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



2. Pursuant to DSBS rules, construction contracts that include a requirement for an M/WBE Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required Participation Goals.

## **ARTICLE II. ENFORCEMENT**

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any M/WBE Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any M/WBE Utilization Plan, Agency may determine that one of the following actions should be taken:
  - (a) Entering into an agreement with the Contractor allowing the Contractor to cure the violation;
  - (b) Revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
  - (c) Making a finding that the Contractor is in default of the Contract;
  - (d) Terminating the Contract;
  - (e) Declaring the Contractor to be in breach of Contract;
  - (f) Withholding payment or reimbursement;
  - (g) Determining not to renew the Contract;
  - (h) Assessing actual and consequential damages;
  - (i) Assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
  - (j) Exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
  - (k) Taking any other appropriate remedy.
4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its M/WBE Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer



by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

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

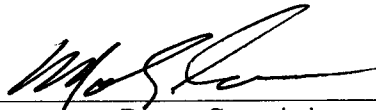
6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or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

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

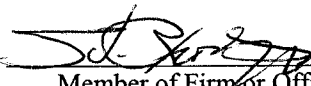
IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK:

Comptroller's Office  
Central Imaging Facility  
**ORIGINAL**

By:   
Deputy Commissioner  
1507

CONTRACTOR: Aquifer Drilling & Testing, Inc.

By:   
Member of Firm or Officer of Corporation

Print Name: H.L. REXRODE, JR.

Title: PRESIDENT

EIN: 112955932

Comptroller's Office  
Central Imaging Facility  
**ORIGINAL**

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

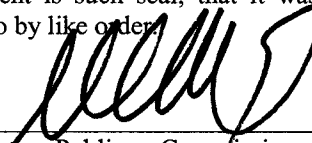
Secretary

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

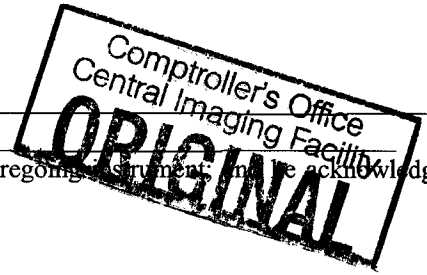
On this 29 day of JUNE, before me personally came H. L. REXRODE, JR. to me known, who, being by me duly sworn did depose and say that he resides at 32 HAM. LTON PLACE GARDEN CT., NY 11530 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

  
Notary Public or Commissioner of Deeds  
VICTORIA AYO-VAUGHAN  
Notary Public, State of New York  
Registration #01AY5014042  
Qualified in Queens County  
Commission Expires July 15, 2015

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

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



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

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

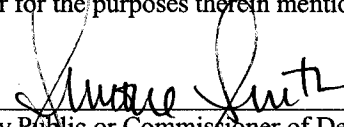
On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

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

ACKNOWLEDGMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 29<sup>th</sup> day of JUNE, 2015 before me personally came MARK CANU to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

  
Notary Public or Commissioner of Deeds

SIMONE SMITH  
Commissioner of Deeds  
City of New York No. 4-6780  
Certificate Filed in New York County  
Commission Expires 01/01/16

AUTHORITY

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

DATED  
DATED

APPROPRIATION  
COMMISSIONER'S CERTIFICATE

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

Two Million and 00/100.

Dollars (\$ 2,000,000.00)

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

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

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

  
\_\_\_\_\_  
Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York \_\_\_\_\_

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ \_\_\_\_\_

\_\_\_\_\_  
Comptroller

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 518-463-3181      FAX (A/C, No): 518-463-5048 E-MAIL ADDRESS:														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Aspen Specialty Insurance Company</td> <td>10717</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Aspen Specialty Insurance Company	10717	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
<b>INSURED</b> Aquifer Drilling and Testing, Inc. 75 E. 2nd Street Mineola, NY 11501															

**COVERAGES**      **CERTIFICATE NUMBER:** 1675409791      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Professional Liability Pollution Liability			ERAFLG815	6/29/2015	6/29/2016	Each Claim 5,000,000 Each Occurrence 5,000,000								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 PW311S15C - Taking of Deep Land Borings within the Five Boroughs of the City of New York

<b>CERTIFICATE HOLDER</b> New York City Department of Design & Construction 30-30 Thomson Avenue Long Island Ciy NY 11101 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSURED (CONTRACTORS) – NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY – CONTRACTORS COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
2. The insurance provided to the additional insured is limited as follows:
  - a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
    - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.
5. As a condition of coverage, each additional insured must:
  - a.) Give us written notice of any "occurrence" or offense which may result in a claim and written notice of "suit" as soon as reasonably possible.

COMMERCIAL GENERAL LIABILITY

- b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
- c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this

requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

- d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured – Newly Acquired Or Formed Organizations
- F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
- G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- H. Blanket Additional Insured – Lessors Of Leased Equipment
- I. Blanket Additional Insured – States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability – Railroads

#### PROVISIONS

##### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

##### B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

#### INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.



COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(f) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5, of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.



COMMERCIAL GENERAL LIABILITY

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
  - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
- (iii) An executive officer or director of any other organization; that is your partner, joint venture member or manager; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:



## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily Injury" or "property damage" that occurs; or
- b. "Personal Injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**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.

Arthur J. Gallagher RMS, Inc.

\_\_\_\_\_  
[Name of broker (typewritten)]

677 Broadway, Albany, NY 12207

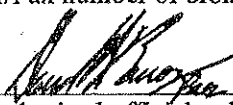
\_\_\_\_\_  
[Address of broker (typewritten)]

julle\_kaiser@ajg.com

\_\_\_\_\_  
[Email address of broker (typewritten)]

(518) 463-3181 / (518) 463-5048

\_\_\_\_\_  
[Phone number/Fax number of broker (typewritten)]

  
\_\_\_\_\_  
[Signature of authorized official or broker]

David Bauer - Regional Executive Vice President

\_\_\_\_\_  
[Name and title of authorized official (typewritten)]

State of New York.....)

County of Albany.....) ss.:

Sworn to before me this 8th day of July, 2015

Kimberly A. Ritchie  
\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF NEW YORK

KIMBERLY A. RITCHIE  
Notary Public, State of New York  
No. 01RI6215612  
Qualified in Rensselaer County  
Commission Expires January 4, 2018

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>Ia. Legal Name &amp; Address of Insured (Use street address only)</b> Aquifer Drilling and Testing, Inc. 75 E. 2nd Street Mineola, NY 11501</p> <p><b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b></p>	<p><b>Ib. Business Telephone Number of Insured</b> 516-616-6026</p> <p><b>Ic. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>Id. Federal Employer Identification Number of Insured or Social Security Number</b> 11-2955932</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> New York City Department of Design &amp; Construction 30-30 Thomson Avenue Long Island City NY 11101</p>	<p><b>3a. Name of Insurance Carrier</b> The Travelers Indemnity Company of C</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> UB-6E719343</p> <p><b>3c. Policy effective period</b> 6/29/2015 to 6/29/2016</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: David Bauer  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  7/8/2015  
(Signature) (Date)

Title: Regional Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-869-3535

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**



## Workers' Compensation Law

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**SCHEDULE A: CONTRACT INFORMATION**

- **Division:** Division of Safety & Site Support
- **Project:** Taking of Deep Land Borings Citywide within five Boroughs of the City of New York
- **Total Amount:** Not to Exceed: \$2,000,000.00
- **Time of Performance:**
  - **Contract Term:** 730 consecutive calendar days (“ccds”)
  - **Extension of Contract Term:** Duration: 365 consecutive calendar days
- **Subcontracts:** The Contractor shall not make subcontracts totaling an amount more than 10% of the total Contract price, without prior written permission from the Commissioner. Subcontracting is only permitted for non-drilling work.
- **Insurance:** The Contractor shall provide the types and amounts of insurance indicated by a check mark. Requirements for insurance coverage are set forth in Article 22 of the Contract.
  - Commercial General Liability**  
Amount: \$1,000,000 per occurrence and \$2,000,000 aggregate (applicable separately to this project).  
Additional Insured: City of New York, including its officials and employees
  - Workers’ Compensation Insurance and Disability Benefits Insurance in accordance with the Laws of the State of New York**
  - Employers’ Liability Insurance**  
Amount: \$1,000,000 per accident
  - Comprehensive Business Automobile Liability Insurance**  
Amount: \$1,000,000 per accident  
Additional Insured: City of New York, including its officials and employees  
If autos are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
- **Performance and Payment Bonds:** Payment and performance bonds are not required at the time of contract award. However, during the performance of the contract, if directed in writing by the Commissioner, the Contractor shall provide Payment and Performance bonds for each Work Order valued at one million (\$1,000,000) or more. Payment and Performance bonds shall each be in an amount equal to 100% of the Work Order price. Such bonds shall be in accordance with the standard form of bonds provided by the City. The City shall reimburse the Contractor the actual and reasonable cost of such bonds, with no make-up for overhead and profit. The Contractor shall provide a copy of the cancelled check for the required bonds, as well as any other documentation required by the Commissioner.

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.



**SCHEDULE A**

**CONTRACT INFORMATION**

Insurance / Certification by Broker: Pursuant to Article 22.3.3 of the Contract, every Certificate of Insurance must be accompanied by either (1) a certification by the broker setting forth the following text and required information and signatures, or (2) complete 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)]

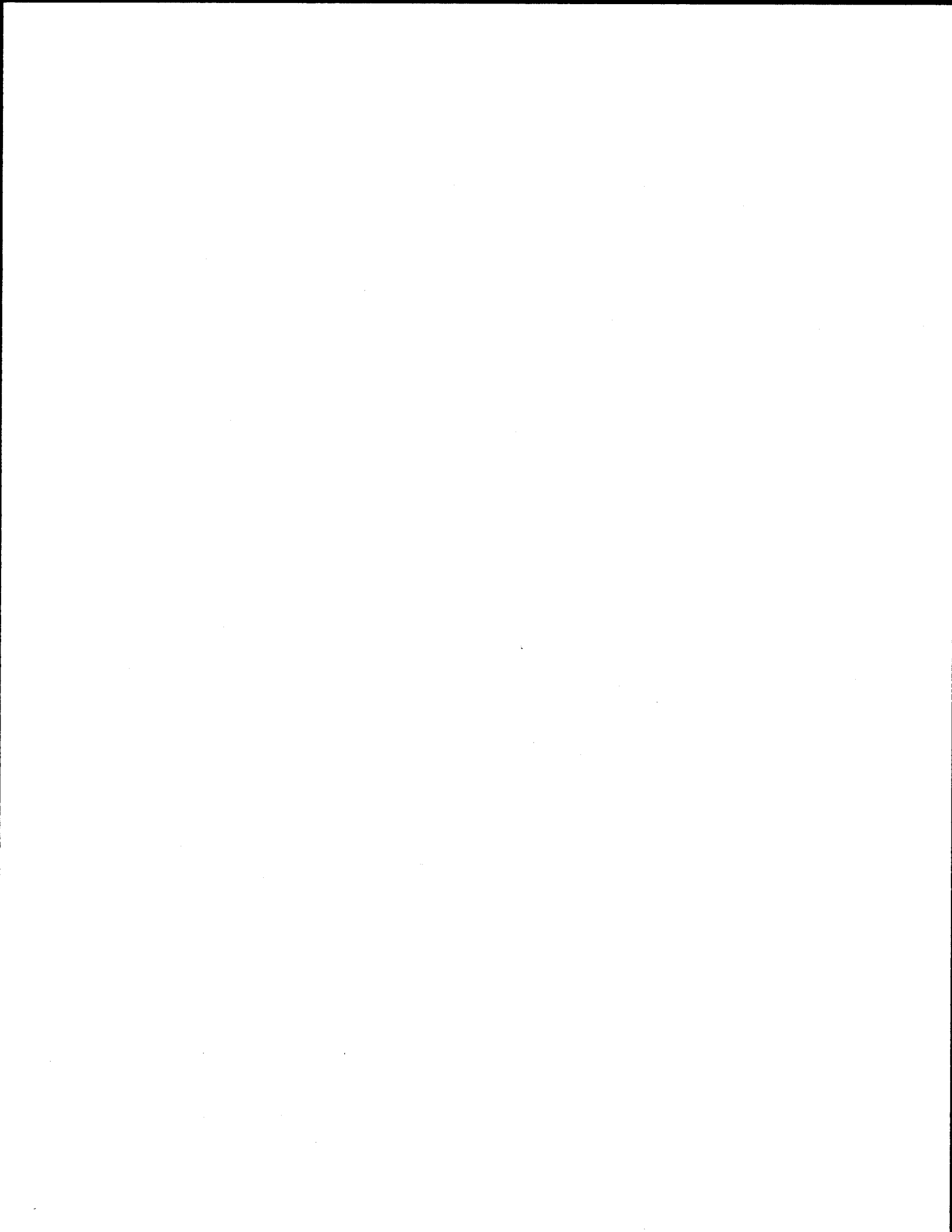
\_\_\_\_\_  
[Address of broker (typewritten)]

\_\_\_\_\_  
[Signature of authorized official or broker]

\_\_\_\_\_  
[Name and title of authorized official (typewritten)]

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

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



**GENERAL SPECIFICATIONS  
AND  
DETAILED SPECIFICATIONS**

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

**FOR TAKING DEEP LAND BORINGS CITYWIDE WITHIN THE CITY OF NEW YORK**





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

**GENERAL SPECIFICATIONS**

**ARTICLE 1. THE CONTRACT**

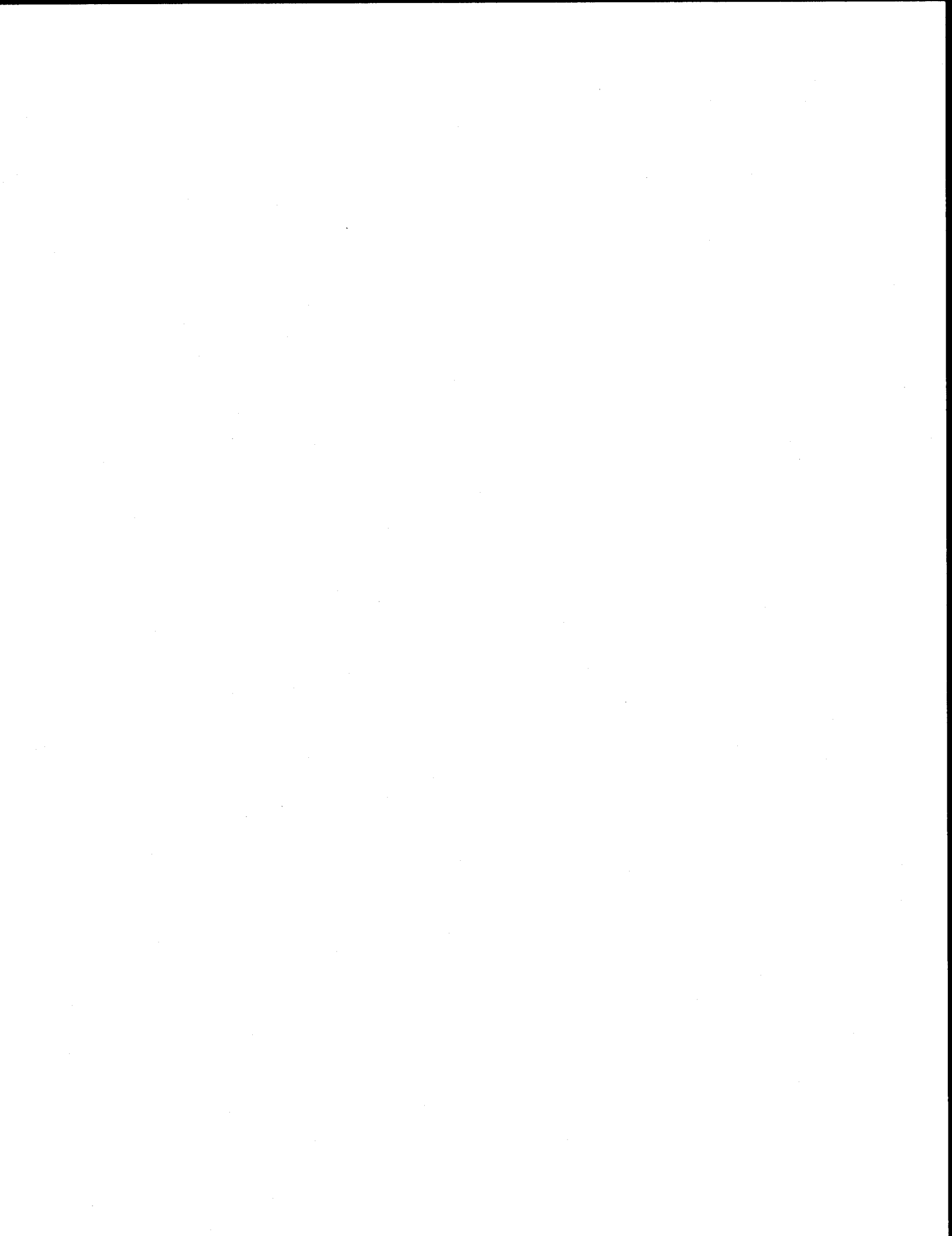
- A. **General:** This is a Requirements Contract. Pursuant to this Contract, the Contractor shall be required to provide services for various projects on an as needed basis. The services to be provided by the Contractor are set forth in the General and Detailed Specifications.
- B. **Work Orders:** Throughout the term of the Contract, as the need for services arises, the Commissioner shall issue a Work Order to the Contractor. The Contractor shall provide services in accordance with the Work Order for the Project specified therein. The Contractor shall not perform services pursuant to this Contract until the Commissioner has issued a Work Order. Work Orders issued hereunder shall specify the following: (a) Description of the Project for which services are required; (b) Services to be performed by the Contractor; (c) Time frame for the completion of services, and (d) Not to Exceed amount for the services to be performed.

**ARTICLE 2. SCOPE**

- A. The work to be performed under this Contract, in general, is the taking of land borings for the City of New York, Department of Design and Construction (NYCDDC), to obtain reliable soil strata information for the preparation of plans for the construction of various structures citywide within the City of New York. The work shall consist of advancing steel casings, hollow stem augers, or mud drilling through earth or other materials, and drilling two and one-eighth (2-1/8) inch cores in rock with diamond drill bits, taking split spoon samples and/or undisturbed samples, determining groundwater elevations, performing permeability and secondary geological testing, excavating for test pits at the locations and depth directed by the Engineer, and doing other related work.
- B. The Contract shall commence on the date specified in the written Notice of Commencement and shall remain in effect for the period set forth in Schedule A (24 months). The Commissioner may, for good and sufficient cause, extend the term of this Contract for a cumulative period not to exceed one year from the date of expiration.
- C. The Contractor is obligated to provide the following: (1) all necessary drilling rigs, vacuum excavator and any other equipment necessary for the safe clearing of utilities, including sampling devices and temporary traffic control devices, and (2) all necessary labor (skilled and unskilled) to perform the required work. This obligation is set forth in Article 16 of the General Specifications, as well as in various sections of the Detailed Specifications. The Contractor shall begin actual work at the locations ordered within five (5) calendar days after receipt of a Work Order Letter for each specific job. Such Work Order Letter shall advise the Contractor of the location of the borings to be taken, approximate depths, and the number of boring rigs required.

In general, one (1) manned drilling rig shall be required for a ten (10) or less boring hole job. Two (2) manned drilling rigs shall be required for an eleven (11) to twenty (20) boring hole job. Three (3) manned drilling rigs shall be required for a twenty one (21) to forty (40) boring hole job. Four (4) manned drilling rigs shall be required for a forty (40) and above boring hole job. A change in the number of drilling rigs furnished for a job from the aforementioned shall only be accomplished through the mutual agreement of the Contractor and the Engineer

- D. After the fifth day following receipt of work order letter, liquidated damages shall be assessed at a rate of five hundred dollars (\$500) for each calendar day that an ordered functional drill rig, vacuum excavator or utility clearing equipment and all temporary traffic control devices are not present on each job site when required.



- E. The location of the borings ordered may be changed. Certain borings may be omitted and/or additional borings may be required. It is understood and agreed that such additional borings, if ordered, shall be made at the applicable prices stipulated in the accepted bid.
- F. It is anticipated that the depth of borings shall generally be approximately seventy five (75) feet to two hundred (200) feet and that the occasional deeper boring shall be approximately two hundred and one (201) feet or more below the ground or street surface. The borings, if in rock, shall be carried to a minimum depth of 10 feet below the top of sound rock, unless otherwise ordered by the Engineer.
- G. Borings may be ordered for several projects at the same time. The minimum number of truck mounted drilling rigs with appropriate equipment, materials and labor shall be four (4). In addition to the four (4) truck mounted required drilling rigs, there should be at least one vacuum excavator truck and/or hand augering clearing equipment or any other safe utility clearing equipment, one (1) geoprobe and an All -Terrain Vehicle (ATV) rig. All rigs and excavators fueled by diesel must be fitted with Best Available Technology (BAT) in accordance with NYCDEP Local Law 77.
- H. The Contractor shall, at the beginning of each project, complete all borings that require the installation of well points or monitoring wells first.
- I. As part of the required work hereunder, the Contractor shall be obligated to delineate the work area at the beginning of each work day with temporary traffic control devices (TTCD) that meet an acceptable rating in accordance with the most recent version of the FHWA MUTCD. All costs in connection with setting up the TTCD's and restoring the work area on a daily basis are deemed included in the unit prices for the various items.
- J. As part of the required work hereunder, the Contractor shall be obligated to clean the work area at the end of each work day and to restore such area to its prior condition or better. All costs in connection with cleaning and restoring the work area on a daily basis are deemed included in the unit prices for the various items.
- K. In the event the Contractor is unable to perform work due to bad weather, payment shall be made only for items of work actually completed, in accordance with the applicable unit prices.

### **ARTICLE 3. DEFINITIONS**

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

A "Boring Rig" or "Drilling Rig" - shall include the following: (1) all drilling machinery and working tools customarily employed in, and required for taking of geotechnical and/or environmental test borings, (2) all fuel, lubricants, belting and supplies necessary for operating the rig, (3) all vehicles required for transporting the drilling rig to and from the site and for moving and setting it up at each boring location for the duration of each assigned Work Order Letter, and (4) all labor in connection with operating, maintaining, transporting and moving the drilling rig.

"All Terrain Vehicle (ATV)" - shall mean a vehicle which can mobilize across a wide variety terrain such as wetlands, deep mud, sand, landfill terrain which can accommodate environmental or geotechnical drilling.

"Approved" - "Approved", "acceptable", "satisfactory" and words of similar import shall mean and intend approved, acceptable, or satisfactory to the Commissioner.

"DEP" - shall mean the New York City Department of Environmental Protection.

"Directed", "Required" - wherever reference is made in the Contract to the work, or its performance, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", "determined", and words of



similar import shall imply the direction, requirement, permission, order, designation or prescription of the Commissioner.

"Enclosed Areas" – shall mean cellars, building interior, garages, and other such areas, where because of low headroom and/or other equipment limitations, special equipment including modified tripod, short casing lengths, and drill rods are necessary.

"Engineer" - shall mean the Director of the Bureau of Environmental and Geotechnical Services, Department of Design and Construction, or any other person duly designated.

"Inspector" - shall mean the representative of the Engineer duly designated to be his/her representative at the locations at which each Boring Rig is working.

"MPT" – shall mean the Maintenance and Protection of Traffic.

"MUTCD"– shall mean the Federal Highway Administration, Manual on Uniform Traffic Control Devices.

"NYCDOT" or "DOT" - shall mean the New York City Department of Transportation.

"OSHA" – shall mean the United States Department of Labor, Occupational Safety and Health Administration.

"The New York City Building Code" - shall mean the provisions contained in Title 28 of the Administrative Code of the City of New York, as amended.

TTCD – shall mean Temporary Traffic Control Device.

"Vacuum Excavator" – shall mean an air vacuum equipment capable to safely open a hole in the ground to verify the presence and/or absence of underground utilities.

#### **ARTICLE 4. PERMITS**

- A. All permits that may be necessary for the proper carrying out of the work shall be obtained by the Contractor at his/her own cost and expense. The exception will be permits from the Department of Transportation, and the Department of Environmental Protection - Bureau of Water Registrar. The above-mentioned Departments will furnish these without cost to the Contractor.
- B. No work shall begin until the Contractor has obtained all necessary permits and has them available on all boring sites. Failure to produce said permit at the job site may result in liquidated damages.

#### **ARTICLE 5. CLEARANCE OF UTILITIES**

The Contractor shall notify The New York City One Call Center, three (3) to ten (10) days prior to the commencement of drilling at the site. The Contractor shall make all necessary arrangements with the utility companies and others to determine the location of all subsurface utilities, pipelines, and structures that might interfere or be damaged by the boring operations. Utility mark-outs shall be clearly visible and a valid one call ticket shall be on site during the clearance of utilities.

Prior to the clearance of utilities, the Contractor shall at a minimum review and have available onsite the following documents: topographic survey maps (full size), DEP Field cards, valid One-Call tickets, valid DOT permits, MPT Plan and DEP hydrant permits, DEP Noise and Dust Mitigation Plans, OSHA Job Hazard Assessment (JHA), Nearest Hospital Route Plan.

No advancement of borings shall begin until all utilities have been cleared within the area utilizing a vacuum excavator (Vactron) and/or other hand clearing equipment unless otherwise authorized by the Engineer. The



Contractor shall, at his/her own expense, restore subsurface utilities and structures damaged by him/her, to as good condition as existed before commencement of the work.

The Contractor shall immediately notify the Engineer if he/she encounters any utilities or structures that might interfere with borings at the required locations, and if ordered by the Engineer shall relocate or abandon such borings. The Contractor shall also notify the Engineer when the utility representatives shall be at the project site.

#### **ARTICLE 6. RAPIDITY AND SAFETY**

All work shall be executed in the manner, according to local conditions, best calculated to promote rapidity and accuracy in performance of the work, to secure safety to life, person and property, and to reduce to a minimum any interference with the public travel. The quality and accuracy of the work must meet the Engineers approval.

#### **ARTICLE 7. LAWS AND ORDINANCES TO BE COMPLIED WITH**

All operations connected with the work to be performed under this Contract must comply with the following: New York City Building Code, New York City Department of Transportation, Department of Environmental Protection,, the Department of Health and Mental Hygiene and all local laws, all ordinances and regulations of the City of New York, and all laws of this State and the federal government which are applicable to control and/or limit in any way the actions of those engaged in the work or affecting the materials belonging to or used by them. All work shall be performed in accordance with applicable Occupational Safety and Health Administration (OSHA) rules and regulations, for worker protection and the Federal Highway Administration for the protection of workers and the public.

#### **ARTICLE 8. WATER SUPPLY**

The Contractor shall provide for the water supply necessary for his/her work. If the Mayor proclaims a drought officially and if ordered by the Engineer, the contractor shall use non-city distribution water for all of his/her boring operations, for which he/she shall be reimbursed at the rate of three hundred and fifty dollars (\$350.00) per day. Pumping from a nearby body of water (less than two hundred and fifty feet (250' ) away) shall not be reimbursable.

#### **ARTICLE 9. RUBBISH REMOVAL**

The Contractor shall (at his/her own expense) keep the work sites, streets, and all public places occupied or affected by his/her equipment/personnel clear of all refuse, rubbish, and debris that may accumulate from his/her operations.

The utmost care shall be exercised by the Contractor to avoid angles, recesses or pockets in which paper or rubbish may collect and produce a fire hazard. In the event that the waste rubbish removal by the Contractor, does not meet the Engineers' satisfaction, the Engineer reserves the right to have rubbish removed by NYCDDC, or others. The expense of said removal shall be billed to the Contractor or deducted from any payments due. Nothing contained in this provision shall be construed to relieve the Contractor of the obligation to remove, dispose, and cart away the waste material, nor shall it be construed to absolve or relieve the Contractor from his/her total and sole responsibility and liability for any and all loss or damage, due to any cause whatsoever as may occur by reason of the failure to remove the said waste material, refuse, debris, and/or rubbish. Under no circumstance shall mud or revert drilling fluid be discharged to wetlands, environmentally sensitive areas, catch basins, storm or sewer drains.

Removal of contaminated soil and water, as determined by the Engineer, generated from drilling operations shall be handled, stored, transported and disposed in accordance with all applicable federal, state and local regulations. Handling of contaminated soil (removal, transportation, storage and disposal) is a Reimbursable Service to be provided by the Contractor in accordance with Article 20 of these General Specifications.





## **ARTICLE 10. ACCESS TO FIRE HYDRANTS AND FIRE ALARM BOXES**

Materials must not be stored at any time or place within 15 feet of any fire hydrant or fire alarm box.

## **ARTICLE 11. MAINTENANCE AND PROTECTION OF TRAFFIC (MPT)**

**A. WORK ZONE DELINEATION:** The Contractor shall erect Temporary Traffic Control Devices (TTCD's) for the protection of the work zone area from vehicular and pedestrian traffic. The Contractor must follow all regulations established by OSHA, FHWA MUTCD, NYS and NYC Department of Transportation. Specifically, the Contractor will adhere to the requirements of the latest version of the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), Part 6 and the NYCDDC Bureau of Environmental and Geotechnical Services Maintenance and Protection of Traffic (MPT) Protocol. The Contractor shall supply trucks, retro-reflective signs, weighted traffic barrels, tubular markers or cones, steel pedestrian barricades, tubular pedestrian barricades, retro-reflective pedestrian and vehicular warning signage, lighting, planks to cover hoses, fire extinguishers, flagmen and other necessary safety apparatus to safely conduct operations and to cause minimal disturbance to traffic flow. Additional pedestrian steel barricades and sidewalk closure signage shall be employed to control pedestrian traffic away from the work area at bus stops and at areas adjacent to schools, parks and playgrounds as required by the Engineer. Work shall be performed in accordance with all applicable Federal, State and local laws, regulations and ordinances, and in accordance with the conditions/stipulations of any and all NYCDOT permits.

The Maintenance and Protection of Traffic shall be employed to the satisfaction of the Engineer. Failure to comply with the maintenance and protection of traffic requirements as outlined in these specifications shall be subject to a verbal and email warning communication to the contractor.

If corrected action is not employed within 24 hours an assessment of a \$500.00 permanent deduction per occurrence will be incurred.

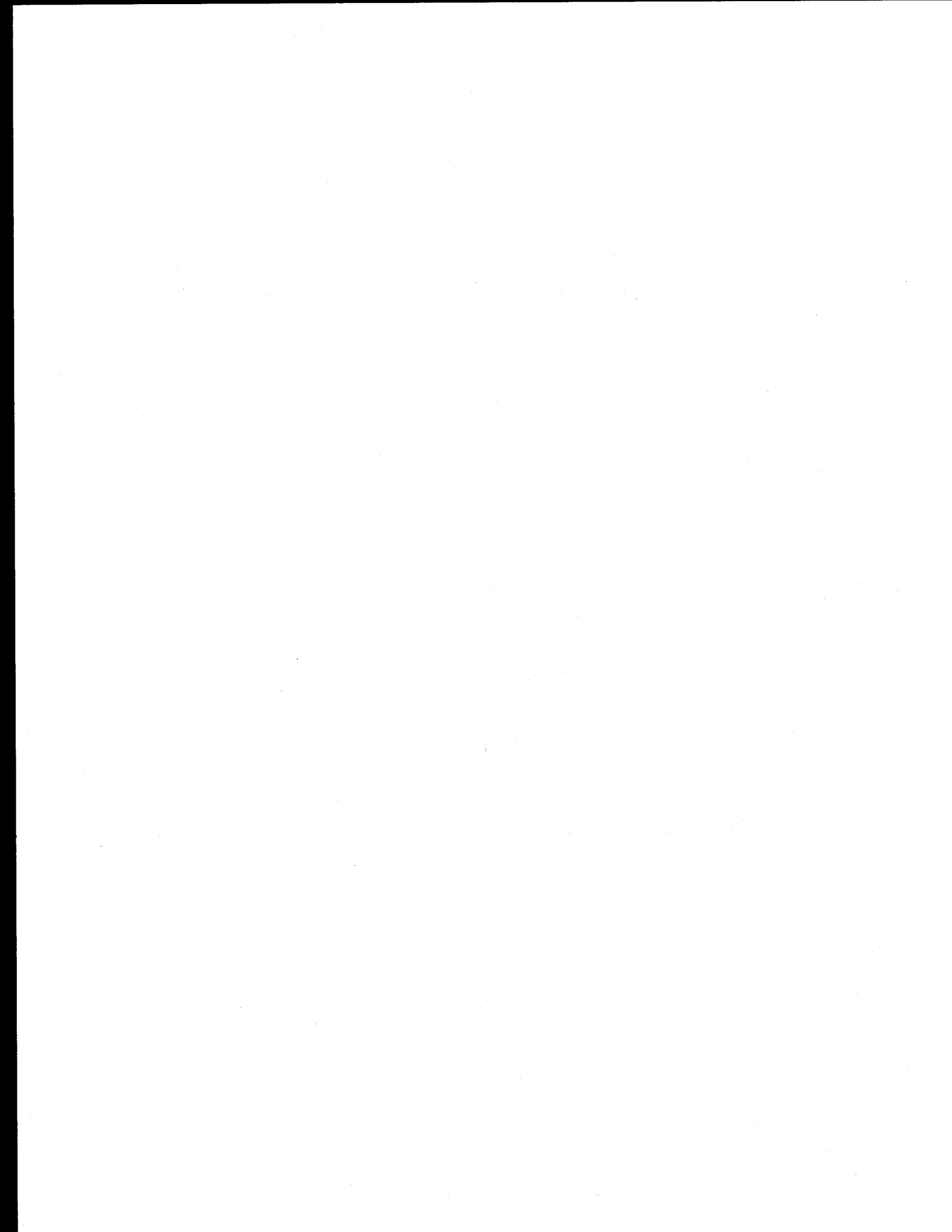
Upon a repeat offense the penalty will double and a written warning letter will be issued to the contractor. Failure to repeatedly comply with the maintenance and protection of traffic requirements may also result in a marginal or unsatisfactory rating.

**B. CRASH ATTENUATOR:** When a crash attenuator is required, the crash attenuator shall have a minimum of one (1) operator or flagman unless directed otherwise by the Engineer. The contractor shall be paid the fixed rate for Item 15.

**C. ARROWBOARD:** When a sign truck (arrow board) is required by the Engineer, the arrow board shall have a minimum of one (1) operator or flagman unless directed otherwise by the Engineer. The contractor shall be paid at the fixed rate for Item 14. If additional flagmen are ordered by the Engineer, the City will reimburse the contractor for the cost of such additional personnel. Reimbursement shall be in accordance with the current prevailing wage schedule, with no mark up for overhead and profit.

**D. OVERNIGHT STORAGE:** The Contractor shall be responsible to make all necessary arrangements for overnight storage of the rig when no work activity is scheduled. Rigs shall not be parked on the street overnight in the project area unless in strict accordance with the permit stipulations issued by the NYCDOT. When overnight parking is required and approved by the Engineer, a thorough review of all the stipulations regarding overnight storage on the NYCDOT Street Opening Permit is required. If the stipulation does not include overnight storage then a NYCDOT Building Operations Permit must be obtained for storage of equipment. The Contractor shall abide by all stipulations of both NYCDOT permits. At a minimum, the rig/equipment should be demarcated by utilizing retro reflective barrels on all four corners surrounding the equipment and caution tape to the satisfaction of the Engineer. When storage is on an open roadway, additional TTCD's (taper barrels & roadway signs) may be required by the Engineer.

**E. NO PARKING SIGNS:** The Contractor shall furnish and display "No Parking" notification signs as required by the Engineer. These signs shall have a white glossy finish with black one inch block



lettering. The back of each sign shall be clearly labeled with the sign of the Contractor's Company Logo, from 1-1/2 to 2 inches in height, as approved by the Engineer. The Contractor shall post these parking notification signs on all street light poles on streets where borings will be advanced 48 hours prior to the start of any work by the Contractor. Each of these signs shall be a minimum of fourteen (14) inches wide by eighteen (18) inches high and shall contain the following text:



This street is scheduled for boring advancement on  
(Insert Month / Day / Year ).  
6:00 AM – 5:00PM

The Contractor shall remove and dispose of the signs as the work progresses. The cost for furnishing and posting TTCD's are deemed to be included as part of the unit bid prices in Items 1 and 2.

#### **ARTICLE 12. ORDERS AND DIRECTIVES**

Orders and directives may be given verbally by the Engineer or the Engineer's consultant and shall be promptly obeyed by the Contractor, or his/her representative, or any superintendent, overseer or foreman of the Contractor who may have charge of the particular work in relation to which the orders or directives are given. Written confirmation of such order or directives shall be given to the Contractor by the Engineer if so requested. The Contractor or his/her duly authorized representative shall be present at all times on the job site to receive orders and directions from the Engineer.

#### **ARTICLE 13. INSPECTION OF WORK AND MATERIALS**

All work, materials, and the manufacture and preparation of such material shall be subject to inspection by the representative of the Department of Design and Construction. This representative shall be admitted, without delay, to inspect, rigs, vacuum excavators, sampling devices, TTCD's and materials and equipment employed for this contract at the Contractors facility and project locations. TTCD's assigned to the contract shall meet the compliance with the American Traffic Safety Services Association (ATSSA), Quality Guidelines for Work Zone Traffic Control Devices standards throughout the duration of the contract.

#### **ARTICLE 14. CONDUCT OF WORK**

All work is to be conducted under the supervision and direction of the Engineer. No work shall commence before the Engineer or his/her representative is present at the work site, or without permission of the Engineer. Every facility and assistance shall be given by the Contractor to the Engineer to note and obtain knowledge of each and every occurrence in the process of the boring operation which shall help to determine the character or change in character of the rock, soil, or other materials penetrated, and ample opportunities and facilities shall also be given to the Engineer for correctly determining the depth of each boring. The Contractor shall not remove the pipes or apparatus until permitted by the Engineer, or do anything to render it difficult or impractical for the Engineer to determine satisfactorily the depth to which the hole has been drilled.



## ARTICLE 15. OMISSION OF HOLES

Should the Engineer decide to omit the holes at any of the locations indicated on the contract drawings, such holes shall be omitted by the Contractor, but the omission of any holes by order of the Engineer shall not be construed to be an improper curtailment of the work covered by this contract, or the benefits accruing therefrom, and the Contractor shall not ask, claim or sue for any damages or loss of prospective profits by reason of such omission.

## ARTICLE 16. REQUIRED LABOR AND EQUIPMENT

- A. The Contractor is obligated to provide the following: (1) all required labor (skilled and/or unskilled), (2) drilling rigs, as described below, and (3) all equipment necessary to perform the required work, including but not limited to, sampling devices for the taking of various types of samples in any kind of soil and rock that may be encountered, any pumping equipment that may be required for the drainage of water used during boring operations, and equipment for the ventilation of exhaust fumes.
- B. In general, a drilling rig shall include the following: (1) all drilling machinery and working tools customarily employed in, and required for taking test borings, (2) all fuel, lubricants, belting and supplies necessary for operating the rig, (3) all vehicles required for transporting the drilling rig to and from the site and for moving and setting it up at each boring location for the duration of each assigned Work Order Letter, and (4) all labor in connection with operating, maintaining, transporting and moving the drilling rig.
- C. When ordered by the Engineer, the Contractor shall provide necessary equipment to advance borings in various types of terrain where skid rigs, tripods, and other applicable boring equipment, such as geoprobes for the advancement of environmental borings that may be necessary. The Contractor shall furnish the appropriate rigs, equipment, labor and material necessary to overcome the low headroom and/or restrictions when advancing borings.
- D. For payment purposes, the cost of all required labor, drilling rigs and equipment for taking borings, as described herein, is deemed included in the various unit price items, EXCEPT FOR the cost of mobilization and demobilization, which is included in unit price Item #12. Payment for mobilization and demobilization of drilling rig(s) assigned to the project shall be made at the price stipulated in Item 12. The cost of mobilization and demobilization shall include all costs in connection with transporting the drilling rig to and from the site, including the cost of all necessary labor and vehicles required for transport.
- E. Failure on the part of the Contractor to provide said rigs and equipment shall not be an excuse for failure to obtain the required samples. There shall be no payment for casing, or for hollow stem augering, or for samples that are not obtained by the Contractor due to lack of adequate equipment. All drilling rigs and equipment are subject to approval by the Engineer.
- F. All drilling rigs and equipment, including sampling devices, required for the work to be done must be in good, safe, working condition at all times.
- G. To verify the proper drilling & TTCD equipment and its safe condition, the Contractor shall be subject, at any time during the contract year to a NYCDDC equipment inspection.
- H. To increase safety of the Contractor's staff and NYCDDC staff, as well as to increase efficiency of subsurface data collected, the use of manual or automatic safety hammers shall be required on all projects under this contract. **The use of donut-type hammers shall not be permitted.** The only exception to this rule is where low vertical clearances make the use of the manual or automatic safety hammer impractical; in these circumstances, the Contractor shall request permission to use a donut-hammer from the Engineer prior to the commencement of work.



- I. In the event a boring rig is not required for a succeeding period of one day or more, the Contractor shall be notified of this fact before the close of work on the last working day. The Contractor shall not be entitled to payment for any period during which the boring rig is not required. If the period during which the boring rig is not required is three business days or more, after which a new Work Order is issued, the Contractor shall be entitled to payment for mobilization and demobilization in accordance with Item 12 of the Unit Prices Schedule for any new work the Contractor is directed to perform.
- J. In case of breakdown of equipment or stoppage of work due to shortage of material and/or equipment (including TTCD's), the Contractor shall not be paid for any unit price items that have not been completed. In the case of equipment breakdown, the Contractor shall be allowed a maximum of two hours per rig during any working day to make necessary repairs.
- K. In the event that a boring rig is stored at the site or on the street from dusk to dawn the Contractor is required to secure all equipment to impede entry onto/into the equipment. The Contractor is to clearly demarcate all equipment with retro-reflective devices to deter traffic away from the boring rig and/or any other related equipment. The Contractor shall perform an inspection to ensure that dusk to dawn procedures are employed daily to the satisfaction of the Engineer. The Contractor shall ensure that storing of the drilling rig complies with the stipulations of all NYCDOT permits.

#### **ARTICLE 17. BORINGS NOT COMPLETED**

Should obstructions be encountered making it advisable to discontinue any boring before reaching the required depth, the hole shall not be abandoned without the permission of the Engineer, nor during his/her absence, nor without affording him/her the opportunity of obtaining the location of the boring and samples of the material penetrated. No pipes or apparatus shall be removed without the permission of the Engineer. Borings advanced/progressed in absence of the Engineer, or his/her representative, shall not be compensated.

#### **ARTICLE 18. RECORD OF BORINGS**

The driller shall keep a record of each boring independent of the records kept by the Inspector. This record shall be given to the Engineer upon completion of the boring. It shall be the duty of the Contractor and his/her employees at all times to assist representatives of the City, by placing at the City's disposal their experience and special knowledge. It shall be the responsibility of the Contractor to see that all records and samples are properly preserved and safeguarded until such time they are removed from the site.

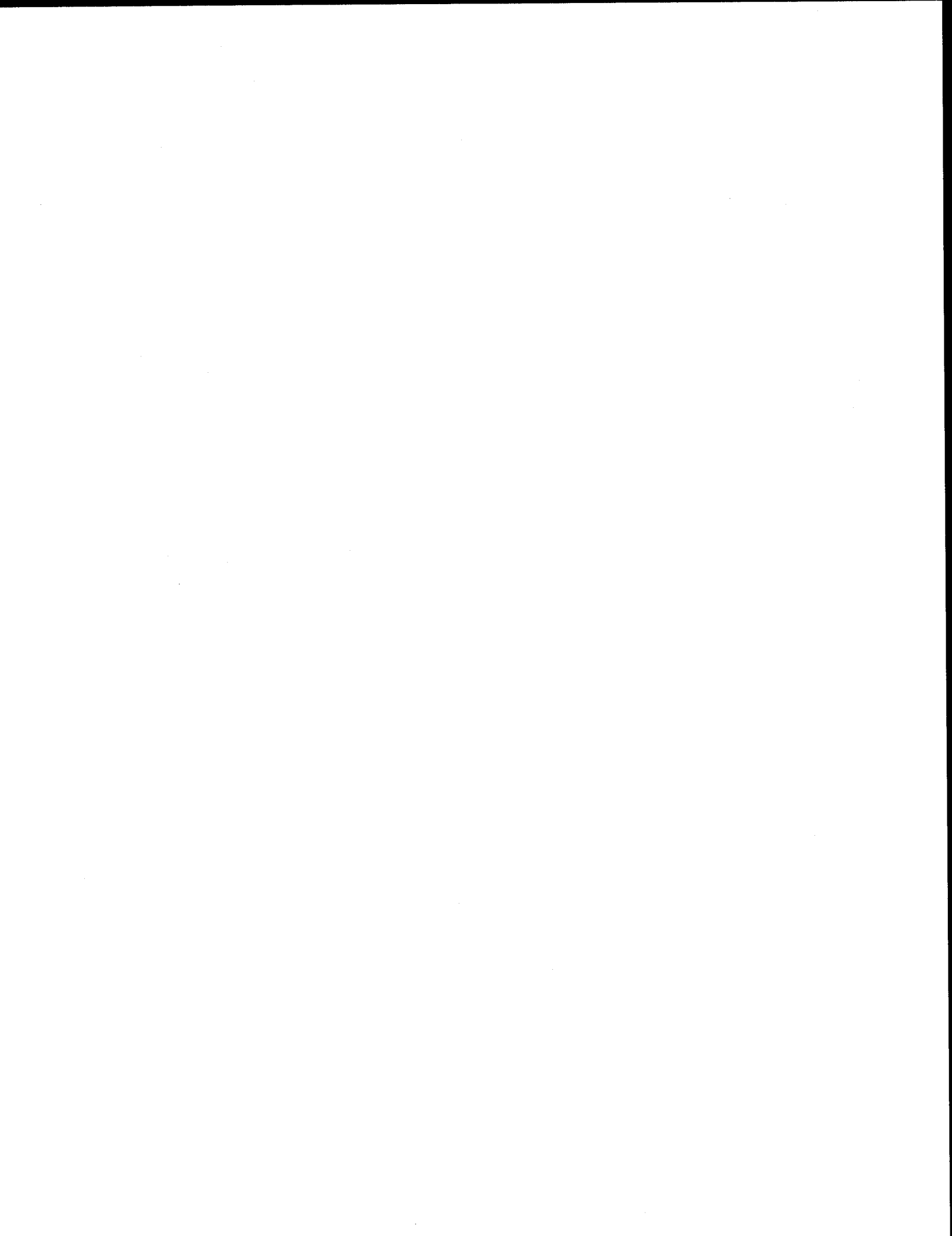
#### **ARTICLE 19. REMOVAL OF EQUIPMENT, RESTORATION**

At the completion and measurement of each and every boring, the Contractor shall promptly remove all equipment, casing and all materials and apparatus that may have been used in connection with the work and shall refill the holes and promptly restore all structures or surfaces affected to a condition similar to and equally as good as existed prior to commencement of work and in accordance with 34 RCNY 2-11 (e) (12) (ii). If deemed necessary by the Engineer, the contractor is to replace any damaged concrete sidewalk flag. The replacement must meet all NYCDOT requirements. To compensate the Contractor, he/she will be paid at the rate of \$850.00 per flag.

**ARTICLE 20. ALLOWANCES:** The Contract includes the Allowances set forth below.

A. Allowance for Reimbursable Services: An Allowance in the amount of \$10,000 is established for payment for Reimbursable Services the Contractor is directed to provide. Reimbursable Services shall be services other than the taking of land borings which the Engineer has determined are necessary for the expeditious completion of the Project.

1. Services Included: Reimbursable Services shall include without limitation the services specified



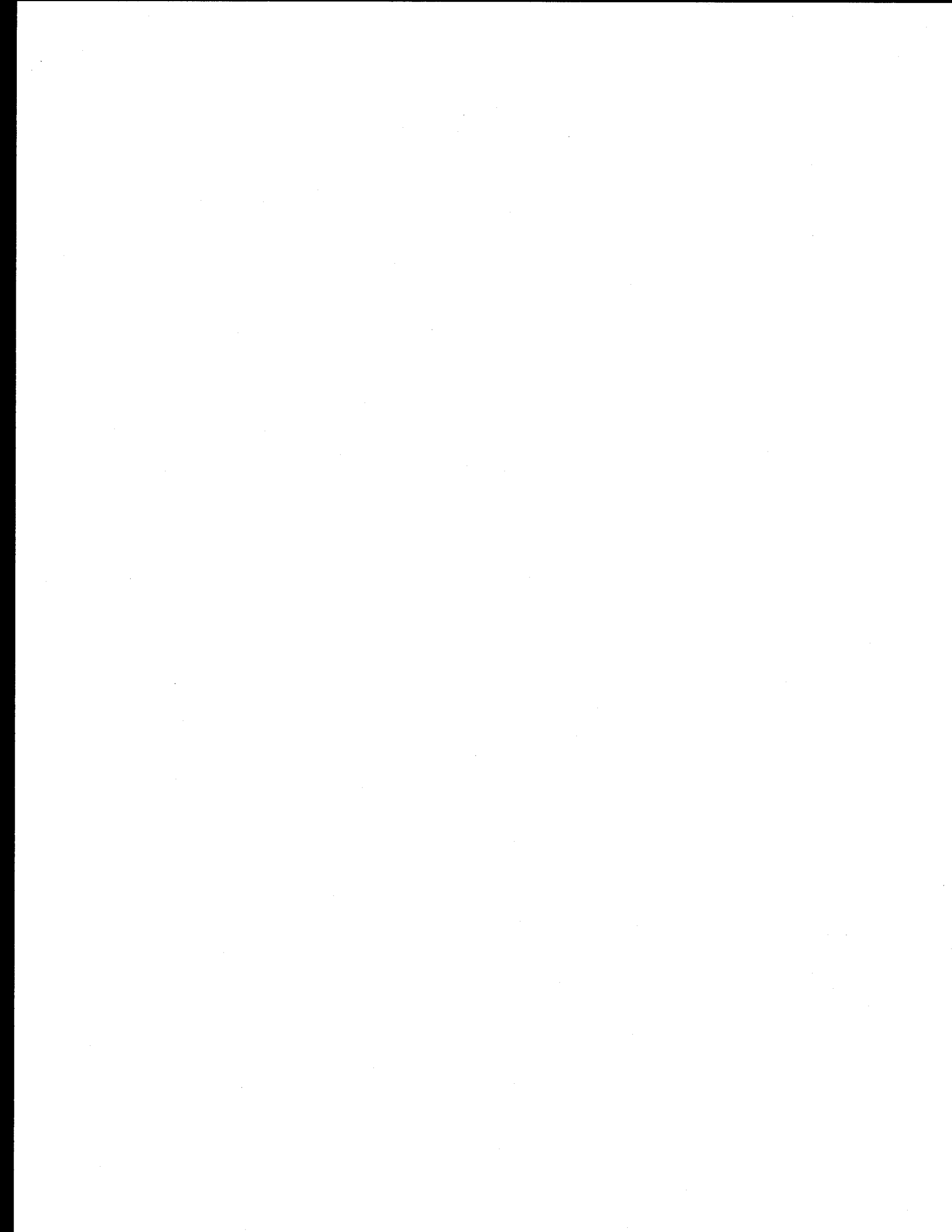


below.

- (a) Removal, testing, storage, transportation and disposal of contaminated soil and groundwater (including any permits or bonding required by State and/or City agencies for such work)
  - (b) Equipment necessary for the project (other than rigs and equipment specified herein)
  - (c) Laboratory and/or testing services, equipment and/or tools
  - (d) Computer hardware and/or software
  - (e) Surveying services and/or equipment
  - (f) Purchase of miscellaneous items
  - (g) Any other services determined by the Commissioner to be necessary for the project.
2. Provision: The Contractor shall provide Reimbursable Services, if so directed in writing by the Engineer. Reimbursable Services shall be performed by entities (subcontractors or vendors) approved in advance by the Engineer. No Reimbursable Services shall be performed or paid for hereunder, unless expressly authorized in advance in writing by the Engineer. For Reimbursable Services in excess of \$150, such written authorization must be provided in advance of the expenditure.
3. Procurement: With respect to Reimbursable Services, the Contractor shall utilize the method of procurement directed by the Engineer. If so directed by the Engineer, the Contractor shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds \$20,000.00.
4. Form of Payment: For Reimbursable Services it is directed to provide, the Contractor shall utilize the form of payment directed by the Engineer. Payment for Reimbursable Services shall be in accordance with one of the following methods: (a) lump sum; (b) unit price, or (c) actual cost.
5. Mark Up: The Contractor shall be entitled to a mark-up of 5% for its overhead and profit with respect to Reimbursable Services.
6. Purchase: In the event the Contractor is directed, as a Reimbursable Service, to purchase any items and/or equipment, such items and/or equipment shall, unless otherwise directed by the Engineer, be the sole property of the City upon delivery to the designated location. The Contractor shall prepare and maintain an accurate inventory of all items and/or equipment which it is directed to purchase pursuant to the Allowance for Reimbursable Services. Such inventory shall be provided to the City upon request. Upon completion of the required work, as directed by the Engineer, the Contractor shall turn such items and/or equipment over to the City.
- B. Allowance for Additional Drilling and/or Boring Services: An Allowance in the amount of \$90,000 is established for payment for Additional Drilling and/or Boring Services the Contractor is directed to provide. Additional Drilling and/or Boring Services shall be services other than the services set forth in the Detailed Specifications that involve the taking of borings. Payment for Additional Drilling and/or Boring Services shall be in accordance with Article 26 of the Contract ("Methods of Payment for Extra Work").

## **ARTICLE 21. LIQUIDATED DAMAGES**

Unless otherwise directed by the Engineer, liquidated damages shall be assessed at a rate of five hundred dollars (\$500) for each calendar day, after the fifth day following receipt of a work order, and/or if the drill rig is not active due to mechanical failure or unsafe conditions present on the job site or failure to safely secure the work zone area with TTCD's in accordance with the MPT Protocol for the specific project location.



## **ARTICLE 22. VACUUM EXCAVATOR**

The Contractor shall provide non-destructive excavation equipment such as a Vactron ®, capable of "day-lighting" without damaging any obstructions present to depths up to six (6) feet and a diameter of eight (8) inches. The excavator shall be utilized on all borings unless directed otherwise by the Engineer. The cost of this equipment shall be included within the unit price bid for Items 1 and 2.

## **ARTICLE 23. PERMEABILITY AND PERCOLATION TESTING AND TEST PITS**

Permeability tests such as rising, constant and falling head methods and pump tests including labor, equipment and materials, when ordered by the Engineer, shall be performed and included in the unit price bid for Item 16. Percolation tests including labor, equipment and materials, when ordered by the Engineer shall be performed and included in the unit price bid for Item 16. Test pits including labor, equipment and materials, when ordered by the Engineer, shall be performed and included in the unit price bid for Item 16.

## **ARTICLE 24. COST OF COMPLYING WITH PRECEDING REQUIREMENTS**

The cost of complying with the preceding requirements of these general specifications, and with the attached Rikers Island regulations for work on Rikers Island, except where payment is otherwise specially provided for, is deemed to be included in the prices stipulated in the various classified items of the accepted bid.

## **ARTICLE 25. WORK DURING OTHER THAN REGULAR BUSINESS HOURS**

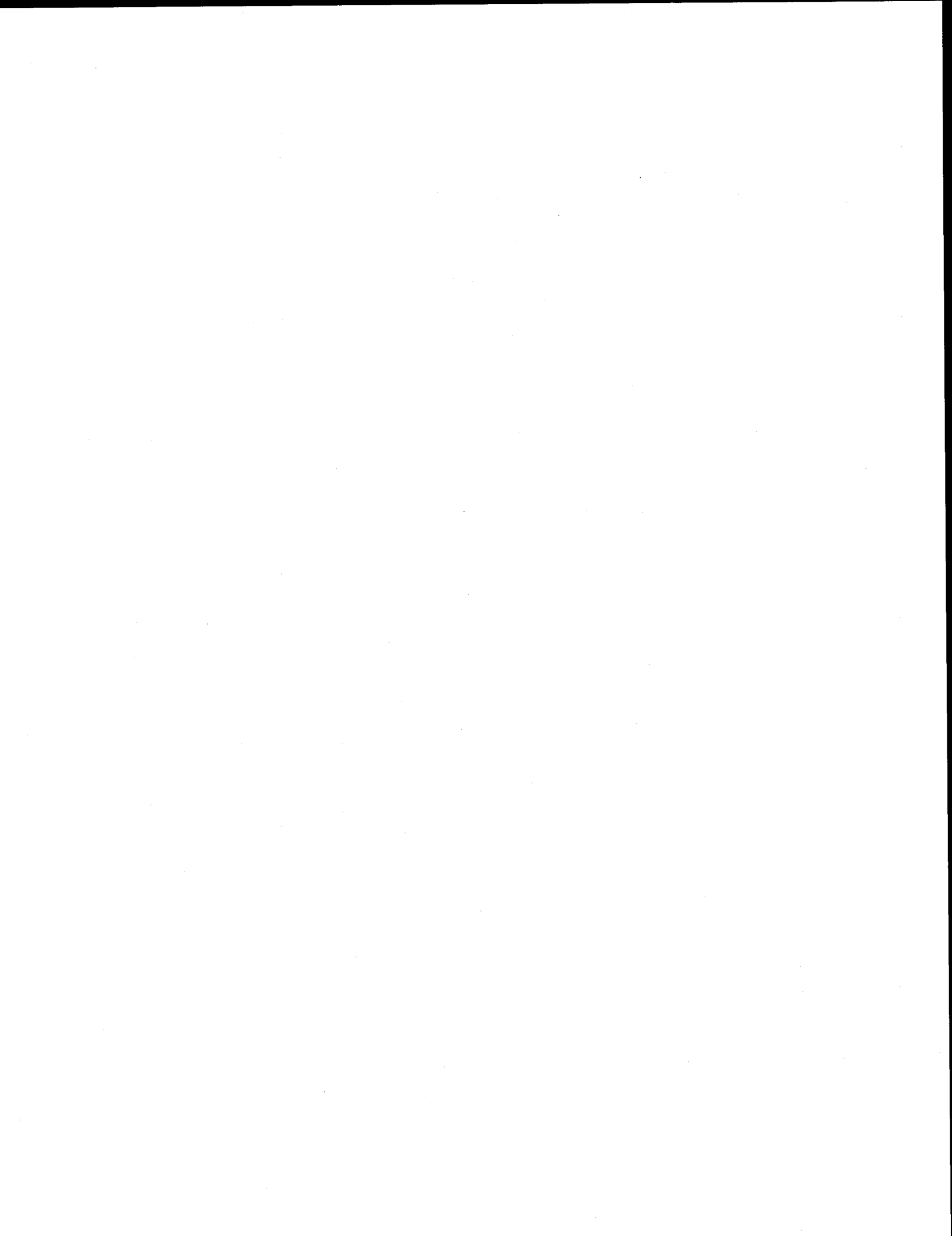
In the event the Engineer orders the Contractor to perform work during other than regular business hours (i.e., Overtime and/or Holidays, as set forth in the Schedule of Prevailing Wages), the Contractor shall perform such work. Compensation for work performed during other than regular business hours shall be limited to the following:

- A. Unit Price: The Contractor shall be paid the unit price for any item(s) it is directed to perform. The Contractor shall not be entitled to any increase in the unit price for work performed during other than regular business hours.
- B. Labor: For each non-regular hour during which work is performed, the Contractor shall, for all required labor, be paid the premium portion of overtime pay (i.e., the difference between regular pay and overtime pay) with no mark up. If and only if the premium portion of overtime pay is subject to payroll taxes, the Contractor shall also be entitled to payment for the same with no mark up.

## **ARTICLE 26. ESTIMATED QUANTITIES**

The Contractor is warned that the Estimated Quantities set forth in the Schedule of Unit Prices are approximate only, given solely to be used as a uniform basis for the comparison of bids, and are 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.

**END OF GENERAL SPECIFICATIONS SECTION**



## DETAILED SPECIFICATIONS

### SUBDIVISION 1 (Items 1 and 2)

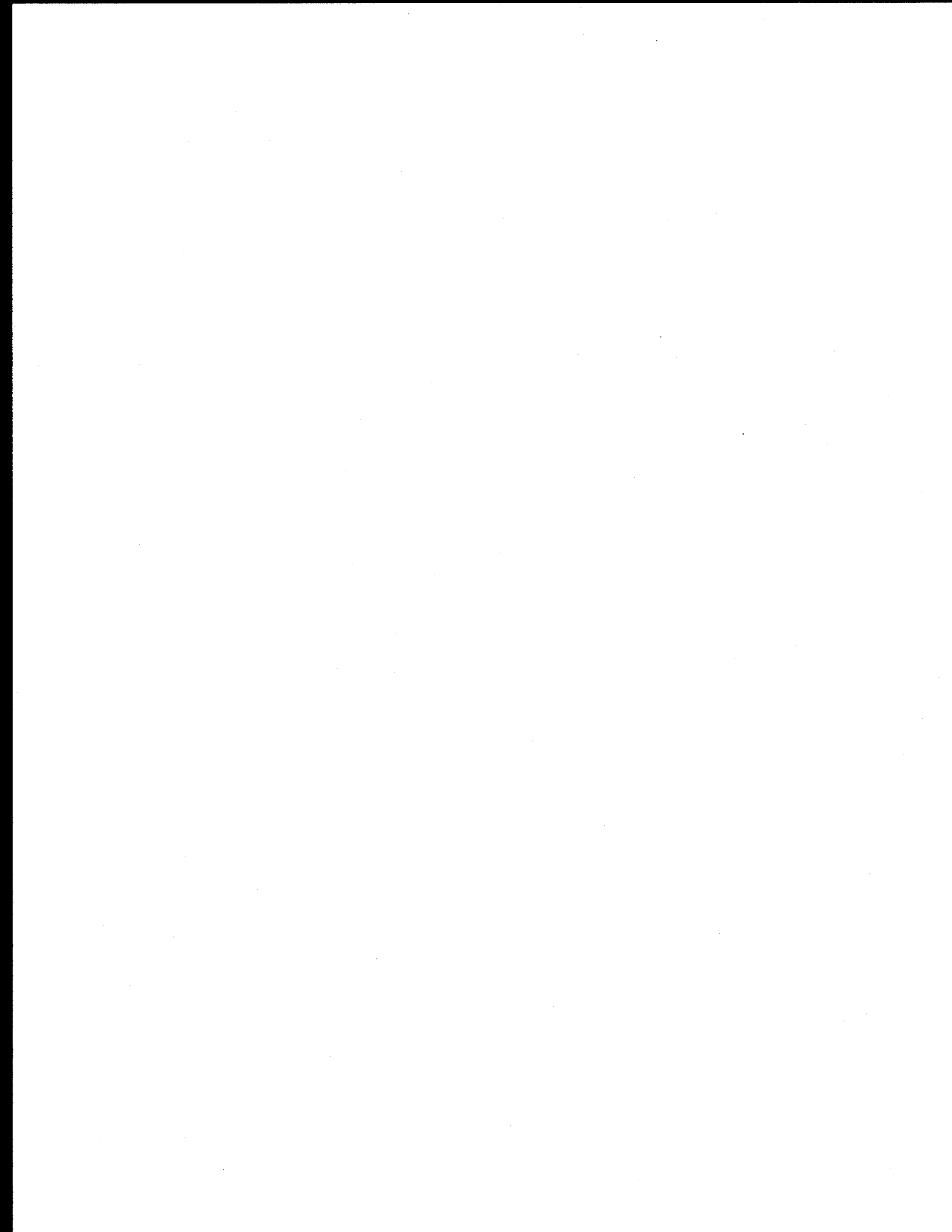
#### ADVANCING CASINGS, AUGERING AND MUD DRILLING

##### REQUISITE WORK

- A. Appropriate sized casings (driven or drilled), hollow stem augers for geotechnical and environmental drilling, or mud drilling holes are to be used for the borings to be made under this Contract insofar as these borings may pass through earth, water, or other materials including boulders, until the borings are completed. This includes and is not limited to provide steam cleaning equipment for the purpose of decontaminating and cleaning drilling equipment. Samples shall be taken of the materials penetrated by the borings as provided in Subdivisions 2, 3 and 4, and the samples shall be placed in receptacles and boxes as provided in Subdivisions 2, 3 and 4.
- B. Casing shall always be driven with the same weight of hammer having the same height of fall. The weight of the casing drop hammer shall be 300 pounds and the height of free fall shall be 18 inches. All drop hammers shall have their true weight marked and certified by the Contractor. Wash pipes shall not be advanced below the bottom of the casings unless otherwise ordered by the Engineer. Casings for borings shall be approved steel pipe.
- C. Augering shall be done only with "hollow stem augers" of design and dimensions approved for the types of work to be done. The augers shall be as manufactured by the Acker Drill Company, Inc., or approved equal. Augering shall be done in a manner acceptable to the Engineer.
- D. In general, the mud for mud drilling shall be of bentonite and water of suitable consistency; it shall be thick enough so as not to affect the consistency and serviceability of the samples to be taken. Approved additives to the mud mixture may be used when the Engineer deems it necessary.
- E. Casing or Auger is to be used on all wellpoint holes unless otherwise approved by the engineer. Revert or an approved substitute may be used, with approval of the Engineer, when soil cannot be penetrated by the Casing and/or Augers.

##### PAYMENT

- A. Payment for boreholes, made by driving or drilling casings, by hollow stem augering, or direct push drilling methods shall be made at the price stipulated in Item 1 and Item 2 of the bid, which prices shall include the cost of all labor, drilling rigs and equipment, including the use of a vacuum excavator for the purpose of clearing utilities and material necessary to furnish and advance the casings in place; preparing the hole for boring into rock; determining groundwater level; removing casings; excavating, back filling and filling holes (including holes abandoned or lost through accident); maintaining, protecting and securing all surface, subsurface and overhead structures adjacent to the work, and repairing any damage that may have been caused either to private or public property, and the removal of all equipment.
- B. Payment for mud drilling shall be made at the price stipulated in Item 2, which prices shall include the cost of all labor, tools and materials and as provided in paragraph (A) as applicable.
- C. Payment shall be made for the actual measured length of casing, hollow stem auger, or mud hole



in place, from the top of a borehole to the point at which rock is encountered, or if rock is not encountered, to the bottom of the casing, hollow stem auger, or mud hole.

- D. Boreholes lost through accident, for which the Contractor is in the opinion of the Engineer clearly not responsible, shall be paid for at the price stipulated in the accepted bid applicable thereto if, in the opinion of the Engineer, the information obtained from such hole shall be sufficient to warrant such payment, but not otherwise.
- E. Any borehole which is not carried down to the depth ordered shall not be paid for, except where the Contractor is permitted to abandon a hole because of insurmountable obstructions after the Contractor has made, in the opinion of the Engineer, every reasonable effort to overcome such obstructions, and that the information which has been obtained therefrom is of value for the purposes for which the borings were made.
- F. In addition, no payment shall be made for casing, auger or mud drilling from which all samples taken and/or rock cored, are not delivered to the Department of Design and Construction.

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**SUBDIVISION 2  
(Items 3 and 4)**

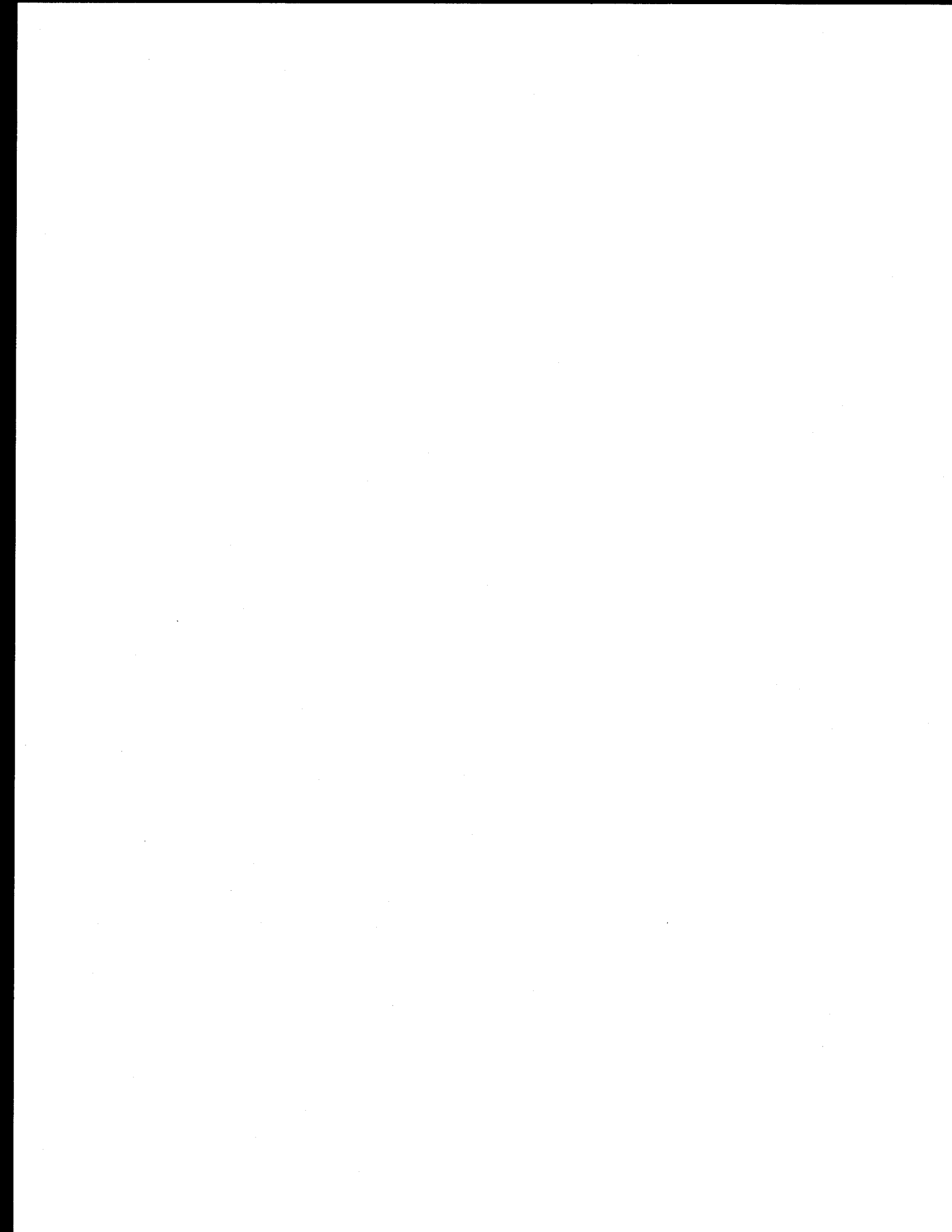
**SPLIT SPOON SAMPLES**

**OBTAINING SPLIT-SPOON SAMPLES**

- A. The method of taking samples shall be subject to approval by the Engineer, and shall be such as to permit laboratory tests of the samples for the accurate determination of the compactness, hardness, water content, or other properties of each stratum from which a sample is secured. The method of taking samples shall comply with the most current edition of ASTM Designation D-1586 entitled "Standard Test Method for Penetration Test (SPT) and Split-Barrel Sampling of Soils", or as otherwise directed by the Engineer.
- B. A split spoon sample shall be obtained with an approved split spoon sampler having a two (2) inch outside diameter and a one and three-eighths (1-3/8) inch inside diameter. The sampler shall be at least twenty-four (24) inches long with a clear inside length of at least twenty-two (22) inches.
- C. Split-spoon samples shall be taken in such a manner as to insure their being obtained from soil not disturbed or affected by water used in the Contractor's operation, and shall be taken in such a manner as to maintain natural structure, if possible, and natural water content. The casing shall be driven to the desired depth and carefully cleaned out to the bottom of the casing. The Contractor is responsible to verify the depth before and after each sample by completing down-hole measurements in the presence of the Engineer. The sampler shall be driven into the soil immediately below the bottom of the casing to such depth as shall fully fill its chamber without compressing the material and with minimal disturbance.
- D. The sampler shall always be driven with the same weight of hammer having the same height of fall. The weight of the sampler drop hammer shall be one hundred forty (140) pounds and the height of free fall shall be thirty (30) inches. The use of donut-type hammer shall not be permitted. The number of blows required to drive the sampler each consecutive six (6) inches for a total penetration of twenty-four (24) inches into the soil shall be recorded in the Drillers log.

When a three (3) inch Dames and Moore® split-spoon barrel sampler, or equivalent, is requested by the Engineer the sampler shall always be driven with the same weight of hammer having the same height of fall. The weight of the sampler drop hammer shall be three hundred (300) pounds and the height of free fall shall be thirty (30) inches. The number of blows required to drive the sampler each consecutive six (6) inches for a total penetration of twenty-four (24) inches into the soil shall be recorded in the Drillers log.

- E. Each sample shall immediately upon recovery be carefully removed from the sampling spoon, placed carefully in the sample bottle, and the bottle securely sealed, and properly labeled.
- F. If for any reason, the Contractor fails to deliver any soil samples which the boring logs indicate were taken, he/she (if so ordered) shall make a second borehole adjacent to the borehole from which the missing samples were obtained and he/she shall obtain new samples as directed by the Engineer. All information regarding the new samples as well as all information regarding the missing samples shall be indicated on the boring log submitted for the borehole. When situations of this nature occur in the opinion of the Engineer due to the Contractor's negligence, no additional payment shall be made for repeating the work.



## RECORDS AND SAMPLES REQUIRED

- A. Split- spoon samples shall be taken by the Contractor of the materials penetrated at five (5) foot intervals, unless otherwise ordered, and also at every change of material or soil stratification as established from sampling, observation of the wash material, and driving resistance during the progress of the boring explorations.
- B. The receptacles for the handling and storage of split spoon samples shall be approved, either eight (8) ounce or sixteen (16) ounce, wide mouth, screw-top, self sealing glass bottles. The Contractor shall also furnish approved pine boxes for the storage of these samples. These boxes shall be made of three-quarter inch (3/4") dressed lumber (no plywood), of good grade, properly partitioned, about twelve (12) inches wide and thirty-four (34) inches long by six and one-half (6-1/2) inches deep (outside dimensions) with two (2) one-quarter inch (1/4") rope handles. No dark, dirty, stained, old, or used boxes shall be accepted. The use of cardboard or unspecified containers/boxes for storage is prohibited.
- C. The Contractor shall place the samples in approved receptacles and boxes which are to be furnished by him/her, and which shall become the property of the City of New York DDC. These receptacles and boxes with their samples therein shall be labeled, numbered and marked by the Contractor as hereinafter specified in the attached drawing or as directed by the Engineer, so as to be readily identifiable. The boxes, with their samples, shall be delivered by the Contractor to a place designated by the Engineer, within one (1) month after completion of the fieldwork, or as otherwise directed by the Engineer. The storage areas shall be determined by the Engineer and the locations may be anywhere in the New York City Area.
- D. The cover of the glass sample bottles shall have permanently marked on its outside top face the following information:

SES Job No.: \_\_\_\_\_

Boring No.: \_\_\_\_\_

Sample No.: \_\_\_\_\_

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

From (Depth): \_\_\_\_\_

To (Depth): \_\_\_\_\_

Blows/6": \_\_\_\_\_

## PAYMENT

- A. Payment for split spoon samples shall be made at the price stipulated in Item 3 or Item 4, which price shall include the cost of all receptacles and boxes; drilling equipment, and all labor, tools and materials necessary for obtaining, bottling, boxing, marking, preserving, storing and delivering the samples, and moving of samples to storage.
- B. When continuous samples are required the Contractor shall be paid as per Item 3 or Item 4.
- C. Payment for samples collected using the three (3) inch Dames and Moore® split-spoon barrel sampler, or equivalent, will be made at the price stipulated in Item 4.
- D. No payment shall be made for any soil samples taken that are not delivered to the designated DDC storage facilities.



# DDC CORE BOX DIAGRAM

## CORE BOX TOP OUTSIDE

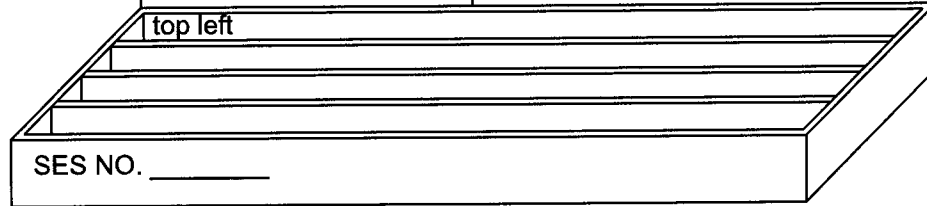
PROJECT NO. _____
SES NO. _____
BOX NO. ____ of ____
BORING NO. _____
DATE _____ to _____

## CORE BOX TOP INSIDE

PROJECT NO. _____	RUN NO. ____ (DEPTH RANGE)
SES NO. _____	REC: 54"/60" = 90%
BOX NO. ____ of ____	RQD: 30"/60" = 50%
BORING NO. _____	RUN NO. ____ (                    )
DATE _____ to _____	REC:
	RQD:
	RUN NO. ____ (                    )
	REC:
	RQD:
	RUN NO. ____ (                    )
	REC:
	RQD:

## CORE BOX ENDS

PROJECT NO. _____
SES NO. _____
BOX NO. ____ of ____
BORING NO. _____



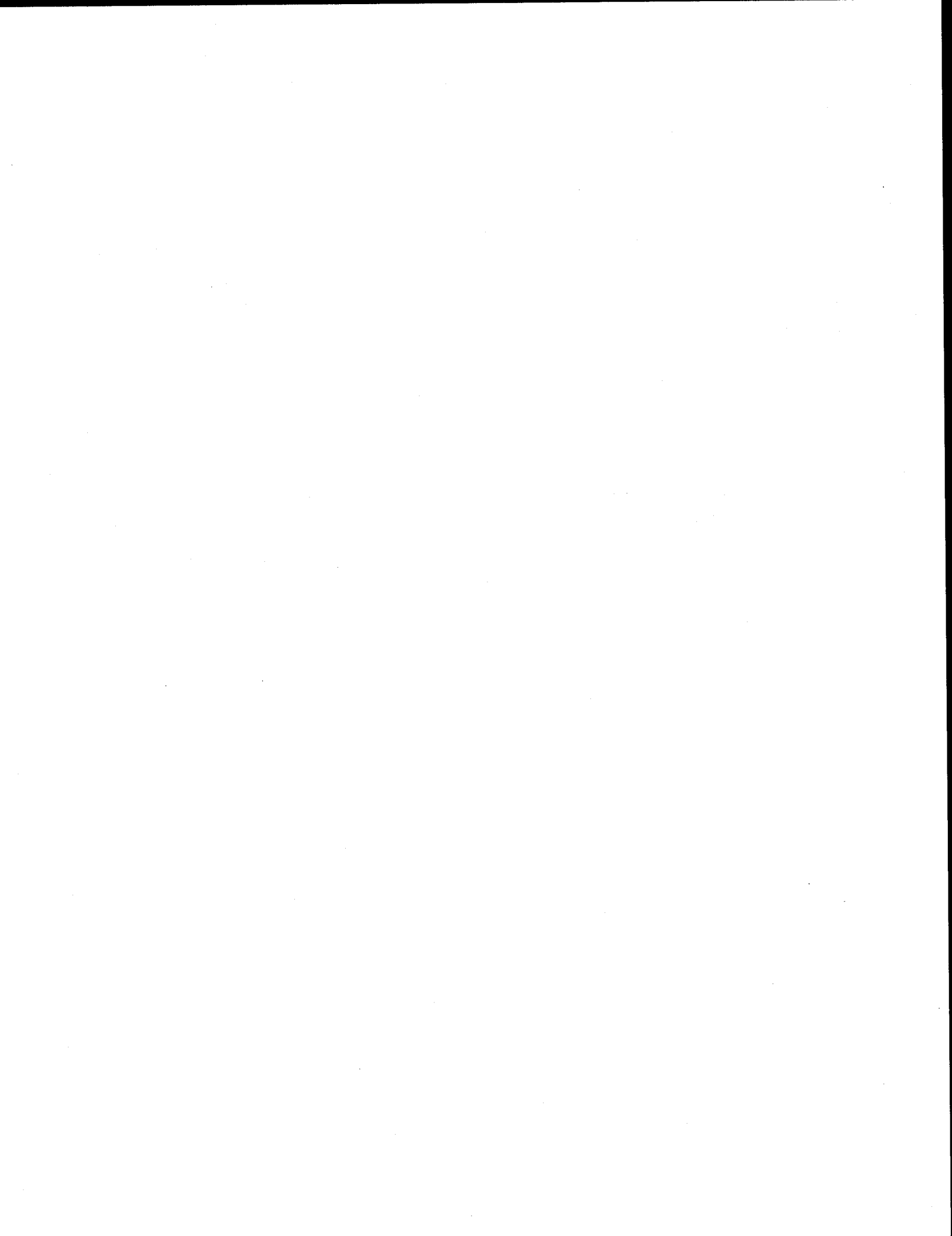


**SUBDIVISION 3  
(Item 5)**

**UNDISTURBED SAMPLES**

**OBTAINING UNDISTURBED SAMPLES**

- A. The Contractor shall take undisturbed soil samples, in an approved manner, when indicated on the contract drawings or ordered by the Engineer.
- B. Each sample shall be obtained with a thin, open type, brass "Shelby" tube sampler, 3-inch O. D. and 30-inches long. The "Shelby" tube shall be manufactured by the Acker Drill Company, Inc., No. 120038-4, or approved equal.
- C. In lieu of the brass thin wall sampler herein before specified, if the Engineer deems it necessary, a steel thin wall sampler shall be used. It shall be manufactured by the Acker Drill Company, Inc., No. 120037-4, or approved equal.
- D. The casing shall be thoroughly cleaned out, in an approved manner, to the bottom of the hole. This cleaning shall be done by a method which shall insure that the soil to be sampled shall be as undisturbed as possible, and then the sampler shall be slowly lowered to the bottom of the hole.
- E. A sample shall be obtained by pushing the sampler into the soil at the bottom of the hole. Hydraulic or other approved jacking equipment shall be used to force the sampler into the soil with one steady, non-interrupted push. To assure that the sample is not compacted, the driven length of the sampler shall be about three inches less than the length available for a sample. After an acceptable waiting period, the sampler shall be rotated slowly (about two revolutions) to separate the required sample from the soil below it. The Contractor shall give the Engineer a record of the actual force required and the rate of soil penetration for each sampler used to recover an acceptable sample.
- F. The sampler with its sample shall be carefully removed from the hole. The driving head shall be detached and the tube with its sample intact shall, after length of sample is measured, be immediately sealed and marked in the following manner:
  - 1. Trim the soil sample at each end as directed, place a filler material which does not absorb moisture, as required; then seal the ends of the tube with an approved microcrystalline wax, in layers, if necessary, to prevent voids.
  - 2. Cap the ends of the sampler with snug fitting plastic or non-ferrous metal caps. Secure them to the tube with friction tape and wipe microcrystalline wax thoroughly over the tape (or other approved wrapping material). The ends of the tube shall be dipped into a container of hot molten wax.
  - 3. The sampler with its sample therein, shall be clearly marked with a black or blue oil base paint to designate the "Job", the "Boring", "Sample", "Top" and "Bottom" of the sample with the elevations (or depths below the ground surface) of the "Top" and "Bottom", and the "Date" of sampling.
- G. The sample tube with its sample therein, shall then be accurately weighted. The Contractor shall give a record of said weight to the Engineer.
- H. The samplers with their samples shall be handled and stored (in approved boxes) in a vertical position with the "Top" mark up, out of the direct rays of the sun and in a location to prevent





freezing.

#### **BOXING, PACKING AND SHIPPING**

- A. Sample tubes with their samples therein shall be packed in wooden boxes with outside dimensions 9" by 9" by 20" and the inside of the box quartered to contain four (4) samples. The outside of the boxes shall be marked "Top" at one end (in the same manner as on sample tubes). The samplers shall be packed in the boxes so that the "Top" marks of the covers and tubes are in corresponding positions. Handholds shall be provided on the boxes, near the top, to facilitate transportation of samples.
- B. The tubes with their samples therein shall be protected with foam rubber, excelsior or other suitable material when packed in the receptacles, as directed.
- C. The tubes shall be shipped, (4 in a box) in a manner that shall not cause the samples to be vibrated, shocked or be otherwise treated so as to nullify the undisturbed character of the samples. They shall be shipped and delivered in a vertical position with the "Top" pointing up.
- D. The boxes containing the samples shall immediately be delivered to a place designated by the Engineer monthly.

#### **PAYMENT FOR UNDISTURBED SAMPLES**

- A. Payment for three inch undisturbed soil samples shall be made at the price stipulated in Item 5, which price shall include, except where payment is otherwise specifically provided, the cost of the "Shelby" tube sampler and of all labor, drilling equipment, tools and materials accessory for obtaining, sealing, packing, boxing, marking, preserving and delivering the samples.
- B. Any sampler which does not contain the required volume of undisturbed soil shall not be accepted by the Engineer for payment under Item 5, but such sample shall be accepted by the Engineer as a split spoon sample for payment under Item 3 or Item 4 and shall be treated by the Contractor as specified in Subdivision 2. The percentage of recovery to be considered an undisturbed sample shall be a minimum of 65%.

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**SUBDIVISION 4  
(Item 6)**

**DIAMOND DRILL BORINGS**

**GENERAL**

- A. Whenever rock, a boulder, or concrete is encountered, a drill shall be used to obtain a core. The hole shall be drilled to the depth ordered. The borings for the cores are to be made with a diamond drill bit, and core samples shall be recovered using a double tube core barrel.
- B. Should it be impracticable at any depth of rock to obtain a core, or should a seam of soft, disintegrated or highly fractured rock be encountered, particular care shall be taken to obtain samples of the material, and the correct measurements of the depth for which no core is obtainable should be recorded.

**DIAMETER**

The bit used shall be such as to produce a maximum of core recovery, and a core size of not less than two and one-eighths inches (2-1/8") in diameter (NX or NQ size).

**DEPTH**

The rock core borings shall extend to at least 5 to 10 feet below the lowest level of bearing of the proposed structures. At least 5 to 10 feet of contiguous NYC Building Code 1c or better rock core (with Rock Quality Designation (RQD) of 35% minimum) must be taken, or as otherwise directed by the Engineer.

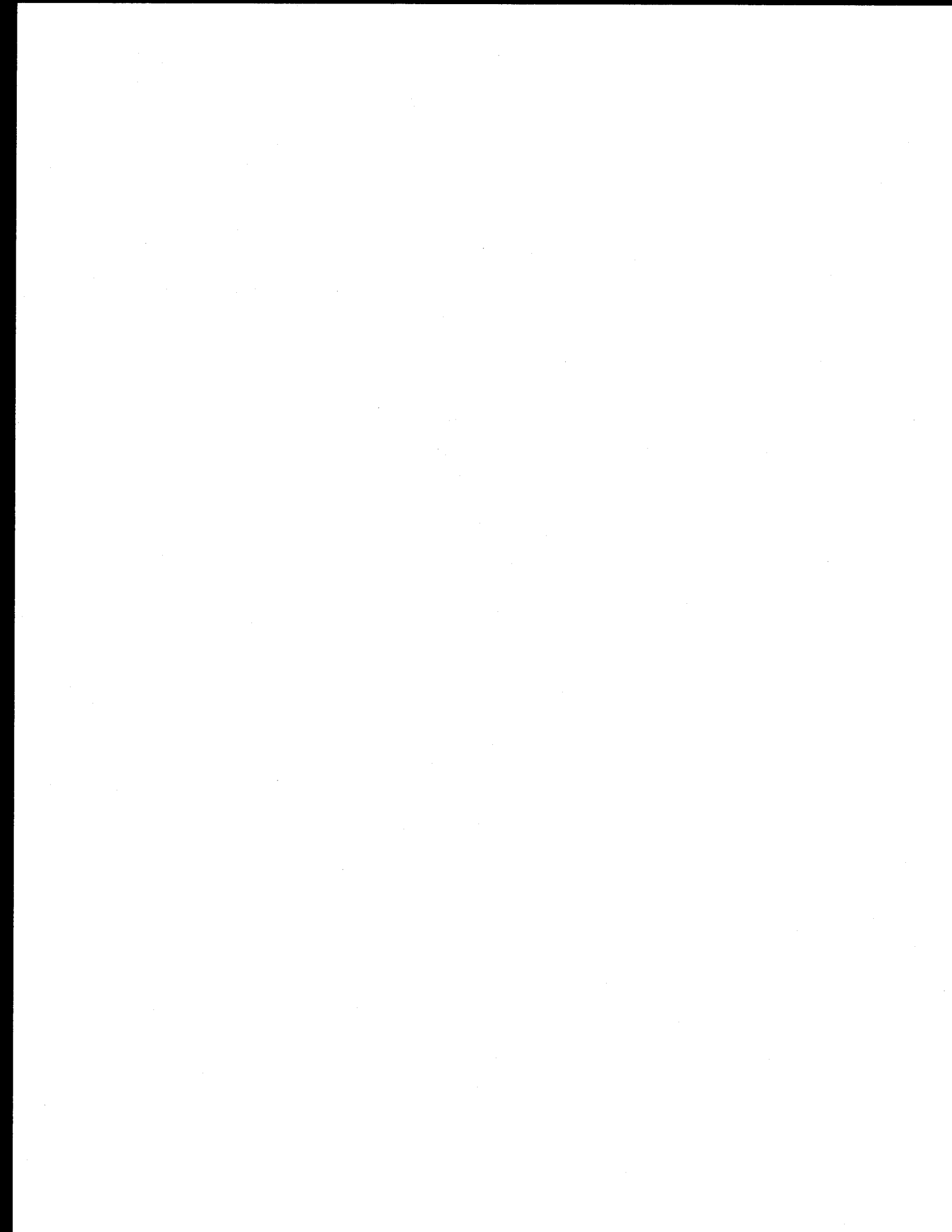
**HOLES LOST**

A borehole lost through accident for which the Contractor is clearly not responsible shall be paid for at the prices stipulated in the accepted bid applicable thereto, if in the opinion of the Engineer, the information obtained from such hole shall be sufficient to warrant such payment.

**RECOVERY**

- A. It is important that the percentage of recovery of the core shall be as large as possible, and the Contractor shall regulate the speed of the drill and remove the core as frequently as directed in order to maintain a maximum percentage of recovery, special care being taken where the character of rock being penetrated is uncertain. If the appliances on any machine are not such, as shall give a reasonable amount of core recovery, in the opinion of the Engineer, the Contractor shall furnish such appliances as shall be satisfactory.
- B. The length of single runs when drilling in rock for cores with a diamond drill shall in all cases be as directed by the Engineer.
- C. In all drilling operations, the water pressure shall be regulated so as not to reduce the recovery of rock cores.
- D. To minimize the numbers of mechanical breaks along the rock core, core barrel longer than 5 feet shall not be permitted to use.

**BOXES**



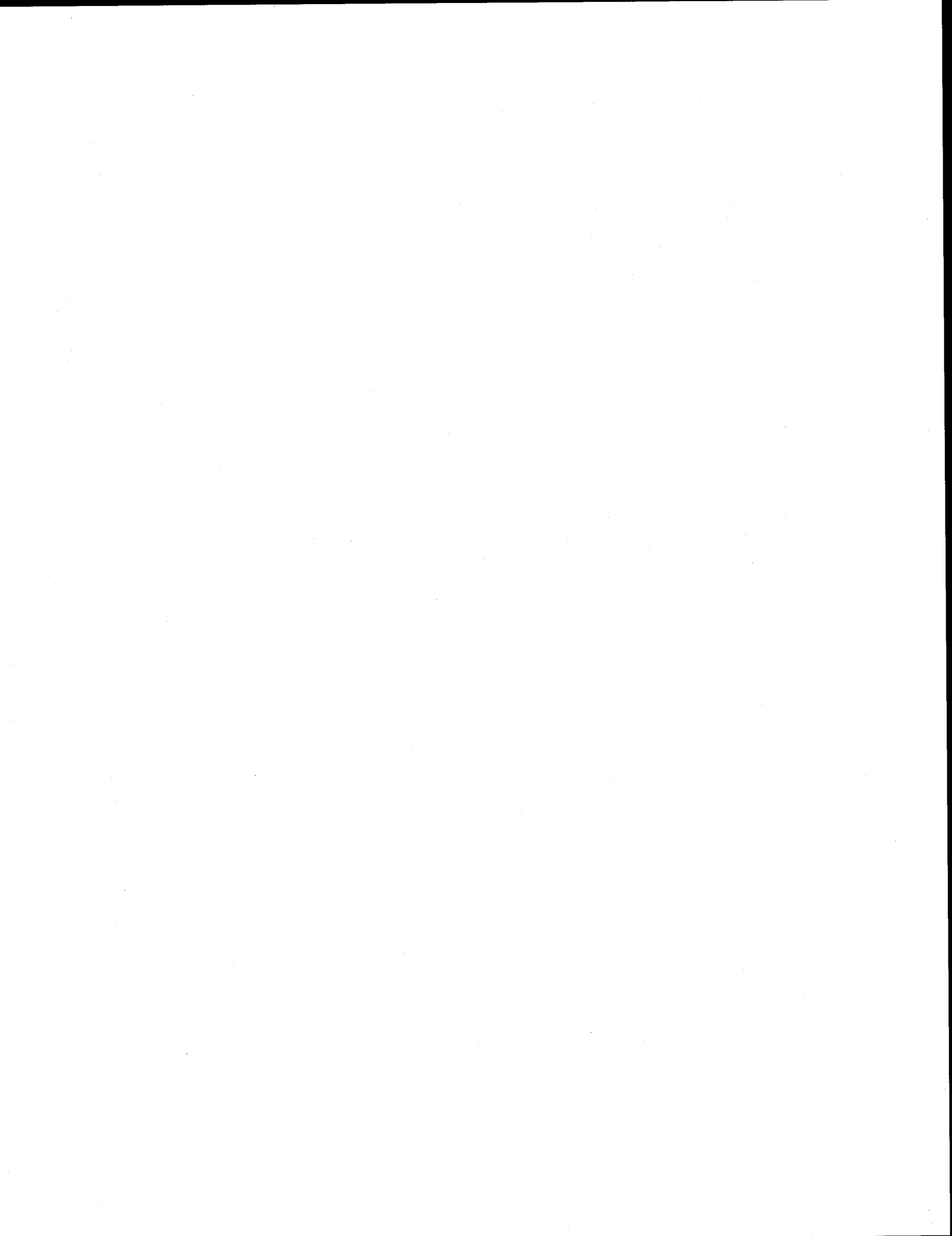
- A. The boxes for the handling and storage of rock cores shall be new and made of pine in an approved manner, 60 inches long by 11-1/2 inches wide and 4-1/2 inches deep, outside dimensions (including cover), constructed of one inch dressed lumber (no plywood) and partitioned so that the cores for each boring shall be kept separate. No dark, dirty, stained, old, or used boxes shall be accepted.
- B. The boxes, which are to contain the rock cores, shall be substantially made and shall be equipped with hinged covers and approved locks, catches and 1/4" rope handles. The boxes shall form compact permanent cases for protecting the cores. One end and one side of each box shall be labeled with an oil base paint to clearly designate the "Job", the "Boring" and any other necessary data ordered by the Engineer.
- C. All rock cores shall be carefully handled so that they shall not be lost, destroyed or damaged. Care shall be taken to recover as large a percentage of rock cores as possible. Every necessary precaution shall be taken to insure that the cores are correctly identified and marked.

#### **MARKING AND HANDLING**

- A. Each piece or segment of rock core shall be separately marked as soon as it is removed from the core barrel.
- B. Segments of rock core shall be consecutively numbered beginning with the segment nearest to the surface of the ground before removal, and shall be placed in the core boxes in that order.
- C. Rock core samples shall be delivered by the Contractor to a place designated by the Engineer, within one (1) month of completion of the fieldwork, or as otherwise directed by the Engineer.
- D. If for any reason, the Contractor fails to deliver any rock cores which the boring logs indicate were taken, he/she shall, if so ordered, make a second borehole adjacent to the borehole from which the missing cores were obtained and he/she shall obtain new cores as directed by the Engineer. All information regarding such new cores, as well as all information regarding such missing cores, shall be indicated on the boring log submitted for the borehole from which the cores are missing. When situations of this nature occur due to the Contractor's negligence, no additional payment shall be made for repeating the work.

#### **PAYMENT FOR ROCK CORES**

- A. Payment for obtaining a rock core using a diamond drill bit shall be made at the price stipulated in Item 6. This price shall include the cost of all labor, material, drilling rigs and equipment necessary and required for obtaining, marking, boxing, preserving and delivering the cores, including the furnishing of boxes.
- B. Measurement for payment for cores made with diamond drills shall be made from the surface of the rock, where the diamond drill boring commences, to the bottom of the completed core boring.
- C. No payment shall be made for any rock cores taken for which the resulting samples are not delivered to the DDC. In addition, no payment shall be made for any cased borehole footage, Item 1, in which rock core was not delivered to the DDC designated storage facilities. If the Contractor is ordered to make an adjacent borehole, he/she shall be paid for such borehole and rock cores obtained, but may be held responsible for all damages incurred by the City including the time lost in the performance of inspection services.



**SUBDIVISION 5**  
**(Items 7, 8, 9)**

**DETERMINING GROUNDWATER LEVEL**

**1 GENERAL**

At each location where a monitoring well is indicated on the drawings, or as directed by the Engineer, the Contractor shall be required to determine the groundwater level in accordance with the methods prescribed herein.

At job sites where groundwater is not anticipated/expected and is not encountered during the terminal depth of the boring the Contractor shall utilize the strainer method to determine if groundwater is in fact present within the investigated depths. On job sites where groundwater may be encountered, within the terminal depth of the boring, groundwater-monitoring wells shall be installed.

In advancing the casing the Contractor shall indicate the depth of the groundwater. After a casing has been advanced to the depth required, the contractor shall determine to the nearest inch the groundwater level in each hole. The depth of water in each hole shall be determined at a minimum each morning prior to the commencement of drilling operations and each afternoon at the conclusion of drilling operations. If the hole is completed in a one (1) day period, or fraction thereof, observations shall be required after the first ten (10) feet of casing is withdrawn, and after all casing has been withdrawn. The driller shall record the following information at a minimum twice per day as indicated above:

1. Depth of water;
2. Date and time of reading; and
3. Depth of casing at time of observation.

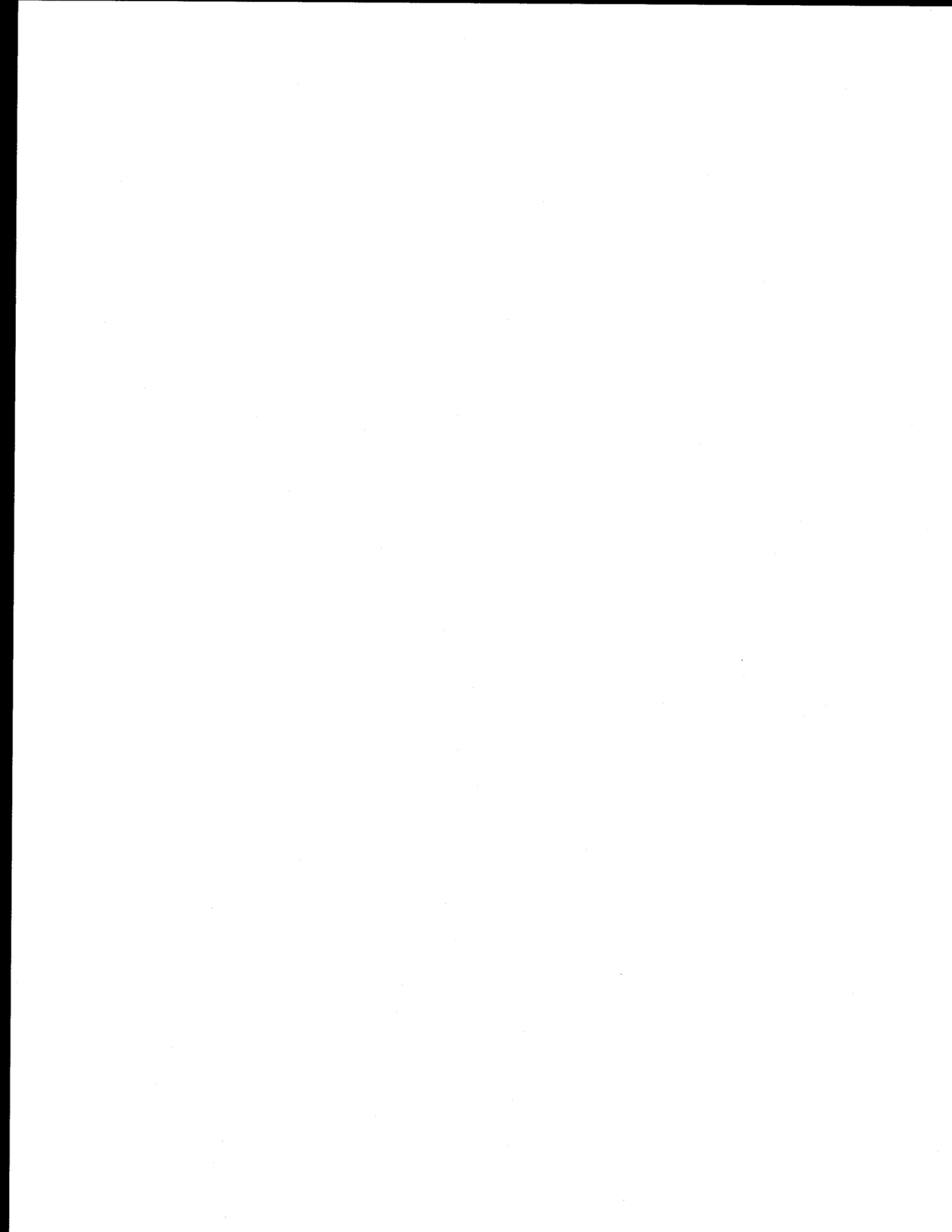
The Contractor may be required to bail out the hole prior to the removal of casing if so indicated by the field inspector. In impermeable clay soils, depth to saturated soil may be used as the depth to water.

Wells must be developed to yield a turbid-free discharge either by bailing or by pumping. Readings for groundwater elevations shall be taken by the Contractor on all holes where well point strainers or groundwater monitoring wells have been used. These readings are to be taken twice daily (AM and PM) for the duration of the job. In order to correlate the reading to the tidal range in the vicinity of the work (if any), an hourly reading at each well point shall be taken for consecutive hours for the duration of job, or 2 weeks, whichever is shorter. Wells must be developed with a clean submersible pump with a "Teflon Tube" or "Laboratory Cleaned" using a dedicated Teflon Bailer.

Should there be any water encountered in the pipe and well point system, this water shall be bailed out every fifth working day and water level observations resumed. Should there be no water encountered in the pipe and wellpoint system, the pipe shall be completely filled with clean, clear city water and water level observations resumed. In either of the fore mentioned instances, the Contractor shall record the time when these operations are performed.

All well points, strainers, groundwater monitoring wells, and tubing or pipes and other apparatus used for groundwater observations become the property of the City of New York, and shall remain in place, except as directed by the Engineer.

Well points are indicated on the drawings for determining the groundwater level at certain locations. The well points shown on the drawing may not be required or may be required at other locations than those shown as may be determined by the Engineer. It is understood and agreed, therefore well points and strainers shall not be provided except where directed by the Engineer, in the course of the work, and the Contractor shall make no claim on account of the omission of well points.





## **2 STRAINER METHOD**

- A. Where a groundwater monitoring well with a strainer is indicated on a drawing, the Contractor shall select the strainer method as described above. The Contractor shall provide, install, and leave in place a one and one-quarter (1-1/4) inch tubing or pipe, fitted with a one and one-quarter (1-1/4) inch strainer (or wellpoint) at its bottom end. The strainer (or wellpoint) shall be approximately two and one-half (2-1/2) feet in length and of a mesh which shall prevent penetration of the surrounding soil, and shall be so located in the boring hole that the top of the strainer shall be about two (2) feet below the ground water level as determined by the method specified above, or to the anticipated depth of construction if no groundwater is anticipated. The tubing or pipe shall be made of such length as to fit the distance between the top of the strainer in place and the street or ground surface.
- B. Coarse-grained sand shall be placed in the annulus space between the open borehole and the tubing or piping of the wellpoint. This sand fill shall be placed in the annulus from the bottom of the borehole to a minimum distance of two (2) feet above the top of the strainer of the wellpoint. Soil cuttings from the borehole shall not be used in lieu of this filter sand, but may be used as fill above the sand filter.
- C. The top of the tubing or pipe shall be closed with a removable screw plug. The tubing shall be secured in place in the hole. Any filling placed below the strainer or any filling placed above the bottom of the strainer shall consist of pervious material. Where the ground is suitable, i.e. asphalt or concrete, the wellpoint shall be enclosed with a valve box. All valve boxes must clearly indicate "Monitoring Well – Do Not Fill" on the face of each box.

## **3 MONITORING WELL METHOD**

- A. Where a groundwater monitoring well is indicated on a drawing, the Contractor shall select the monitoring well method as described above. The Contractor shall provide, install, and leave in place either a two (2) or four (4) inch O.D. Schedule 40 polyvinyl chloride (PVC) riser pipe and screen. The PVC screen shall be the same diameter as the riser pipe and ten (10) or fifteen (15) feet in length, depending on conditions, and of a mesh which shall not admit the surrounding soil, and shall be so situated in the boring hole that the top of the screen shall be about three (3) feet above the groundwater level as determined by the method specified above, and the riser pipe shall be of such length as to extend from the top of the in place screen to within four (4) inches of the street or ground surface if set flush or to within four (4) inches of the top opening of the protective steel riser pipe. The pipe should use only threaded or press joints; the use of glue is prohibited.
- B. An appropriately sized filter material (i.e. coarse sand, gravel) as suggested by the Engineer, shall be placed in the annulus space between the casing and the well screen. This sand fill shall be placed in the annulus from a depth of two (2) feet below the screen to a minimum distance two (2) feet above the top of the screen. Two (2) foot of either bentonite or cement should then be used to seal and isolate the screen. Soil cuttings from the borehole shall not be used in lieu of this filter sand, but may be used as fill above the bentonite/cement seal.
- C. The top of the pipe shall be closed with a lockable cap, and all locks supplied under the contract should be able to be opened by a single key. Cement should be used to secure the pipe in place in the hole. Where the ground is suitable, i.e. asphalt or concrete, the wellpoint shall be enclosed with a flush-mount valve box, with a seal to prevent leakage of surface water into the well. All valve boxes must clearly indicate, "Monitoring Well – Do Not Fill" on the face of each box.

See Figure 1 for a typical monitoring well construction diagram.



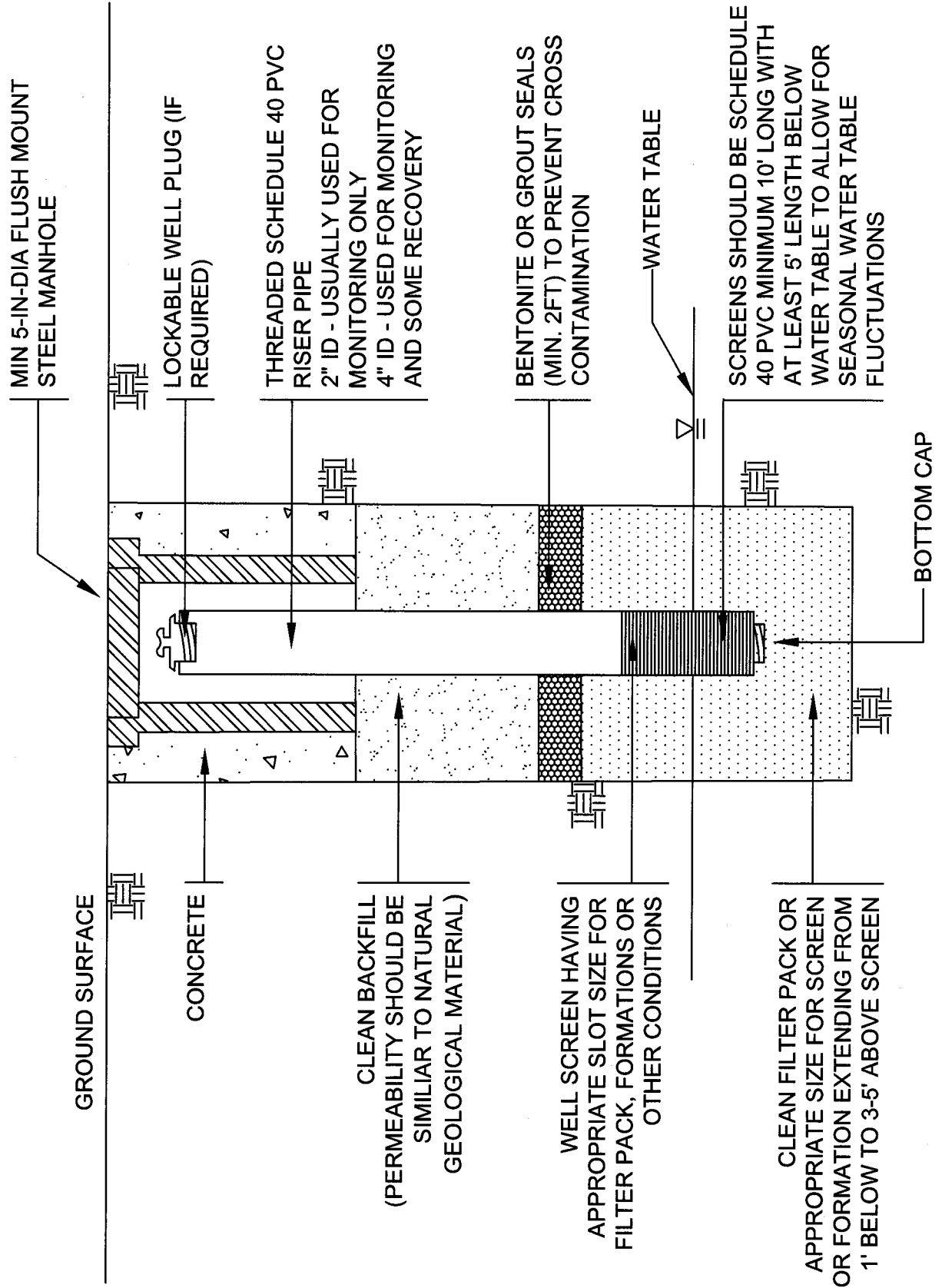
**4 PAYMENT**

- A. Measurement and payment for all work, labor, material and equipment for determining the elevation of groundwater by strainer method shall be made on the basis of linear feet of tubing and strainer at the price stipulated in Item 7 or 8 as directed by the Engineer in Item 9. The price shall be in addition to the prices stipulated in the accepted bid for sinking casings and hollow stem augers, as herein before provided.
  
- B. The price shall include the cost of the installation as described above, the cutting and threading pipe, providing and installing screw plugs, locks, all pumping, taking and recording readings on groundwater level, restoring the surface of the ground, street and sidewalk or other surfaces, and all incidental work, labor and materials.

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# TYPICAL MONITORING WELL CONSTRUCTION



REVISIONS:

NUMBER

DESCRIPTION

DATE



CAPITAL PROJECT NUMBER:

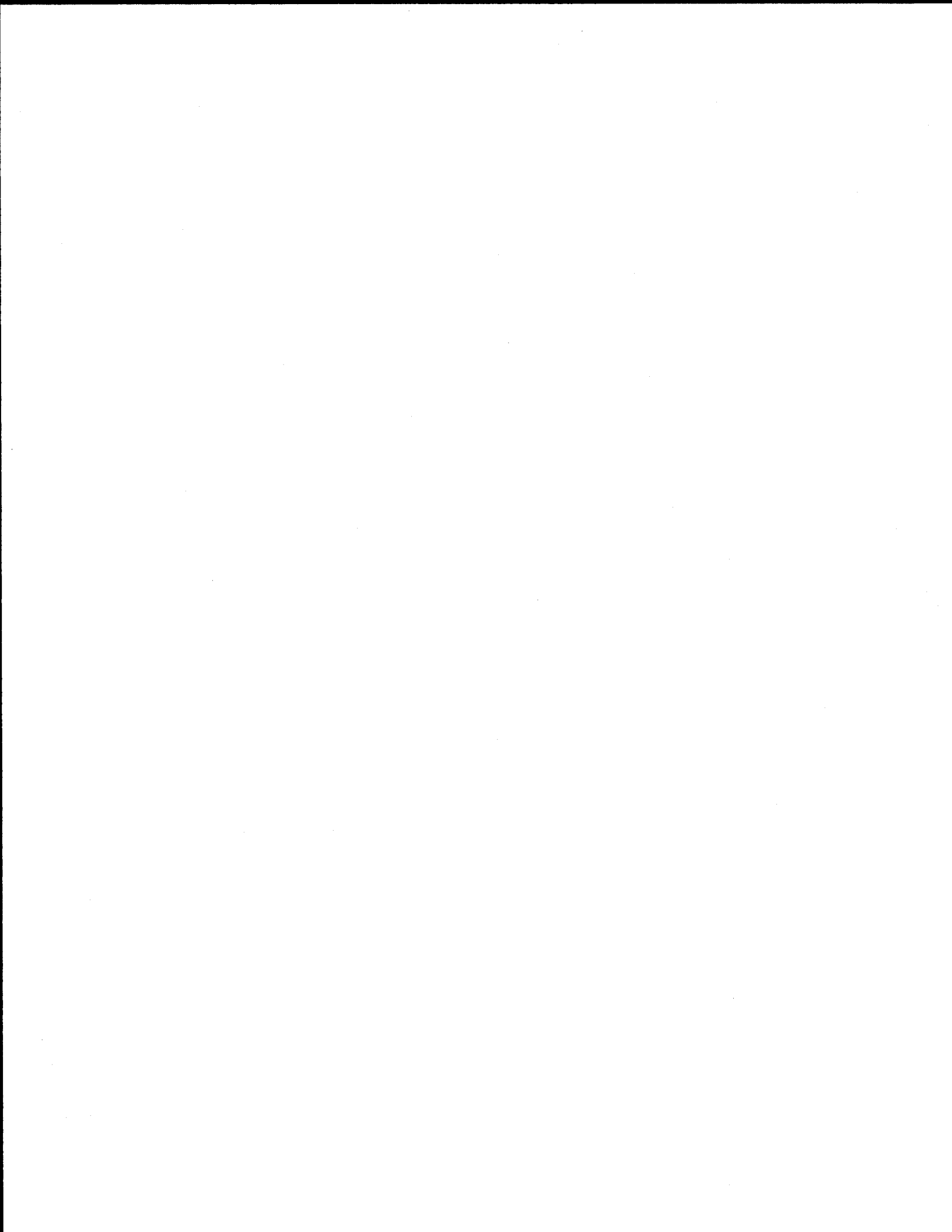
PROJECT NAME:

FOR THE:

DRAWING TITLE:

TYPICAL MONITORING WELL CONSTRUCTION

DATE:	31 JULY 2014
PROJECT NO.:	
DRAWN BY:	JR
CHECKED BY:	JA
DRAWING NUMBER:	
CADD FILE NO.:	
	OF



**SUBDIVISION 6  
(Item 12)**

**MOBILIZATION AND DEMOBILIZATION OF DRILLING RIGS**

**REQUISITE WORK**

- A. Obligation to Provide: Article 16 of the General Specifications sets forth the Contractor's obligation to provide all necessary labor (skilled and/or unskilled) to perform the required work, and all necessary drilling rigs and support equipment, including sampling devices, for the taking of various types of soil and rock core samples described hereinafter, in any kind of soil and rock that shall be encountered.
- B. Number of Manned Rigs: Article 2C of the General Specifications sets forth the Contractor's obligation to provide a specified number of manned drilling rigs, vacuum excavator, equipment and TTCD's depending on the number of borings required in the Work Order Letter.
- C. Removal: The Contractor must remove from the site of the work all of his/her material and equipment within two working days after such removal is ordered.
- D. In the event a boring rig is not required for a succeeding period of one day or more, the Contractor shall be notified of this fact before the close of work on the last working day. The Contractor shall not be entitled to payment for any period during which the boring rig is not required. If the period during which the boring rig is not required is three business days or more, after which a new Work Order is issued, the Contractor shall be entitled to payment for mobilization and demobilization in accordance with this item for any new work the Contractor is directed to perform.

**PAYMENT**

- A. For payment purposes, the cost of all required drilling rigs and equipment for taking borings, including labor, is deemed included in the various unit price items, EXCEPT FOR the cost of mobilization and demobilization, which is included in Item 12. Payment for mobilization and demobilization of drilling rig(s) assigned to the project shall be made at the price stipulated in Item 12. The cost of mobilization and demobilization shall include all costs in connection with transporting the drilling rig to and from the site, including the cost of all necessary labor and vehicles required for transport.

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**SUBDIVISION 7  
(Item 13)**

**ENVIRONMENTAL BORINGS  
GEOPROBE USING DIRECT PUSH TECHNOLOGY**

**REQUISITE WORK**

- A. For the advancement of environmental borings, a Geoprobe or equivalent drilling equipment, as approved by the Engineer, using Direct Push Technology shall be utilized in order to retrieve soil samples from the borings using a 4 or 5 foot long, 2 inch diameter Macro Core lined with polyethylene terephthalate sleeve. Soil sampling equipment shall be decontaminated between each boring location using a combination of liquid Alconox solution and deionized water.
- B. For every boring, and every sampling event, properly decontaminated hollow stem augers and split spoons must be used.
- C. During drilling, the soil cuttings determined to be contaminated by the Engineer shall be drummed or placed in one stockpile. The stockpile should be underlain by a liner of 20-mil polyethylene sheeting and covered with a 10-mil polyethylene sheeting, completely covering the area of the pile. If stockpiled, the stockpile shall be secured on all sides and weighted down to keep the stockpile completely covered and watertight.
- D. All groundwater monitoring well purge or development water if determined to be contaminated by the Engineer shall be drummed in a DOT approved 55-gallon drum/barrel. The drum should be equipped with a bung hole for filling purposes.

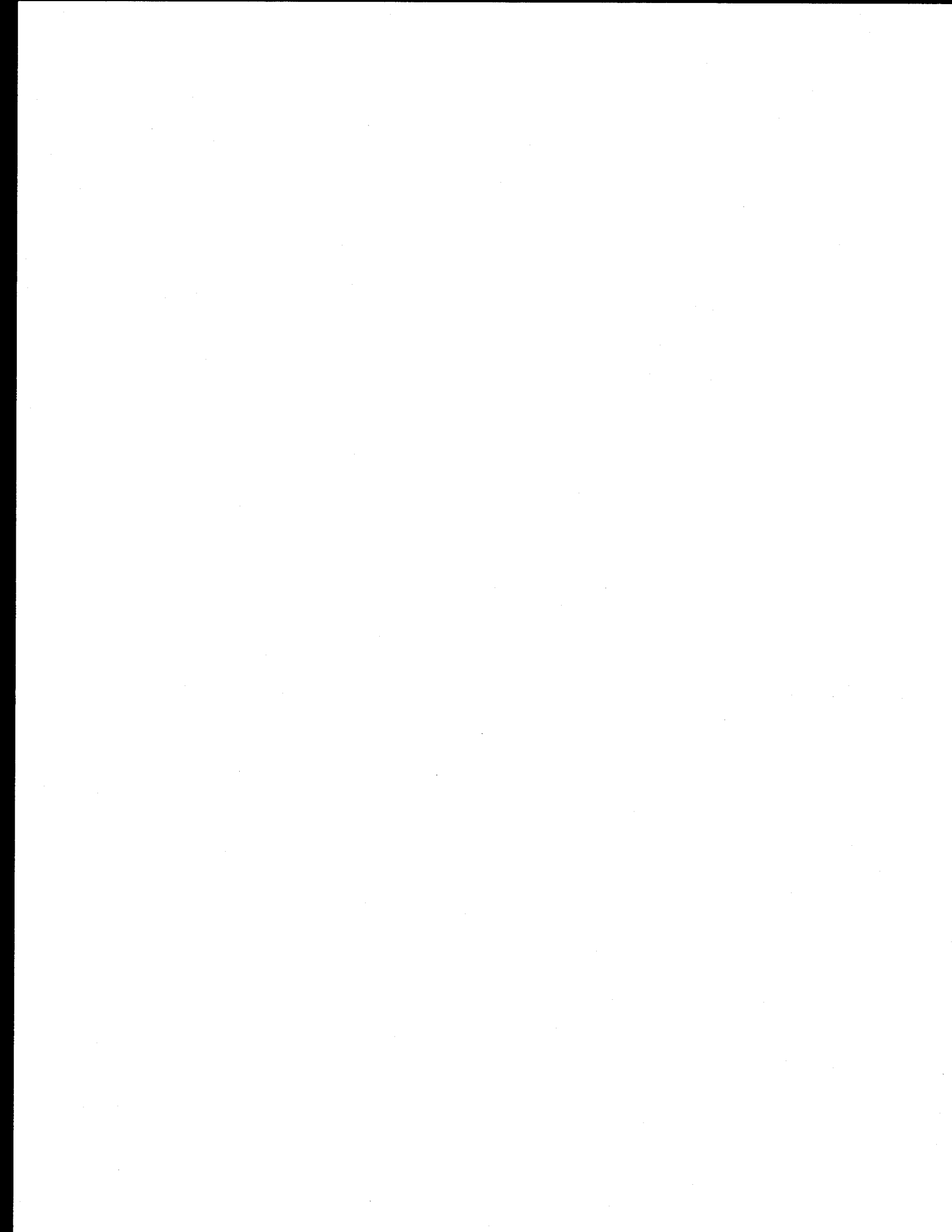
**DECONTAMINATION**

To avoid contamination and cross-contamination all environmental borings and monitoring wells must be drilled with cleaned drilling equipment employing auger drilling equipment and methods. The following decontamination procedures are to be used:

- Steam clean the equipment
- Scrub with a bristle brush using a non-phosphate detergent (such as Alconox) in hot tap water
- Rinse with hot tap water with de-ionized water
- Air dry

**HEALTH AND SAFETY**

- A. The Contractor shall be solely responsible for providing all appropriate personal protective equipment (PPE) and assuring that all employees are trained in their proper use. All used protective clothing shall be disposed of off-site by the Contractor in accordance with applicable Federal, State and local regulations.
- B. The Contractor shall be responsible for assuring that work is performed in strict compliance with all OSHA regulations covering this type of work, including that the site personnel be health and safety trained and medically monitored in accordance with OSHA 29, CFR 1926.65



**PAYMENT**

Payment for Geoprobe mobilization, TTCD's, support equipment, sampling devices and furnishing the steam cleaner shall be made at the price stipulated in Item 2. This price shall include the cost of all labor and materials necessary for advancing borings, furnishing, setting up and operating the steam cleaner.

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**SUBDIVISION 8  
(Allowance for Reimbursable Services)**

**DISPOSAL OF CONTAMINATED SOIL AND WATER**

**GENERAL**

In the event that contamination is detected in soil cuttings and/or in groundwater, the drilling contractor shall be required to engage a qualified subcontractor for the immediate removal, testing, storage, transportation and disposal of contaminated soil and groundwater in approved disposal facilities for contaminated material in accordance with all Federal, State and local requirements. Such services are a Reimbursable Service in accordance with Article 20 of the General Specifications.

The contractor or subcontractor will be required to sign any waste manifest forms as "Contractor for DDC" when required after review and approval by the Engineer.

After proper disposal, the drilling contractor shall submit to the Engineer a copy of the waste manifest documents, when submitting invoices for work performed.

Drilling equipment shall be decontaminated following standard environment procedures, or as directed by the Engineer.

**PAYMENT**

Payment shall be in accordance with the Allowance for Reimbursable Services set forth in Article 20 of the General Specifications.

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**SUBDIVISION 9  
(Item 11)**

**PAVEMENT CORES**

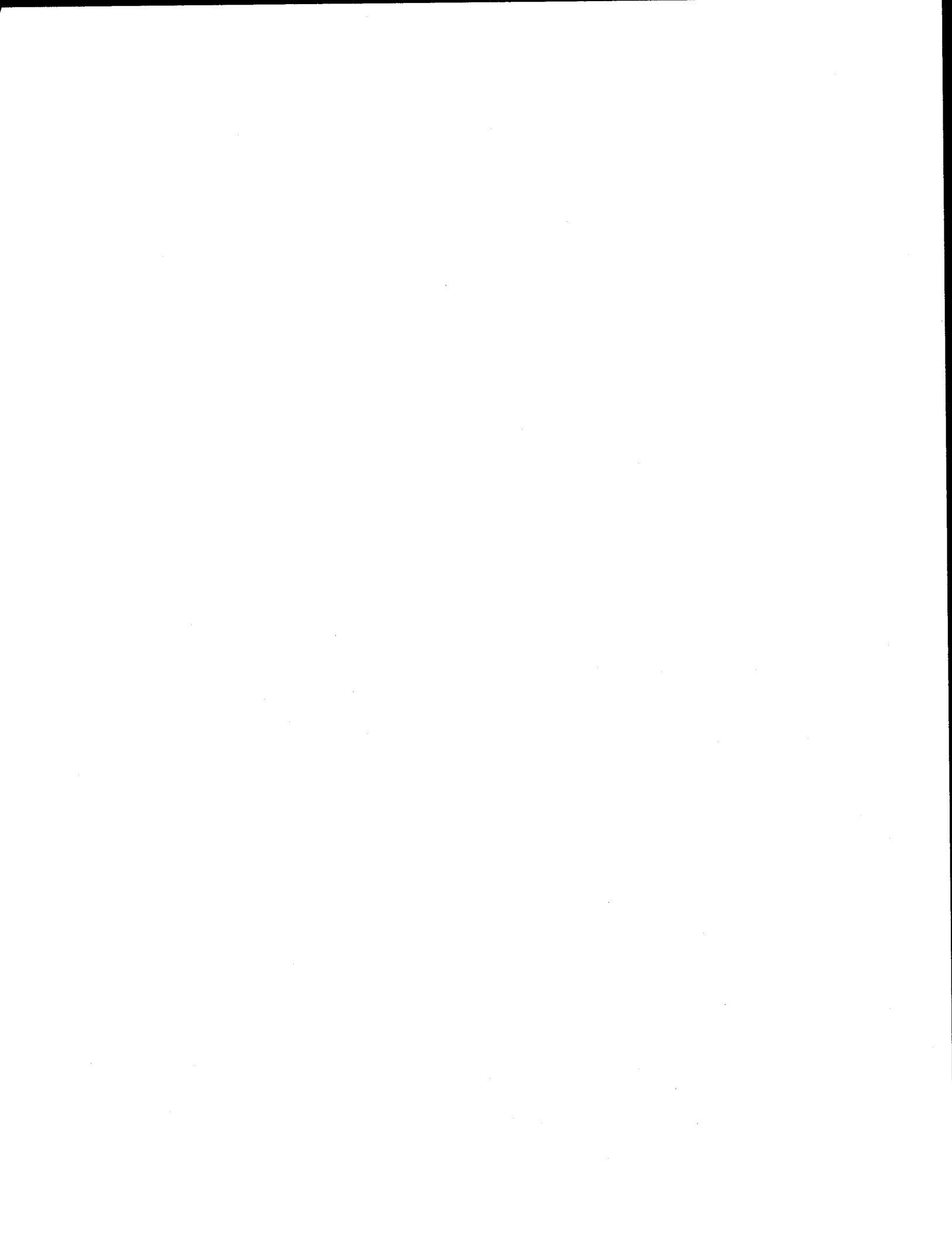
**GENERAL**

In general, one (1) pavement core shall be taken per block between street intersections, and one (1) per street intersection. The pavement core shall be taken a minimum of eight (8) feet from the nearest curb line. Pavement cores shall be taken with a four (4) inch minimum diameter drill. Cores shall be drilled to a depth sufficient to determine the exact type and thickness of the pavement located within the roadway.

**PAYMENT**

Measurement and payment for all work, labor, and material for obtaining pavement cores will be made on the basis of linear inches of pavement cores taken, between the surface of the street and the bottom of the pavement, at the price stipulated in Item 11, and shall include the cost of furnishing required drillers' logs, taking and recording data on type and thickness of pavement, restoring the surface of the street to the original pavement condition, and all incidental work, labor, materials, and all related drilling equipment.

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**SUBDIVISION 10  
(Item 10)**

**HIGHWAY CORES**

**GENERAL**

In general, one (1) highway core shall be taken per block between street intersection, and one (1) per street intersection or as ordered by the Engineer. The highway core shall be taken a minimum of eight (8) feet from the nearest curb line. Highway cores shall be drilled to a minimum depth of five (5) feet sufficient to determine the bearing capacity of the sub-base within the roadway.

**PAYMENT**

Measurement and payment for all work, labor, material and apparatus for obtaining highway cores will be made on the basis of linear inches of highway cores taken, as ordered by the Engineer at the price stipulated in Item 10, and shall include the cost of furnishing required drilling logs, taking and recording data on type and thickness of pavement, restoring the surface of the street to the original pavement condition, and all incidental work, labor, materials, and all related drilling equipment.

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**SUBDIVISION 11**  
**(Item 16)**  
**PERMEABILITY TESTING**

**GENERAL**

The Contractor shall take permeability test, at the location, depth and method determined by the Engineer, in accordance with but not limited to the methods prescribed herein,

The Contractor shall advance casing by drilling the casing or driving the casing with a three hundred (300) pound hammer. The Contractor shall clean the casing all the way to the bottom with a roller bit using clean water as a drilling fluid. If running sand is encountered, use light revert drilling fluid. **Augers shall not be permitted.**

**A. Falling Head Permeability Test Above the Groundwater Table Method**

Soil must be flush with the bottom of the casing before beginning the test. Continue to wash cuttings out of the hole at low water pressure for five minutes. Fill the bottom of the casing with a minimum of six (6) inches of three quarter (3/4) inch crushed stone. Saturate the soil beneath the bottom of the casing with water for thirty (30) minutes. Fill the casing with clean water to a convenient measuring depth. Record the height of the water in the casing above the bottom of the casing at the beginning of the test hole. Record the height of the water in the casing above the bottom of the casing. Wait one (1), two (2), and five (5) minutes after the beginning of the test. Record the height of the water in the casing above the bottom of the casing at five (5) minute intervals thereafter. For more permeable soils, it may be necessary to decrease the reading interval.

**B. Constant Head Permeability Test Above the Groundwater Table Method**

Soil must be flush with the bottom of the Casing before beginning the test. Continue to wash cuttings out of the hole at low water pressure for five minutes. Fill the bottom of the casing with a minimum of six (6) inches of three quarter (3/4) inch crushed stone. Saturate the soil beneath the bottom of the casing with water for thirty (30) minutes. Fill the casing with clean water to a convenient measuring depth. A flow meter should be used to record the amount of water added to the casing at one (1), two (2), and five (5) minutes after the start of the test. Continue adding water to the casing to maintain a constant water level for a period of ten (10) minutes.

**C. Rising Head Permeability Tests Below the Groundwater Table in Uniform Soils Method Uncased Extension**

Continue to wash cuttings out of the hole at low water pressure for five minutes. Fill the hole to above the level of the final elevation of the bottom of the casing with three quarter (3/4) inch crushed stone. Pull the casing to the desired elevation, measuring the level of the crushed stone to ensure that the crushed stone remains above the bottom of the casing. The crushed stone inside the casing should be at least six (6) inches above the bottom of the casing at the final bottom of casing elevation. Bale out the well to the desired depth. Allow the well to recover to approximately the natural groundwater level. Bale the well a second time and again allow the well to recover to approximately the natural groundwater level. Bale the well a third time. Record the depth of water below the groundwater table in the casing at the beginning of the test hole. Record the depth of water below the groundwater table in the casing. Wait one (1), two (2) and five (5) minutes after the beginning of the test. Record the height of the water in the casing above the bottom of the casing at five (5) minute intervals thereafter. For more permeable soils, it

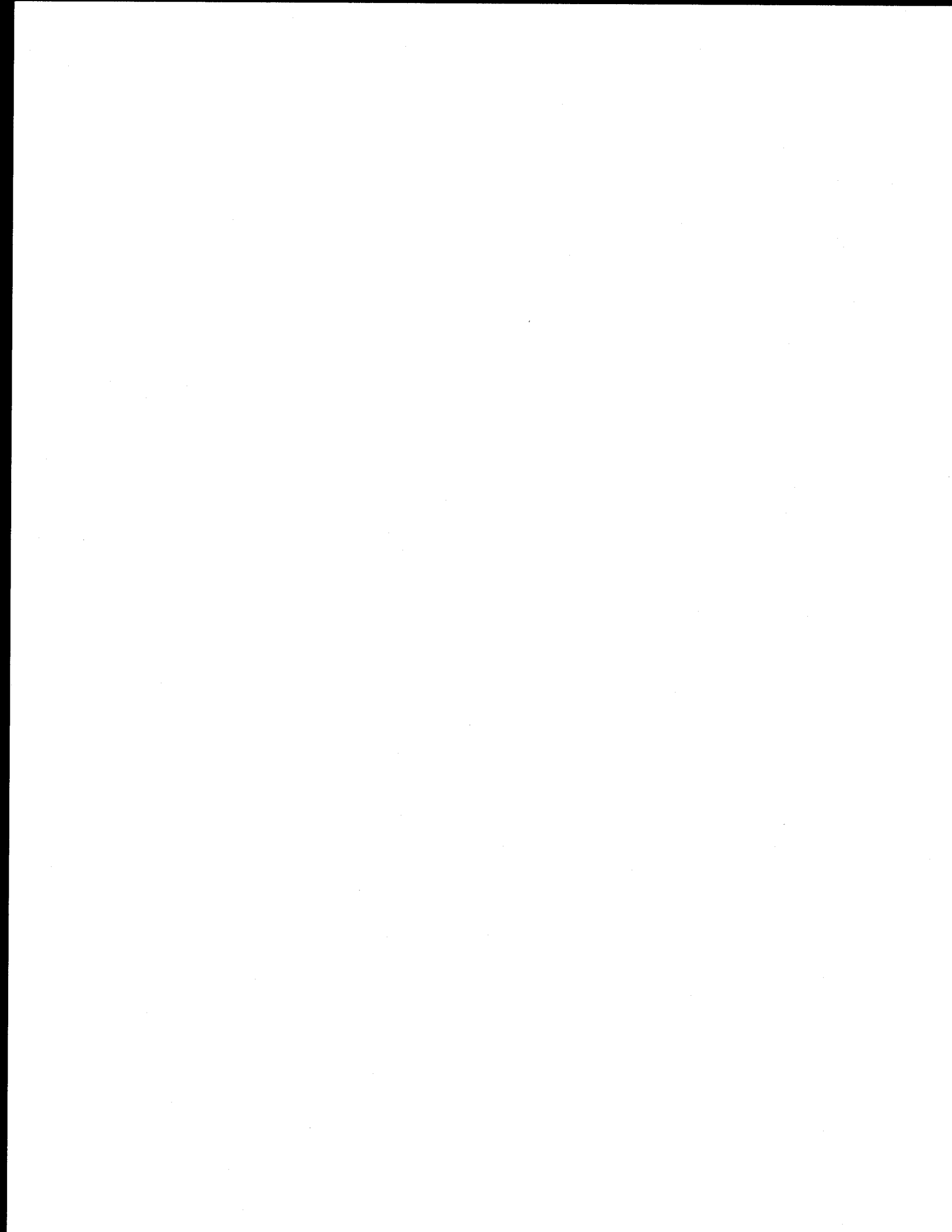


may be necessary to decrease the reading interval. At the conclusion of each test, check that the gravel in the casing hasn't heaved.

**PAYMENT**

Measurement and payment for all work, labor, material and apparatus required and necessary for permeability testing shall be made at the price stipulated in Item 16 of the bid booklet.

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**SUBDIVISION 11**  
**(Item 16) continued**  
**PERCOLATION TESTING**

**GENERAL**

The Contractor shall take percolation test pits test, at the location, depth and method determined by the Engineer, in accordance with but not limited to the methods prescribed herein,

**A. PROCEDURE**

- (1) At least two percolation tests shall be performed within the proposed absorption area. At least one percolation test should also be performed within the proposed absorption system expansion area.
- (2) Dig each hole with vertical sides approximately 12 inches in diameter. If an absorption field is being considered, the depth of test holes should be 24 to 30 inches below final grade or at the projected bottom of trenches in shallower/deeper systems based upon test hole evaluation. The sides of the percolation holes should be scraped to avoid smearing. Place washed aggregate in the lower two inches of each test hole to reduce scouring and silting action when water is poured into the hole.
- (3) Presoak the test holes by periodically filling the hole with water and allowing the water to seep away. This procedure should be performed for at least four hours and should begin one day before the test (except in clean coarse sand and gravel). After the water from the final presoaking has seeped away, remove any soil that has fallen from the sides of the hole.
- (4) Pour clean water into the hole, with as little splashing as possible, to a depth of six inches above the bottom of the test hole.
- (5) Observe and record the time in minutes required for the water to drop from the six-inch depth to the five-inch depth.
- (6) Repeat steps (4) and (5) a minimum of three times until the time for the water to drop from six inches to five inches for two successive tests is approximately equal (i.e.,  $\leq 1$  min. for 1-30 min./inch,  $\leq 2$  min. for 31-60 min./inch). The longest time interval to drop one inch will be taken as the stabilized rate of percolation. Typically, a limit on the depth of an absorption trench is 5 feet (4 ft. test pit with a 1 ft infiltration test hole).
- (7) Percolation test results shall be consistent with soil classification and if different results are obtained for multiple holes in a proposed absorption area, the slowest stabilized rate shall be used for system design.

*Limitations:* If there is heavy rain, snow, ice or freezing rain, the test should be rescheduled.

**PAYMENT**

Measurement and payment for all work, labor, material and apparatus required and necessary for permeability testing shall be made at the price stipulated in Item 16 of the bid booklet.

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**SUBDIVISION 11**  
**(Item 16) continued**  
**TEST PITS**

**GENERAL**

The Contractor shall excavate test pits test, at the location, depth and method determined by the Engineer, in accordance with but not limited to the methods prescribed herein,

**A. PROCEDURE**

The test pit must be large enough to permit detailed examinations of the material in situ to be conducted or to obtain large, undisturbed samples as required by the investigation. Typically, the plan view of the pit will be square, rectangular, or circular. The minimum dimensions of the pit are on the order of three(3) by five(5) feet or four(4) by six(6) feet and to a maximum depth of four (4) feet. Deeper excavations are not permitted.

(1) Test pits may be excavated by hand or by conventional earth-moving equipment. Hand excavations are often performed with shovels, posthole diggers, or chisel gun. The maximum depth of the test pit shall be four (4) feet instable soil. Excavations extending below the water table require control of the groundwater. In impervious or relatively impervious soils, groundwater can be controlled by pumping directly from a sump or drainage ditch in the pit.

(2) Excavated material should be placed at a horizontal distance from edge of the pit not less than the anticipated maximum depth of four (4) feet. Excavated material should be placed in orderly fashion around the pit to facilitate logging of the material. Wooden stakes can be used to mark the depth of the excavated material.

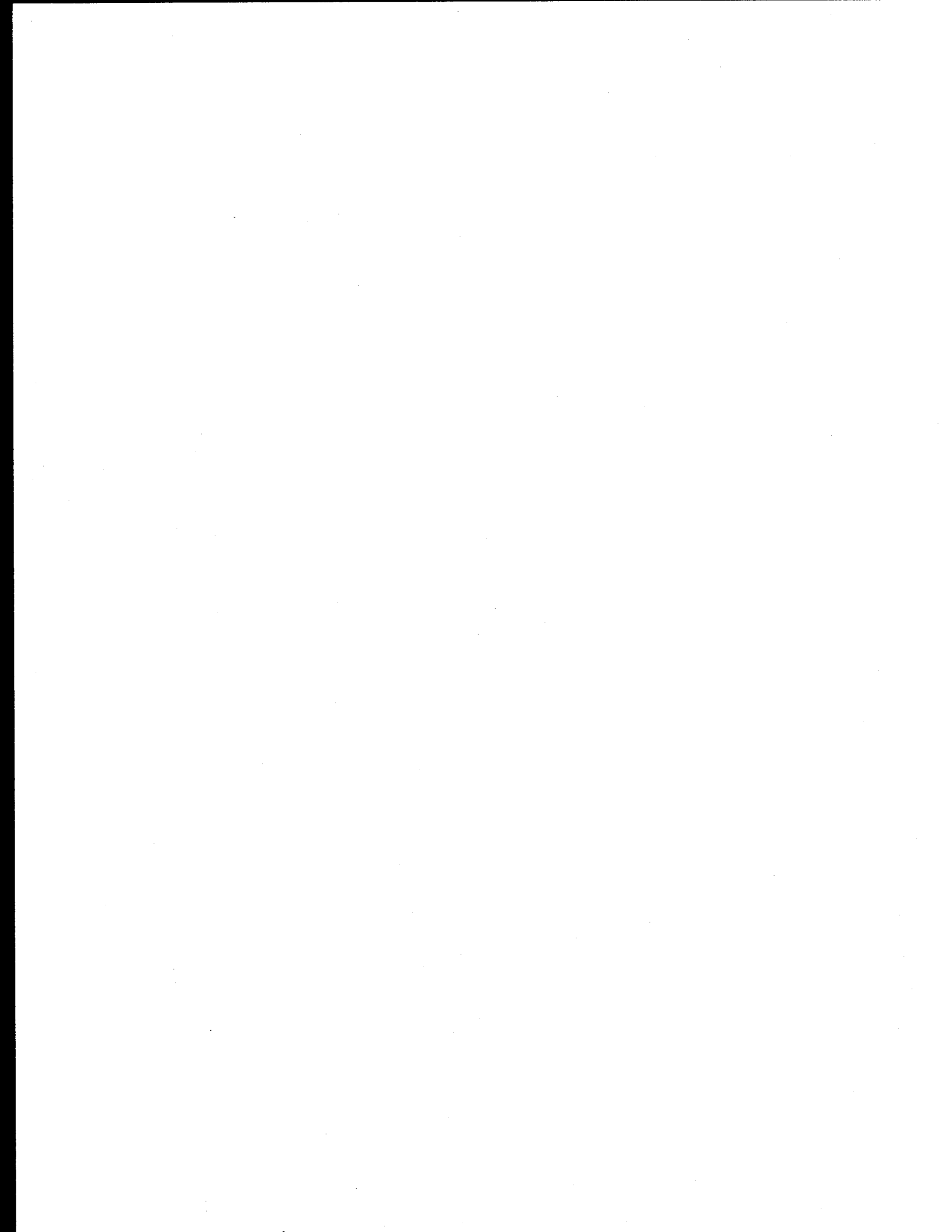
(3) Samples for water content determination should be obtained in a timely manner to prevent drying of the material.

(4) Groundwater (surface water) should not be permitted to accumulate in excavations. After rainstorms, excavations should be inspected by a qualified person to assess the sidewalls for possible slides or cave-ins; shoring should be added or changed, as necessary. Contractor shall provide all necessary equipment such as, but not limited to, sump pump, tubing, etc. to remove standing water within the pit.

**PAYMENT**

Measurement and payment for all work, labor, material and apparatus required and necessary for permeability testing shall be made at the price stipulated in Item 16 of the bid booklet.

**END OF DETAILED SPECIFICATIONS SECTION**



**CONSTRUCTION CONTRACTS:**  
**SECURITY REQUIREMENTS FOR ALL WORK PERFORMED**  
**ON RIKERS ISLAND AND BOROUGH FACILITIES**

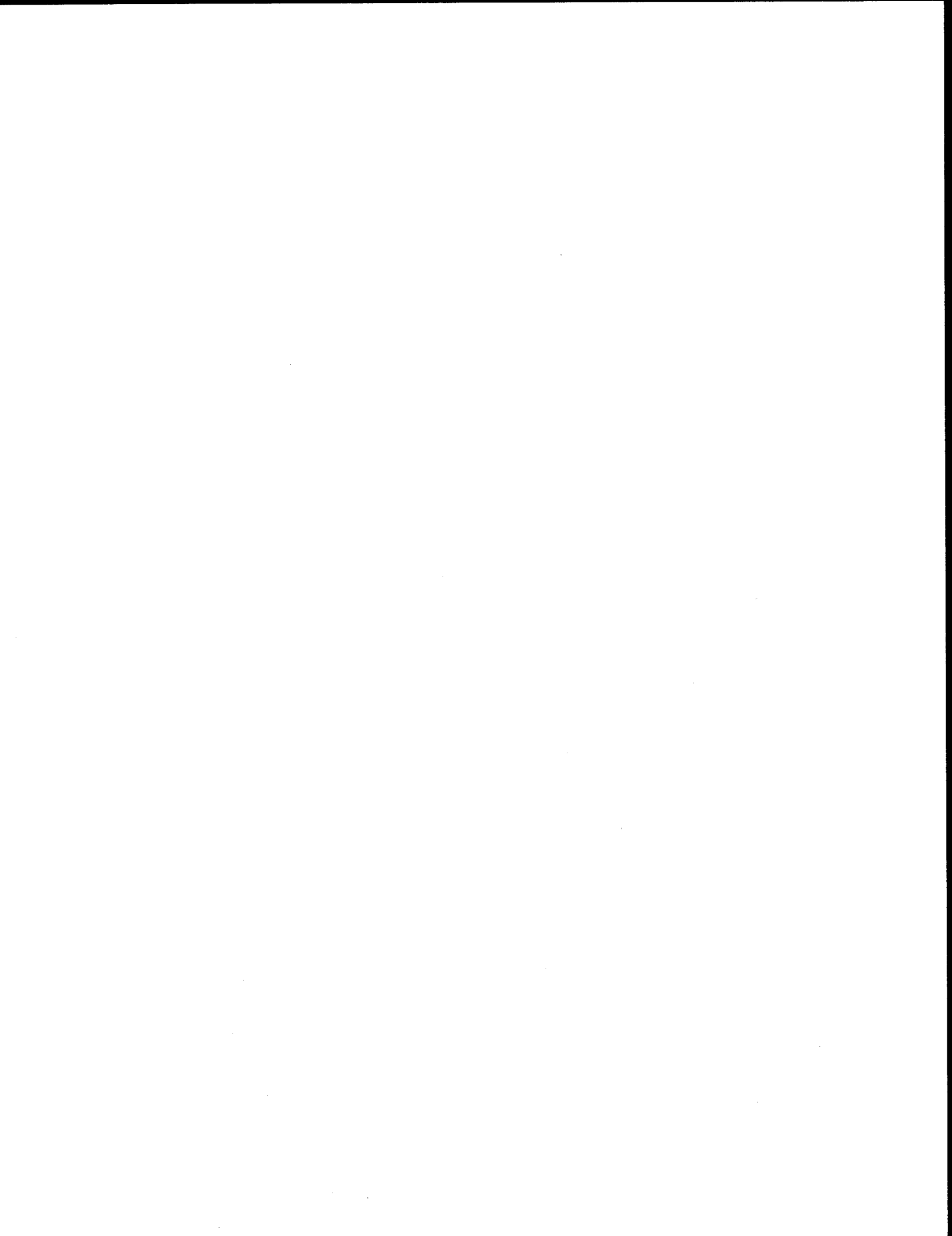
All contractors and their employees including subcontractors must comply with all security and traffic regulations instituted by the Department of Correction.

For the purpose of these security requirements, subcontractors and their employees shall be considered employees of the contractor. Contractors are responsible for informing all subcontractors of these requirements. When the term contractor is used herein it shall mean contractor and subcontractor.

DOC may perform a background investigation on any employee of the Contractor who enters DOC premises. Contractor agrees to replace any employee deemed a security risk by DOC.

**S1: IDENTIFICATION OF EMPLOYEES**

1. All contractors and their employees who have authorized business at a DOC facility are required to report for identification and approval at established security control points. For employees working on Rikers Island, the security control point shall be the Construction Registration trailer, located in the parking field directly adjacent to the Queens side of the Rikers Island Bridge. At off island facilities the security control point shall be the facility's front entrance.
2. Each contractor shall furnish its employees with an identification (ID) card. The ID card shall be standard size (approximately 2 inches by 3 inches), laminated and furnished with either a clip or light chain so that it may be secured to the person wearing it. The ID cards shall be sequentially numbered and contain the following:
  - The company name;
  - A recognizable photo of the employee;
  - The employee's printed name and signature; and
  - Expiration date (to be provided by the Department's Construction Management Unit).
3. These ID cards are typically exchanged at a facility for an institutional pass when the employee enters the facility. ID cards/institutional passes must be prominently displayed and secured while the wearer is at a DOC facility. Additionally, identification must be produced upon demand of Department of Correction personnel assigned to various checkpoints, as well as security patrols.
4. The contractor shall furnish the Department's Construction Management Unit (CMU) with a duplicate employee identification card for record keeping purposes.
5. The loss of any ID card or institutional pass must be reported immediately to the nearest officer on duty. The officer shall then promptly notify his/her supervisor who shall then take appropriate action.



6. The contractor must notify the Construction Management Unit of the termination of any of its employees by close of business on the day of the termination.
7. Each contractor shall arrange clearances for all new employees through the Construction Management Unit.
8. Each contractor shall keep the Construction Management Unit informed at all times as to the employment status of its employees.

## **S2: DELIVERING MATERIAL AND EQUIPMENT TO JOB SITES**

1. Contractors must obtain clearance from the Construction Management Unit for all deliveries of material and equipment to Department facilities. Upon receiving approval, the delivery shall be made directly to the loading platform of the facility involved. All employees reporting for business (non-delivery staff) shall arrive at the main entrance of the respective facility and abide by that facility's security procedures.
- 2.a. To avoid any potential traffic congestion, the Construction Management Unit must receive advance notice of all deliveries of material and heavy equipment to or from Rikers Island that require the use of wide load vehicles.
- b. For vehicles delivering material and equipment to Rikers Island also refer to Section S3.
3. All vehicles and material contained therein are subject to random searches and inspections. Searches may involve the use of the Canine Unit.
4. In order to remove any materials or equipment from DOC property, Contractor's supervisors will sign their names on a form "Authorization to Take Materials Out of DOC Facilities"; to certify that the property being taken from the DOC facility is their property only, and not that of the City of New York, except in the event that removal of DOC property is specified by contract documents, which shall be reported to the Construction Management Unit. Such authorization must be received prior to the removal of any material from a Department facility. All materials to be removed are to be scheduled and verified by the Construction Management Unit.

## **S3: CONTRACTOR'S VEHICLES**

1. Drivers of contractor vehicles intending to drive to Rikers Island are directed to report to the security control point (see S1.1) on the date and time of the scheduled delivery. The driver will be required to produce the following current and valid documents to the officer:
  - i. A drivers license;
  - ii. The vehicle's registration; and
  - iii. Vehicle Insurance Card.



Additionally, all occupants of the vehicle will be required to produce their employee ID cards and some form of government issued identification with photo (i.e., Driver's license) to the officer.

Upon producing the above noted documents to the officer's satisfaction, the officer will issue the driver a vehicle access pass and allow the driver and the occupants of the vehicle access to Rikers Island.

Note: Access to Rikers Island and/or any Department of Correction facility shall be limited to employees of the contractors (as described herein). Employees shall remain on Rikers Island and/or in the facility for only the time needed to carry out their business.

2. The vehicle access pass must be prominently displayed in the windshield inside the vehicle at all times.
3. Vehicles must be secured when not occupied. The vehicle must be turned off and the ignition key must be removed. Additionally, all windows must be closed and doors and trunks locked.
4. Vehicles are not permitted to be left at DOC facilities or on DOC Property at the conclusion of each workday.
5. Vehicle access passes and any issued DOC identification cards/tags must be turned in upon leaving Rikers Island.
6. All vehicles are subject to a search at any time while on Rikers Island or on the grounds of any DOC facility and also will be searched prior to departing Rikers Island and borough facilities. Searches will include a visual inspection of the vehicle's trunk, passenger and/or cargo compartment and the undercarriage. Additionally, all vehicle occupants will be required to produce their identification cards prior to departing Rikers Island or any DOC facility.

#### **S4: TRAFFIC REGULATIONS**

1. Drivers shall obey all posted traffic regulations and speed restrictions.
2. Passing vehicles on the Rikers Island Bridge is strictly prohibited.
3. Drivers and the occupants of their vehicles must produce their identification at all checkpoints.
4. Drivers must yield to all emergency vehicles.
5. The maximum weight limit on Rikers Island Bridge is 36 Tons.

#### **S5: SECURITY PROCEDURES AND ISSUES**





1. Contractors and their employees must remain within the physical limits of their work area. Contractors are forbidden to move into any other area on the Island unless permission is obtained by the Construction Management Unit. There is no walking permitted on Rikers Island outside of the respective work site or delivery destination.
2. Contractors, subcontractors, and their employees are forbidden to take or bring into a DOC facility, any articles for an inmate.
3. Contractors and their employees shall not contact, or communicate with or give anything to inmates.
4. Contractors and their employees shall not possess on their person any contraband as described in paragraph #9 of this section.
5. Contractors will not place or install any trailers, tool sheds, or security shanties on a job site without approval of the Construction Management Unit after requesting such permission.
- 6.a. Contractors are responsible for the control and security of all tools, supplies, materials, and equipment used by employees regardless of actual ownership of the items. Trailers, tool sheds, or security shanties that are approved by the Construction Management Unit must be kept secured and locked by the contractor. Tools not in use must be kept under lock and key. Tools used during working hours must be checked into the contractor's storage sheds at the end of working hours.
- b. Each contractor shall be responsible for the:
  - i. Control of all tools used by their employees; and
  - ii. Prevention of theft of tools by inmates
- c. Each contractor shall establish rules to insure such control.
7. The personal vehicles of the contractor's employees are not permitted on Rikers Island or at Borough facility loading docks. No personal vehicles will be permitted to enter a DOC facility (not even for the purpose of carrying tools and equipment).
- 8.a. Food or lunch packages of the contractor's employees are subject to inspection by Department of Correction custodial personnel.
- b. No food services are available to contractor's employees at DOC facilities.
- 9.a. Arrest and prosecution will follow violations of Sections 205.00, 205.20 and 205.25 of the New York State Penal Law, which are summarized as follows:

**SECTION 205.00.3** Contraband means any article or thing which a person confined in a detention facility is prohibited from obtaining or possessing by statute, rule, regulation or order.



**SECTION 205.00.4** Dangerous contraband means contraband which is capable of such use as may endanger the safety or security of a detention facility or any person therein.

**SECTION 205.20** A person is guilty of promoting prison contraband in the second degree when:

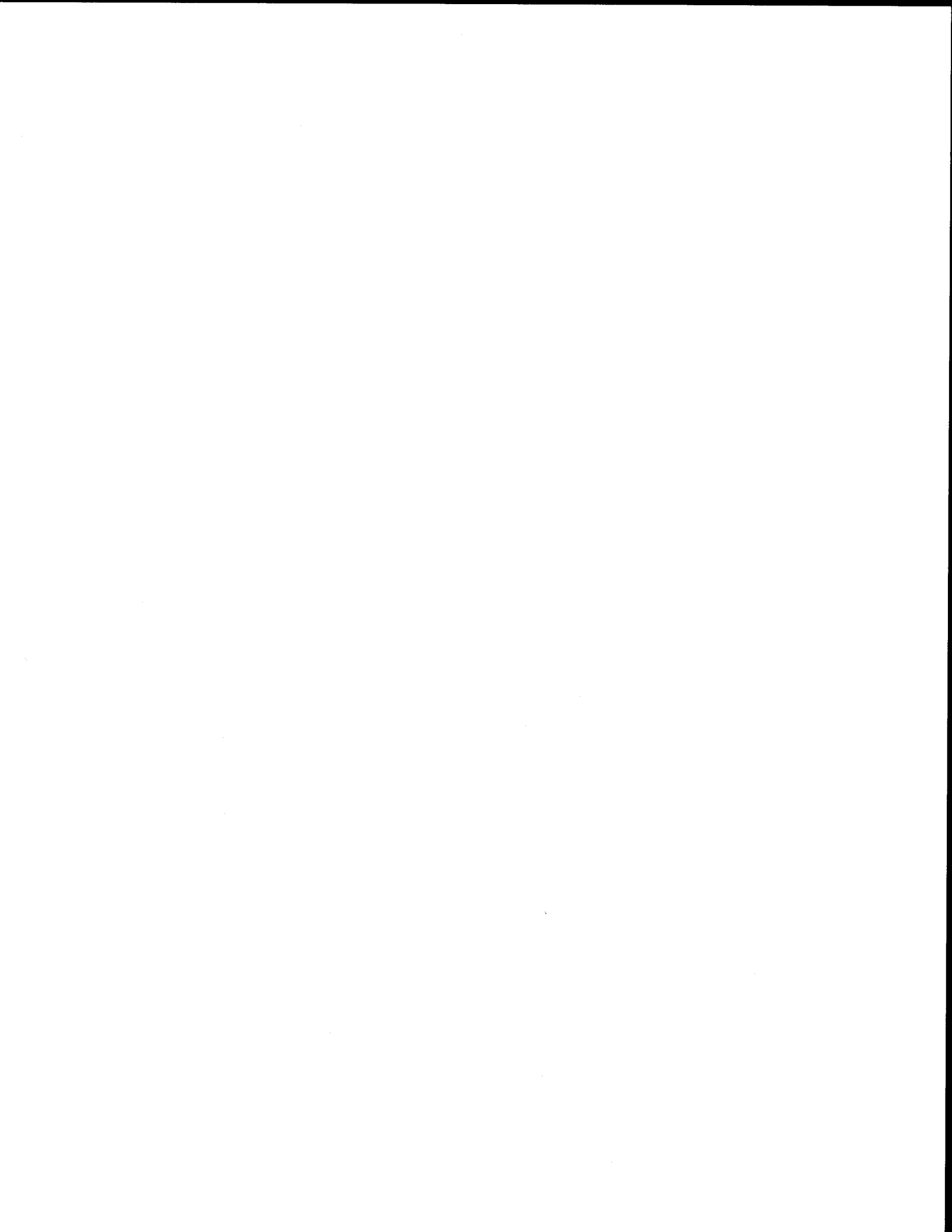
1. He knowingly and unlawfully introduces any contraband into a detention facility.

**SECTION 205.25** A person is guilty of promoting prison contraband in the first degree when:

1. He knowingly and unlawfully introduces any dangerous contraband into a detention facility.
- b. Contraband is described as any article, the presence of which, within the prison may jeopardize safety, security and good order, or impair the moral and physical welfare of prisoners or employees, or which is prohibited by Rules and Regulations of any institution.
- c. Items that are considered contraband include but are not limited to: unauthorized clothing, unattended tools, loose or unattended vehicle keys, knives, and items to be considered as such, prescription and over the counter medicines, spices, alcoholic beverages, money in the possession of inmates, tobacco and tobacco related products (see Section S7), unauthorized written communications to and from inmates that were not processed through the institutional mail rooms, unauthorized packages and carrying cases, as well as unsafe conditions of articles which in the opinion of the Warden would affect the security of the institution.
10. The introduction of electronic/recording devices into any facility without the approval of the Construction Management Unit and the Commanding Officer of that facility is strictly prohibited. Electronic/recording devices are defined as any type of instrument, which is designed to transmit and/or receive telephonic, electronic, digital, cellular or radio communication as well as any type of instrument designed to have sound and/or image recording or capturing capabilities. Examples of electronic/recording devices include but are not limited to: cellular or digital phones, any type of pager, two-way radio, text messaging or modem devices, cameras (digital or film), video recorders and tape or digital recording devices.
11. Any violation of the policies and procedures described herein or of any law, Departmental rule and regulation or institutional policy or procedure may result in criminal prosecution (when applicable) and /or the violating individual being banned from future access to Rikers Island or any Departmental facility.

## **S6: CONDUCT OF CONTRACTORS AND THEIR EMPLOYEES**

1. The New York City Department of Correction has a zero tolerance policy with regard to sexual abuse and sexual threats directed at inmates in its custody. **No one** is allowed



to have sexual contact with any person who is incarcerated. Other inmates and staff are prohibited from asking, demanding, forcing or participating in a sexual act with an inmate. This applies to EVERYONE including contractors, vendors, volunteers and employees of other agencies who work in the jails.

2. Rikers Island and all Department of Correction facilities are secure facilities. Any person working within secure areas shall exercise extreme caution at all times. Each contractor and its employees must comply with the following security regulations of the Department of Correction:
  - a. Personal identification must be produced on demand by the Department of Correction personnel assigned to checkpoints and security patrols.
  - b. Employees must remain in the area of their work assignment.
  - c. Employees shall not bring any article, letters, notes or messages on the premises for the purpose of giving them to an inmate.
  - d. Employees shall not take any article, letters, notes or messages from an inmate to any other person including another inmate.
  - e. Employees shall not bring alcoholic beverages (beer, wine or liquor) on the premises at any time. Nor shall employees bring drugs or medicines except those required to stock the first aid cabinets in the contractor's field offices.
  - f. Contractors and their employees are prohibited from burning and/or dumping any refuse, debris or rubble on Department property.
  - g. When one person engages in conduct, which constitutes a criminal offense, another person is criminally liable for such conduct when, acting with the culpability required for the commission thereof, he or she solicits, requests, commands, importunes, or intentionally aids such person to engage in such conduct.

### **S7: SMOKING PROHIBITION**

1. The Department of Correction maintains a smoke-free environment in accordance with Local Law 47 of 2002, the Smoke Free Air Act which prohibits smoking in public places and workplaces. The following restrictions and procedures apply to all contractors and their employees.
  - a. The use of tobacco related products within any Department facility, office, and vehicle is prohibited;
  - b. This prohibition applies to all persons, including staff, inmates, and visitors;
  - c. In addition to the smoking restrictions, contractors and their employees are prohibited from introducing any type of tobacco products and lighting agents into any department premises that houses or detains inmates, or utilize inmate work details, including the entire area of Rikers Island.



For the purpose of this document, tobacco products include but are not limited to cigarettes, cigars, pipes, loose tobacco and rolling paper. Lighting agents include cigarette lighters and matches.

Securing these items in Construction Management Unit-approved trailers, tool sheds and security shanties located outside the premises or contractor vehicles is permitted.

2. a. Inmates are prohibited from smoking and possessing any form of tobacco products including but not limited to cigarettes, lighting agents, cigars, pipes, loose tobacco and rolling paper.
- b. Any contractor or employee providing an inmate tobacco related products shall be deemed as promoting prison contraband and shall be subject to arrest.





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

**LABOR LAW §220 PREVAILING WAGE SCHEDULE**

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

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

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov).

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

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

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

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

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

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

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

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

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

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

**TABLE OF CONTENTS**

<b><u>CLASSIFICATION</u></b>	<b><u>PAGE</u></b>
ASBESTOS HANDLER .....	5
BLASTER.....	5
BOILERMAKER.....	7
BRICKLAYER .....	8
CARPENTER - BUILDING COMMERCIAL .....	9
CARPENTER - HEAVY CONSTRUCTION WORK .....	10
CEMENT & CONCRETE WORKER .....	11
CEMENT MASON .....	11
CORE DRILLER.....	12
DERRICKPERSON AND RIGGER .....	14
DIVER.....	14
DOCKBUILDER - PILE DRIVER .....	15
DRIVER: TRUCK (TEAMSTER) .....	16
ELECTRICIAN .....	18
ELECTRICIAN - ALARM TECHNICIAN .....	22
ELECTRICIAN-STREET LIGHTING WORKER.....	23
ELEVATOR CONSTRUCTOR.....	24
ELEVATOR REPAIR & MAINTENANCE .....	25
ENGINEER.....	26
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	31
ENGINEER - FIELD (BUILDING CONSTRUCTION).....	32
ENGINEER - FIELD (HEAVY CONSTRUCTION).....	33
ENGINEER - FIELD (STEEL ERECTION).....	34
ENGINEER - OPERATING .....	35
FLOOR COVERER .....	42
GLAZIER.....	43
GLAZIER - REPAIR & MAINTENANCE .....	44
HEAT AND FROST INSULATOR.....	45
HOUSE WRECKER .....	46
IRON WORKER - ORNAMENTAL .....	47
IRON WORKER - STRUCTURAL .....	48
LABORER.....	48
LANDSCAPING .....	49
MARBLE MECHANIC.....	51
MASON TENDER .....	52

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

MASON TENDER (INTERIOR DEMOLITION WORKER).....	53
METALLIC LATHER.....	54
MILLWRIGHT.....	55
MOSAIC MECHANIC.....	56
PAINTER.....	57
PAINTER - SIGN.....	57
PAINTER - STRIPER.....	58
PAINTER - STRUCTURAL STEEL.....	59
PAPERHANGER.....	60
PAVER AND ROADBUILDER.....	61
PLASTERER.....	63
PLASTERER - TENDER.....	63
PLUMBER.....	64
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE).....	65
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	66
PLUMBER: PUMP & TANK.....	67
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION).....	67
ROOFER.....	68
SANDBLASTER - STEAMBLASTER.....	69
SHEET METAL WORKER.....	70
SHEET METAL WORKER - SPECIALTY.....	71
SHIPYARD WORKER.....	72
SIGN ERECTOR.....	73
STEAMFITTER.....	74
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER.....	75
STONE MASON - SETTER.....	77
TAPER.....	78
TELECOMMUNICATION WORKER.....	79
TILE FINISHER.....	80
TILE LAYER - SETTER.....	80
TIMBERPERSON.....	81
TUNNEL WORKER.....	82
WELDER.....	84

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

**ASBESTOS HANDLER**

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

**Asbestos Handler**

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

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.45**

**Overtime**

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

Time and one half the regular rate for Sunday.

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

**Overtime Holidays**

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

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

**Paid Holidays**

None

(Local #78 and Local #12A)

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**BLASTER**

**Blaster**

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

Wage Rate per Hour: **\$45.70**

Supplemental Benefit Rate per Hour: **\$39.69**

**Blaster (Hydraulic)**

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

Wage Rate per Hour: **\$46.49**

Supplemental Benefit Rate per Hour: **\$39.69**

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

**Blaster - Trac Drill Hydraulic**

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

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

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

**Blaster - Operators of Jack Hammers**

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

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

**Blaster - Powder Carriers**

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

**Blaster - Hydraulic Trac Drill Chuck Tender**

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

**Blaster - Chuck Tender & Nipper**

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

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

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

**Overtime Description**

Magazine Keepers:

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

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

**All Other Employees:**

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

**Overtime**

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

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**BOILERMAKER**

**Boilermaker**

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

Wage Rate per Hour: **\$50.45**

Supplemental Benefit Rate per Hour: **\$41.31**

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

**Overtime Description**

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

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

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

### Overtime Holidays

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

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

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

Labor Day

### Paid Holidays

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

### Shift Rates

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

(Local #5)

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## BRICKLAYER

### Bricklayer

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

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

### Overtime

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.



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

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

### **Overtime Holidays**

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

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

### **Paid Holidays**

None

### **Shift Rates**

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

(Bricklayer District Council)

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## **CARPENTER - BUILDING COMMERCIAL**

### **Building Commercial**

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

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

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

### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Overtime Holidays**

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

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

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

**Paid Holidays**

None

**Shift Rates**

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

(Carpenters District Council)

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

**Heavy Construction Work**

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

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

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

(Carpenters District Council)

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## **CEMENT & CONCRETE WORKER**

### **Cement & Concrete Worker**

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

Wage Rate per Hour: **\$42.38**

Supplemental Benefit Rate per Hour: **\$26.17**

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

### **Overtime Description**

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

### **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

### **Shift Rates**

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

(Cement Concrete Workers District Council)

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## **CEMENT MASON**

### **Cement Mason**

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

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

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$39.80**

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

### **Overtime Description**

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

### **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

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

### **Shift Rates**

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

(Local #780)

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## **CORE DRILLER**

### **Core Driller**

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

Wage Rate per Hour: **\$35.71**

Supplemental Benefit Rate per Hour: **\$21.69**

### **Core Driller Helper**

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

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$21.69**

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

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$25.74  
Supplemental Benefit Rate per Hour: \$21.69

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.88  
Supplemental Benefit Rate per Hour: \$21.69

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

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$20.02  
Supplemental Benefit Rate per Hour: \$21.69

**Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

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

**Shift Rates**

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

(Carpenters District Council)

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

## DERRICKPERSON AND RIGGER

### Derrick Person & Rigger

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

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

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

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

### Overtime Description

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

### Overtime

Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

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

(Local #197)

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## DIVER

### Diver (Marine)

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

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

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

### Diver Tender (Marine)

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

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

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

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

### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

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

(Carpenters District Council)

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## DOCKBUILDER - PILE DRIVER

### Dockbuilder - Pile Driver

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

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### Overtime Holidays

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

New Year's Day

President's Day

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

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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**DRIVER: TRUCK (TEAMSTER)**

**Driver - Dump Truck**

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

Wage Rate per Hour: **\$38.86**

Supplemental Benefit Rate per Hour: **\$40.44**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.59

**Driver - Tractor Trailer**

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

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$41.70**

Supplemental Note: For over 40 hours worked: at time and one half - \$15.90; at double time - \$21.21

**Driver - Euclid & Turnapull Operator**

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

Wage Rate per Hour: **\$39.44**

Supplemental Benefit Rate per Hour: **\$41.70**

Supplemental Note: Over 40 hours worked: time and one half rate \$15.90, double time rate \$21.21

**Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

**Overtime**

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



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

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

### Overtime Holidays

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

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

### Paid Holidays

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

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### Driver Redi-Mix (Sand & Gravel)

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

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$38.60

Supplemental Note: Over 40 hours worked: time and one half rate \$13.53, double time rate \$18.04

### Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

### Overtime

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

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).  
President's Day  
Columbus Day  
Veteran's Day

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

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

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

**Paid Holidays**

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

(Local #282)

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**ELECTRICIAN**

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

**Electrician "A" (Regular Day)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

**Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$53.41

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

**Electrician "A" (Day Shift)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$47.54**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$50.03**

**Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$79.50**

Supplemental Benefit Rate per Hour: **\$50.86**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$81.00**

Supplemental Benefit Rate per Hour: **\$53.41**

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$62.19**

Supplemental Benefit Rate per Hour: **\$54.07**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$63.36**

Supplemental Benefit Rate per Hour: **\$56.94**

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$93.29**

Supplemental Benefit Rate per Hour: **\$57.97**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$95.04**

Supplemental Benefit Rate per Hour: **\$60.91**

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$69.66**

Supplemental Benefit Rate per Hour: **\$59.59**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$70.97**

Supplemental Benefit Rate per Hour: **\$62.78**

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

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$104.49**

Supplemental Benefit Rate per Hour: **\$63.96**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$106.46**

Supplemental Benefit Rate per Hour: **\$67.23**

**Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:

Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$23.63. Effective 5/13/2015 - \$24.39.

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**Electrician "M" (First 8 hours)**

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

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

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$27.00**

Supplemental Benefit Rate per Hour: **\$20.32**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$26.30**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$19.96**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$22.50**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$18.06**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$20.82**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$26.80**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$20.46**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$23.00**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$18.56**

### **Electrician "M" (Overtime After First 8 hours)**

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

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$22.01**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$39.45**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$21.61**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$33.75**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$19.47**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$41.25**

Supplemental Benefit Rate per Hour: **\$22.54**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$40.20**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$22.14**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$34.50**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$20.00**

### **Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

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

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #3)

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**ELECTRICIAN - ALARM TECHNICIAN**

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

**Alarm Technician**

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

Wage Rate per Hour: **\$30.40**

Supplemental Benefit Rate per Hour: **\$13.90**

Supplemental Note: \$12.40 only after 8 hours worked in a day

**Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

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

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

**Shift Rates**

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

**Vacation**

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

Sick Days:  
One day per Year

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2014 - 5/19/2015  
Wage Rate per Hour: **\$53.00**  
Supplemental Benefit Rate per Hour: **\$49.34**

Effective Period: 5/20/2015 - 6/30/2015  
Wage Rate per Hour: **\$54.00**  
Supplemental Benefit Rate per Hour: **\$51.86**

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2014 - 5/19/2015  
Wage Rate per Hour: **\$40.18**  
Supplemental Benefit Rate per Hour: **\$37.73**

Effective Period: 5/20/2015 - 6/30/2015  
Wage Rate per Hour: **\$40.93**  
Supplemental Benefit Rate per Hour: **\$39.46**

**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2014 - 5/19/2015  
Wage Rate per Hour: **\$34.40**  
Supplemental Benefit Rate per Hour: **\$34.00**

Effective Period: 5/20/2015 - 6/30/2015  
Wage Rate per Hour: **\$35.05**  
Supplemental Benefit Rate per Hour: **\$35.51**

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

### Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### Overtime Holidays

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

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

### Paid Holidays

None

(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate per Hour: \$58.23

Supplemental Benefit Rate per Hour: \$29.47

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: \$59.55

Supplemental Benefit Rate per Hour: \$31.07

### Overtime Description

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

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

### Overtime



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

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

**Paid Holidays**

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

**Vacation**

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

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

**Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate per Hour: \$46.00  
Supplemental Benefit Rate per Hour: \$28.78

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate per Hour: \$46.92  
Supplemental Benefit Rate per Hour: \$30.91

**Overtime Description**

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

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

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

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

### Vacation

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

(Local #1)

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## ENGINEER

### Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

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

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$97.68**

### Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

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

Wage Rate per Hour: **\$59.24**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$94.78**

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

**Engineer - Heavy Construction Operating Engineer III**

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

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

Wage Rate per Hour: **\$56.22**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

Shift Wage Rate: **\$89.95**

**Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

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

Wage Rate per Hour: **\$58.97**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

Shift Wage Rate: **\$94.35**

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

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

Wage Rate per Hour: **\$77.30**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

Shift Wage Rate: **\$123.68**

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

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

Wage Rate per Hour: **\$39.10**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

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

Shift Wage Rate: \$62.56

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

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

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

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

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

**Engineer - Heavy Construction Oilers II**

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

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

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

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

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

**Engineer - Steel Erection Oiler I**

On a Truck Crane

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

Wage Rate per Hour: \$53.43

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

Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime  
Shift Wage Rate: **\$85.49**

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$40.84**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime  
Shift Wage Rate: **\$65.34**

**Overtime Description**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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**Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$54.04**

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

Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$42.10**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$51.40**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$38.31**  
Supplemental Benefit Rate per Hour: **\$31.93**  
Supplemental Note: \$57.46 on overtime

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day

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

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

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

### Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

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## ENGINEER - CITY SURVEYOR AND CONSULTANT

### Party Chief

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

Wage Rate per Hour: **\$35.55**

Supplemental Benefit Rate per Hour: **\$17.65**

### Instrument Person

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

Wage Rate per Hour: **\$29.41**

Supplemental Benefit Rate per Hour: **\$17.65**

### Rodperson

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

Wage Rate per Hour: **\$25.54**

Supplemental Benefit Rate per Hour: **\$17.65**

### Overtime Description

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### Paid Holidays

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

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

**Christmas Day**

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

(Operating Engineer Local #15-D)

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

**Field Engineer - BC Party Chief**

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

Wage Rate per Hour: **\$55.40**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Field Engineer - BC Instrument Person**

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

Wage Rate per Hour: **\$43.10**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Field Engineer - BC Rodperson**

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

Wage Rate per Hour: **\$27.96**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

**Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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



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

(Operating Engineer Local #15-D)

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

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$62.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

**Overtime Description**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

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## **ENGINEER - FIELD (STEEL ERECTION)**

### **Field Engineer - Steel Erection Party Chief**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$58.50**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### **Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.53**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

### **Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$30.43**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

## **Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

## **Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

## **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

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## **ENGINEER - OPERATING**

### **Operating Engineer - Road & Heavy Construction I**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$67.70**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$108.32**

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.10**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: 51.75 overtime hours

Shift Wage Rate: **\$112.16**

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$72.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$115.74**

### **Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.63**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$113.01**

### **Operating Engineer - Road & Heavy Construction V**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$69.23**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$110.77**

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$65.76**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$105.22**

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$53.08**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$84.93**

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$41.18**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$51.93**

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$62.53**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$100.05**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$57.46

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$91.94

**Operating Engineer - Road & Heavy Construction XI**

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$71.41

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$66.45

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$106.32

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$64.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.94

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$61.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$98.45

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Road & Heavy Construction XV**

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$66.30**

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$58.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$93.98**

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$59.21**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$94.74**

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$85.00**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$136.00**

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$65.76**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$105.22**

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$64.04**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$102.46**

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$54.17**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours  
Shift Wage Rate: **\$86.67**

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$70.32**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$41.76**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$56.16**  
Supplemental Benefit Rate per Hour: **\$28.60**  
Supplemental Note: \$51.75 overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$73.37**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$117.39**

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.50**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$112.80**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.84**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$66.94**

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.85**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$63.76**

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$57.82**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.28**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$65.83**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$69.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$64.26**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$63.58**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

**Operating Engineer - Building Work VII**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Rack & Pinion and House Cars**

**Effective Period: 7/1/2014 - 6/30/2015**

**Wage Rate per Hour: \$50.53**

**Supplemental Benefit Rate per Hour: \$28.60**

**Supplemental Note: \$51.75 overtime hours**

**For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31**

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

**Shift Rates**

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

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**FLOOR COVERER**

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

**Floor Coverer**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$49.88**

Supplemental Benefit Rate per Hour: **\$44.10**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### **Shift Rates**

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

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## **GLAZIER**

**(New Construction, Remodeling, and Alteration)**

### **Glazier**

Effective Period: 7/1/2014 - 10/31/2014

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$35.09**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$43.59**

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.85**

Supplemental Benefit Rate per Hour: **\$35.59**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Supplemental Benefit Overtime Rate: \$44.09

### Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

### Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

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## GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

### Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Double time the regular rate for Sunday.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

(Local #1281)

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**HEAT AND FROST INSULATOR**

**Heat & Frost Insulator**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$56.98  
Supplemental Benefit Rate per Hour: \$34.81

**Overtime Description**

Double time shall be paid for supplemental benefits during overtime work.  
8th hour paid at time and one half.

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Triple time the regular rate for work on the following holiday(s).  
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Paid Holidays**

None

**Shift Rates**

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)**

**House Wrecker - Tier A**

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$34.51**

Supplemental Benefit Rate per Hour: **\$25.59**

**House Wrecker - Tier B**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$24.02**

Supplemental Benefit Rate per Hour: **\$19.12**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.70**

Supplemental Benefit Rate per Hour: **\$45.77**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Overtime Description**

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

**Overtime**

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## **IRON WORKER - STRUCTURAL**

### **Iron Worker - Structural**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$47.75**

Supplemental Benefit Rate per Hour: **\$65.35**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### **Overtime Description**

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### **Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

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## **LABORER**

**(Foundation, Concrete, Excavating, Street Pipe Layer and Common)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Laborer**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.85**

Supplemental Benefit Rate per Hour: **\$34.88**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

Labor Day

Thanksgiving Day

**Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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**LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

**Landscaper (Above 6 years experience)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$25.75  
Supplemental Benefit Rate per Hour: \$13.80

**Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$24.75  
Supplemental Benefit Rate per Hour: \$13.80

**Landscaper (up to 3 years experience)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.25  
Supplemental Benefit Rate per Hour: \$13.80

**Groundperson**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.25  
Supplemental Benefit Rate per Hour: \$13.80

**Tree Remover / Pruner**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$30.75  
Supplemental Benefit Rate per Hour: \$13.80

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$20.75  
Supplemental Benefit Rate per Hour: \$13.80

**Watering - Plant Maintainer**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$15.75  
Supplemental Benefit Rate per Hour: \$13.80

**Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular rate for work on a holiday plus the day's pay.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Paid Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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**MARBLE MECHANIC**

**Marble Setter**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$50.85**

Supplemental Benefit Rate per Hour: **\$34.21**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$51.15**

Supplemental Benefit Rate per Hour: **\$34.87**

**Marble Finisher**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$39.99**

Supplemental Benefit Rate per Hour: **\$33.34**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$40.26**

Supplemental Benefit Rate per Hour: **\$33.90**

**Marble Polisher**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$35.96**

Supplemental Benefit Rate per Hour: **\$25.92**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$36.25**

Supplemental Benefit Rate per Hour: **\$26.28**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

### Overtime

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

None

(Local #7)

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## MASON TENDER

### Mason Tender

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$26.74

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**  
None

**Shift Rates**

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

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**MASON TENDER (INTERIOR DEMOLITION WORKER)**  
(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

**Mason Tender Tier A**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$34.99**  
Supplemental Benefit Rate per Hour: **\$21.10**

**Mason Tender Tier B**

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$24.18**  
Supplemental Benefit Rate per Hour: **\$15.42**

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Local #79)

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**METALLIC LATHER**

**Metallic Lather**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.03

Supplemental Benefit Rate per Hour: \$41.07

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

**Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.44

Supplemental Benefit Rate per Hour: \$50.52

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.23**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.56 per hour.

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 per hour.

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 per hour.

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

(Local #7)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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## **PAINTER**

### **Painter - Brush & Roller**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

### **Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(District Council of Painters #9)

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## **PAINTER - SIGN**

### **Designer**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.15**

Supplemental Benefit Rate per Hour: **\$9.66**

### **Journey person**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

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## PAINTER - STRIPER

### Striper (paint)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35 New Hire Rate (0-3 months) - \$0.00

### Lineperson (thermoplastic)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35; New Hire Rate (0-3 months) - \$0.00

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### **Shift Rates**

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

### **Vacation**

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

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## **PAINTER - STRUCTURAL STEEL**

### **Painters on Structural Steel**

Effective Period: 7/1/2014 - 9/30/2014

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$33.58**

Effective Period: 10/1/2014 - 6/30/2015

Wage Rate per Hour: **\$48.75**

Supplemental Benefit Rate per Hour: **\$34.58**

### **Painter - Power Tool**

Effective Period: 7/1/2014 - 9/30/2014

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$33.58**

Effective Period: 10/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$54.75**

Supplemental Benefit Rate per Hour: **\$34.58**

**Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

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**PAPERHANGER**

**Paperhanger**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.08**

Supplemental Benefit Rate per Hour: **\$29.23**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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**PAVER AND ROADBUILDER**

**Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.19**

Supplemental Benefit Rate per Hour: **\$35.15**

**Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.32**

Supplemental Benefit Rate per Hour: **\$35.15**

**Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.24**

Supplemental Benefit Rate per Hour: **\$35.15**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.73**

Supplemental Benefit Rate per Hour: **\$35.15**

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamber, AC paint and liquid tar work.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$35.15**

**Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

**Shift Rates**

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 15% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## PLASTERER

### Plasterer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.43

Supplemental Benefit Rate per Hour: \$27.95

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

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## PLASTERER - TENDER

### Plasterer - Tender

Effective Period: 7/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.53**

Supplemental Benefit Rate per Hour: **\$26.31**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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## **PLUMBER**

### **Plumber**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$65.27**

Supplemental Benefit Rate per Hour: **\$25.78**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$51.28**

### **Plumber - Temporary Services**

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$52.24**

Supplemental Benefit Rate per Hour: **\$20.20**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

### Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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## PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

### Plumber

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.27**

Supplemental Benefit Rate per Hour: **\$12.84**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Plumbers Local # 1)

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**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME  
CONSTRUCTION)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$18.79

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

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**PLUMBER: PUMP & TANK**  
**Oil Trades (Installation and Maintenance)**

**Plumber - Pump & Tank**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$62.83**

Supplemental Benefit Rate per Hour: **\$21.37**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

**Pointer - Waterproofer, Caulker Mechanic**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$47.41**

Supplemental Benefit Rate per Hour: **\$24.40**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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## **ROOFER**

### **Roofer**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.70**

Supplemental Benefit Rate per Hour: **\$28.67**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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**SANDBLASTER - STEAMBLASTER  
(Exterior Building Renovation)**

**Sandblaster / Steamblaster**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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## **SHEET METAL WORKER**

### **Sheet Metal Worker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.21**

Supplemental Benefit Rate per Hour: **\$43.89**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Sheet Metal Worker - Fan Maintenance**

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.97**

Supplemental Benefit Rate per Hour: **\$43.89**

### **Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## **Paid Holidays**

None

## **Shift Rates**

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.  
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

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## **SHEET METAL WORKER - SPECIALTY (Decking & Siding)**

### **Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.78**

Supplemental Benefit Rate per Hour: **\$23.38**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

## **Paid Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

None

(Local #28)

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## **SHIPYARD WORKER**

### **Shipyard Mechanic - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$23.83**

Supplemental Benefit Rate per Hour: **\$2.87**

### **Shipyard Mechanic - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$15.44**

Supplemental Benefit Rate per Hour: **\$2.54**

### **Shipyard Laborer - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$2.69**

### **Shipyard Laborer - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$12.36**

Supplemental Benefit Rate per Hour: **\$2.43**

### **Shipyard Dockhand - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$22.68**

Supplemental Benefit Rate per Hour: **\$2.82**

### **Shipyard Dockhand - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$14.22**

Supplemental Benefit Rate per Hour: **\$2.50**

### **Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Based on Survey Data

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**SIGN ERECTOR**  
**(Sheet Metal, Plastic, Electric, and Neon)**

**Sign Erector**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$44.20**  
Supplemental Benefit Rate per Hour: **\$44.10**

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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## STEAMFITTER

### Steamfitter I

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$53.25**

Supplemental Benefit Rate per Hour: **\$51.04**

Supplemental Note: Overtime supplemental benefit rate: **\$101.34**

### Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

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### Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

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## STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

### Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Refrigeration and Air Conditioner Service Person V**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$31.47**

Supplemental Benefit Rate per Hour: **\$11.55**

**Refrigeration and Air Conditioner Service Person IV**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$26.07**

Supplemental Benefit Rate per Hour: **\$10.52**

**Refrigeration and Air Conditioner Service Person III**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$22.38**

Supplemental Benefit Rate per Hour: **\$9.76**

**Refrigeration and Air Conditioner Service Person II**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$18.56**

Supplemental Benefit Rate per Hour: **\$9.06**

**Refrigeration and Air Conditioner Service Person I**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$13.57**

Supplemental Benefit Rate per Hour: **\$8.30**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Columbus Day

### **Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #638B)

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## **STONE MASON - SETTER**

### **Stone Mason - Setters**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.56**

Supplemental Benefit Rate per Hour: **\$36.40**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

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## TAPER

### Drywall Taper

Effective Period: 7/1/2014 - 12/30/2014

Wage Rate per Hour: **\$45.32**

Supplemental Benefit Rate per Hour: **\$22.66**

Effective Period: 12/31/2014 - 6/30/2015

Wage Rate per Hour: **\$45.82**

Supplemental Benefit Rate per Hour: **\$22.66**

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

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**TELECOMMUNICATION WORKER  
(Voice Installation Only)**

**Telecommunication Worker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.18**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

**Shift Rates**

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Vacation**

After 6 months.....one week.  
After 12 months but less than 7 years.....two weeks.  
After 7 or more but less than 15 years.....three weeks.  
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

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**TILE FINISHER**

**Tile Finisher**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.80**

Supplemental Benefit Rate per Hour: **\$28.03**

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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**TILE LAYER - SETTER**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Tile Layer - Setter**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$32.36

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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**TIMBERPERSON**

**Timberperson**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.33

Supplemental Benefit Rate per Hour: \$45.39

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

**Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$50.42  
Supplemental Benefit Rate per Hour: \$44.92

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$43.94  
Supplemental Benefit Rate per Hour: \$42.55

**Blasters (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$51.72  
Supplemental Benefit Rate per Hour: \$46.03

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$49.48  
Supplemental Benefit Rate per Hour: \$44.06

**All Others (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$45.73  
Supplemental Benefit Rate per Hour: \$40.75

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$39.58  
Supplemental Benefit Rate per Hour: \$35.25

**Overtime Description**

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.  
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #147)

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**WELDER  
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE  
PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**220 APPRENTICESHIP PREVAILING WAGE SCHEDULE**

**APPENDIX**

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

## TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER.....	3
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER.....	5
CEMENT MASON.....	6
CEMENT AND CONCRETE WORKER.....	6
DERRICKPERSON & RIGGER (STONE).....	7
DOCKBUILDER/PILE DRIVER.....	8
ELECTRICIAN.....	8
ELEVATOR CONSTRUCTOR.....	11
ELEVATOR REPAIR & MAINTENANCE.....	12
ENGINEER.....	13
ENGINEER - OPERATING.....	14
FLOOR COVERER.....	14
GLAZIER.....	15
HEAT & FROST INSULATOR.....	16
HOUSE WRECKER.....	17
IRON WORKER - ORNAMENTAL.....	17
IRON WORKER - STRUCTURAL.....	18
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)....	19
MARBLE MECHANICS.....	19
MASON TENDER.....	21
METALLIC LATHER.....	21
MILLWRIGHT.....	22
PAVER AND ROADBUILDER.....	23
PAINTER.....	24
PAINTER - STRUCTURAL STEEL.....	24
PLASTERER.....	25
PLUMBER.....	26
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION) .	27
ROOFER.....	27
SHEET METAL WORKER.....	28
SIGN ERECTOR.....	29
STEAMFITTER.....	31
STONE MASON - SETTER.....	31
TAPER.....	32
TILE LAYER - SETTER.....	33
TIMBERPERSON.....	33

**ASBESTOS HANDLER**

**(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)**

**Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 78% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

**Asbestos Handler (Second 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

**Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 83% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

**Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 89% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$15.45

(Local #78)

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**BOILERMAKER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Boilermaker (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$29.74

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.40

**Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$33.05

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$34.69

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$36.34

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$38.00

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

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**BRICKLAYER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's rate



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$17.10

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

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**CARPENTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$30.25

**Carpenter (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$30.25

**Carpenter (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$30.25

**Carpenter (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$30.25

(Carpenters District Council)

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**CEMENT MASON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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**CEMENT AND CONCRETE WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Cement & Concrete Worker (0 - 500 hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$18.04

**Cement & Concrete Worker (501 - 1000 hours)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$18.87

**Cement & Concrete Worker (1001 - 2000 hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$24.25

**Cement & Concrete Worker (2001 - 4000 hours)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

**Derrickperson & Rigger (stone) - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #197)

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**DOCKBUILDER/PILE DRIVER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.26

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.26

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.26

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.26

(Carpenters District Council)

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**ELECTRICIAN**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$12.50  
Supplemental Benefit Rate per Hour: \$11.10  
Overtime Supplemental Rate Per Hour: \$11.93

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$13.00  
Supplemental Benefit Rate per Hour: \$11.61  
Overtime Supplemental Rate Per Hour: \$12.47

**Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$13.50  
Supplemental Benefit Rate per Hour: \$11.62  
Overtime Supplemental Rate Per Hour: \$12.51

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$14.00  
Supplemental Benefit Rate per Hour: \$12.12  
Overtime Supplemental Rate Per Hour: \$13.04

**Electrician (Second Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$14.50  
Supplemental Benefit Rate per Hour: \$12.13  
Overtime Supplemental Rate Per Hour: \$13.08

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$15.00  
Supplemental Benefit Rate per Hour: \$12.63  
Overtime Supplemental Rate Per Hour: \$13.62

**Electrician (Second Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$15.50  
Supplemental Benefit Rate per Hour: \$12.64  
Overtime Supplemental Rate Per Hour: \$13.66

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$16.00  
Supplemental Benefit Rate per Hour: \$13.14  
Overtime Supplemental Rate Per Hour: \$14.19

**Electrician (Third Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: \$16.50  
Supplemental Benefit Rate per Hour: \$13.15  
Overtime Supplemental Rate Per Hour: \$14.23

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: \$17.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$13.65**  
Overtime Supplemental Rate Per Hour: **\$14.77**

**Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: **\$17.50**  
Supplemental Benefit Rate per Hour: **\$13.65**  
Overtime Supplemental Rate Per Hour: **\$14.81**

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: **\$18.00**  
Supplemental Benefit Rate per Hour: **\$14.16**  
Overtime Supplemental Rate Per Hour: **\$15.34**

**Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: **\$18.50**  
Supplemental Benefit Rate per Hour: **\$14.16**  
Overtime Supplemental Rate Per Hour: **\$15.38**

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: **\$19.00**  
Supplemental Benefit Rate per Hour: **\$14.67**  
Overtime Supplemental Rate Per Hour: **\$15.92**

**Electrician (Fourth Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: **\$20.50**  
Supplemental Benefit Rate per Hour: **\$15.18**  
Overtime Supplemental Rate Per Hour: **\$16.53**

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: **\$21.00**  
Supplemental Benefit Rate per Hour: **\$15.68**  
Overtime Supplemental Rate Per Hour: **\$17.07**

**Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)**

Effective Period: 7/1/2014 - 5/12/2015  
Wage Rate per Hour: **\$22.50**  
Supplemental Benefit Rate per Hour: **\$18.06**  
Overtime Supplemental Rate Per Hour: **\$19.47**

Effective Period: 5/13/2015 - 6/30/2015  
Wage Rate per Hour: **\$23.00**  
Supplemental Benefit Rate per Hour: **\$18.56**  
Overtime Supplemental Rate Per Hour: **\$20.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$27.00**

Supplemental Benefit Rate per Hour: **\$20.32**

Overtime Supplemental Rate Per Hour: **\$22.01**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$20.82**

Overtime Supplemental Rate Per Hour: **\$22.54**

**Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$26.30**

Supplemental Benefit Rate per Hour: **\$19.96**

Overtime Supplemental Rate Per Hour: **\$21.61**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$26.80**

Supplemental Benefit Rate per Hour: **\$20.46**

Overtime Supplemental Rate Per Hour: **\$22.14**

**Overtime Description**

Overtime Wage paid at time and one half the regular rate

For "A" rated Apprentices (work in excess of 7 hours per day)

For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

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**ELEVATOR CONSTRUCTOR**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)**

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: **\$25.46**

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: **\$26.94**

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.86

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.35

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$26.66

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.17

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$27.46

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.00

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$24.85

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$26.87

**Elevator Service/Modernization Mechanic (Second Year)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$25.24

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$27.27

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$26.02

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$28.08

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2014 - 3/16/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$26.81

Effective Period: 3/17/2015 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$28.89

(Local #1)

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**ENGINEER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.49  
Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$28.11  
Supplemental Benefit Rate per Hour: \$20.68

**Engineer - Third Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$20.92**  
Supplemental Benefit Rate per Hour: **\$20.68**

**Engineer - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$33.73**  
Supplemental Benefit Rate per Hour: **\$20.68**

(Local #15)

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**ENGINEER - OPERATING**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)**

**Operating Engineer - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour 40% of Journeyman's Rate  
Supplemental Benefit Per Hour: **\$18.60**

**Operating Engineer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's Rate  
Supplemental Benefit Per Hour: **\$18.60**

**Operating Engineer - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's Rate  
Supplemental Benefit Per Hour: **\$18.60**

(Local #14)

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**FLOOR COVERER**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Floor Coverer (First Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.25

**Floor Coverer (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.25

**Floor Coverer (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.25

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.25

(Carpenters District Council)

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**GLAZIER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Glazier (First Year)**

Effective Period: 7/1/2014 - 10/31/2014  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.97

Effective Period: 11/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$13.12

**Glazier (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$22.25

**Glazier (Third Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 10/31/2014  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$24.75

Effective Period: 11/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.10

**Glazier (Fourth Year)**

Effective Period: 7/1/2014 - 10/31/2014  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.87

Effective Period: 11/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.02

(Local #1281)

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**HEAT & FROST INSULATOR  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

**HOUSE WRECKER  
(TOTAL DEMOLITION)  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**House Wrecker - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$20.52**  
Supplemental Benefit Rate per Hour: **\$16.60**

**House Wrecker - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$21.67**  
Supplemental Benefit Rate per Hour: **\$16.60**

**House Wrecker - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$23.27**  
Supplemental Benefit Rate per Hour: **\$16.60**

**House Wrecker - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$25.83**  
Supplemental Benefit Rate per Hour: **\$16.60**

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Iron Worker (Ornamental) - 1st Ten Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: **\$35.15**

**Iron Worker (Ornamental) - 11 -16 Months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.21

**Iron Worker (Ornamental) - 17 - 22 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.27

**Iron Worker (Ornamental) - 23 - 28 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$39.40

**Iron Worker (Ornamental) - 29 - 36 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.52

(Local #580)

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**IRON WORKER - STRUCTURAL**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$24.98  
Supplemental Benefit Rate per Hour: \$45.53

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$25.58  
Supplemental Benefit Rate per Hour: \$45.53

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$26.18  
Supplemental Benefit Rate per Hour: \$45.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**

**(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.88

(Local #731)

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**MARBLE MECHANICS**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Polishers & Finishers - Fourth 750 Hours**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

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**MASON TENDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.99

Supplemental Benefit Rate per Hour: \$17.86

**Mason Tender - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.14

Supplemental Benefit Rate per Hour: \$17.86

**Mason Tender - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.84

Supplemental Benefit Rate per Hour: \$17.86

**Mason Tender - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$17.86

(Local #79)

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**METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metallic Lather (First Year -Called Prior to 6/29/11)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$28.11  
Supplemental Benefit Rate per Hour: \$22.79

**Metallic Lather (Second Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$32.71  
Supplemental Benefit Rate per Hour: \$24.44

**Metallic Lather (Third Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$37.77  
Supplemental Benefit Rate per Hour: \$25.59

**Metallic Lather (First Year -Called On Or After 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$17.71  
Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Second Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.81  
Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Third Year - Called On Or After 6/29/11)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$27.91  
Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

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**MILLWRIGHT**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Millwright (First Year)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$26.64

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$32.84

**Millwright (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.49

Supplemental Benefit Rate per Hour: \$36.18

**Millwright (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.33

Supplemental Benefit Rate per Hour: \$40.66

**Millwright (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.02

Supplemental Benefit Rate per Hour: \$46.24

(Local #740)

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**PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.61

Supplemental Benefit Rate per Hour: \$16.50

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.22

Supplemental Benefit Rate per Hour: \$16.50

(Local #1010)

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**PAINTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

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**PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

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**PLASTERER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.76

**Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.24

**Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.21

**Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.29

**Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.46

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$22.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #530)

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**PLUMBER**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$0.71**

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$2.96**

**Plumber - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$23.87**

Supplemental Benefit Rate per Hour: **\$11.46**

**Plumber - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$25.97**

Supplemental Benefit Rate per Hour: **\$11.46**

**Plumber - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$28.82**

Supplemental Benefit Rate per Hour: **\$11.46**

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$30.22**

Supplemental Benefit Rate per Hour: **\$11.46**

**Plumber - Fifth Year: 2nd Six Months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$11.46

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING  
RENOVATION)**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Pointer - Waterproofer, Caulker Mechanic - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$4.75

**Pointer - Waterproofer, Caulker Mechanic - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

**Pointer - Waterproofer, Caulker Mechanic - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

**Pointer - Waterproofer, Caulker Mechanic - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

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**ROOFER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Rofer - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

**Rofer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Rofer - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Rofer - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

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**SHEET METAL WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 25% of Journeyman's rate

Supplemental Rate Per Hour: \$6.15

**Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$16.21

**Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyman's rate

Supplemental Rate Per Hour: \$22.23

**Sheet Metal Worker (31-36 Months)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$26.16

**Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.13

**Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.09

**Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.07

**Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$36.03

(Local #28)

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**SIGN ERECTOR**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$5.96

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$6.75

**Sign Erector - Second Year: 1st Six Months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$7.55

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$8.34

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.13

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.92

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$10.72

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$11.51

**Sign Erector - Fifth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

**Sign Erector - Sixth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

(Local #137)

## **STEAMFITTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Steamfitter - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

### **Steamfitter - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

### **Steamfitter - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

### **Steamfitter - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

### **Steamfitter - Fifth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

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## **STONE MASON - SETTER**

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

### **Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fourth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 100% of Journeyperson's rate  
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

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**TAPER**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Drywall Taper - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1974)

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**TILE LAYER - SETTER**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015  
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

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**TIMBERPERSON**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Timberperson - First Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

**Timberperson - Second Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

**Timberperson - Third Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

**Timberperson - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.89

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

LABOR LAW §230 AND  
NYC ADMINISTRATIVE CODE §6-130 BUILDING SERVICE EMPLOYEES

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PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES ON NYC CONTRACTS PURSUANT  
TO LABOR LAW §230 ET SEQ.

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. In accordance with Labor Law §230 et seq. the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on New York City public building service contracts in excess of \$1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 234 (1). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City building services contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on building services contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to building services contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City building services contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on building services contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

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PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES IN NEW YORK CITY LEASED OR  
FINANCIALLY ASSISTED FACILITIES PURSUANT TO NYC ADMINISTRATIVE CODE § 6-130

Covered landlords & covered financial assistance recipients shall ensure that all building service employees performing building service work at the premises to which a lease or financial assistance pertains are paid no less than the prevailing wage listed in the Labor Law §230 Prevailing Wage Schedule.

Covered Landlords include:

Businesses (other than not-for-profit organizations) leasing to New York City agencies

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE**

commercial office space or commercial office facilities of 10,000 square feet or more where the City leases or rents no less than 51% of the total square footage of the building to which the lease applies (no less than 80% in Staten Island or in an area not defined as an exclusion area pursuant to section 421-a of the real property tax law on the date of enactment of the local law).

**Covered Financial Assistance Recipients include:**

Businesses (other than not-for-profit organizations) with annual gross revenues of five million dollars or more who have received financial assistance from the City of New York (as defined in New York City Administrative Code §6-130) with a total value of one million dollars or more.

**Exemptions:** Business Improvement Districts and employers with manufacturing operations at the premises to which the financial assistance pertains.

The information is intended to assist you in meeting your prevailing wage obligation. You should consult New York City Administrative Code §6-130 to determine whether you are covered by this prevailing wage law. New York City Administrative Code § 6-130 requires the City to maintain an updated list of covered landlords and financial assistance recipients who are subject to the prevailing wage requirement.

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Labor Law § 231 (6) and NYC Administrative Law §6-130 requires contractors to post on the site of the work a current copy of this schedule of wages and supplements.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). Contractors must pay the wages and supplements in effect when the building service employee performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov).

Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

Some of the rates in this schedule are based on collective bargaining agreements. 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.

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.

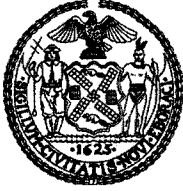


OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE



THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
BUREAU OF LABOR LAW  
1 CENTRE STREET  
NEW YORK, NY 10007

SCOTT M. STRINGER  
COMPTROLLER

If you are a Covered Building Service Employee and you have been paid less than the Prevailing Wage and Benefits, please contact us at 212-669-4443 or download our complaint form from our website at [WWW.COMPTROLLER.NYC.GOV](http://WWW.COMPTROLLER.NYC.GOV) (click on the Bureau of Labor Law).

Si es un empleado de servicios a edificios elegible y recibió menos del sueldo prevalente y beneficios, por favor contáctenos en 212-669-4443 o descarga un formulario de reclamo del sitio del Internet [WWW.COMPTROLLER.NYC.GOV](http://WWW.COMPTROLLER.NYC.GOV) (opreme "Oficina de Derecho Laboral").

Wasył Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

**TABLE OF CONTENTS**

<b><u>CLASSIFICATION</u></b>	<b><u>PAGE</u></b>
BOILER SERVICEPERSON/TANK CLEANER MECHANIC (LOW PRESSURE).....	6
BUILDING CLEANER AND MAINTAINER (OFFICE).....	6
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL).....	11
BUILDING HVAC SERVICES OPERATOR.....	12
CLEANER (PARKING GARAGE).....	13
FUEL OIL.....	13
GARDENER.....	15
LOCKSMITH.....	16
MEDICAL WASTE REMOVAL.....	16
MOVER - OFFICE FURNITURE AND EQUIPMENT.....	17
REFUSE REMOVER.....	18
SECURITY GUARD (ARMED).....	18
SECURITY GUARD (UNARMED).....	20
WINDOW CLEANER.....	22

**BOILER SERVICEPERSON/TANK CLEANER MECHANIC (LOW PRESSURE)**

**Boiler Service Person/Tank Cleaner Mechanic (Low Pressure)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$11.00

Supplemental Benefit Rate per Hour: \$7.15

**Overtime Description**

Work in excess of 8 hours performed on a Sunday or Holiday shall be paid two and one half times the regular rate.

**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.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Employee's Birthday

**Vacation**

- 1 year service.....five (5) days
- 3 years service or more.....ten (10) days
- 8 years service or more.....fifteen (15) days
- 13 years service or more.....twenty (20) days

**SICK LEAVE:**

- 1-2 years employment.....4 days
- 2-3 years employment.....5 days
- 3-4 years employment.....6 days
- 4-5 years employment.....8 days
- 6 years or more employment.....10 days

(Local #32 B/J)

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**BUILDING CLEANER AND MAINTAINER (OFFICE)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$230 PREVAILING WAGE SCHEDULE

**Office Building Class "A" Handyperson (Over 280,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.65**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.20**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

**Office Building Class "A" Foreperson, Starter (Over 280,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.54**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.09**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

**Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$23.42**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$23.92**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "B" Handyperson (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.62**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.17**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

**Office Building Class "B" Foreperson, Starter (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.50**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.05**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

**Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$23.39**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$23.89**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**NEW HIRE:** Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "C" Handyperson (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.57**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.12**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

**Office Building Class "C" Foreperson, Starter (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.46**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.01**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

**Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$23.35**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

**NEW HIRE:** Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE**

**Wage Rate per Hour: \$23.85**

**Supplemental Benefit Rate per Hour: \$10.46**

**Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13**

**NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.**

**Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.**

### **Overtime Description**

**Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.**

### **Overtime**

**Time and one half the regular rate after an 8 hour day.**

**Time and one half the regular rate for work on a holiday plus the day's pay.**

**Time and one half the regular hourly rate after 40 hours in any work week.**

### **Paid Holidays**

**New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day**

### **Vacation**

**Less than 6 months of work.....no vacation  
6 months of work.....three (3) days  
1 year of work.....ten (10) days  
5 years of work.....fifteen (15) days  
15 years of work.....twenty (20) days  
21 years of work.....twenty-one (21) days  
22 years of work.....twenty-two (22) days  
23 years of work.....twenty-three (23) days  
24 years of work.....twenty-four (24) days  
25 years or more of work.....twenty-five (25) days  
Plus two Personal Days per year.**

### **Sick Leave:**

**10 sick days per year.**

**Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.**

**(Local #32 B/J)**



## **BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

### **Residential Building Handyperson**

Effective Period: 7/1/2014 - 4/20/2015

Wage Rate per Hour: **\$24.26**

Supplemental Benefit Rate per Hour: **\$9.83**

Supplemental Note: for new employee 0-3 months of employment - \$0.00. Effective 1/1/2015 - \$10.38

Effective Period: 4/21/2015 - 6/30/2015

Wage Rate per Hour: **\$24.83**

Supplemental Benefit Rate per Hour: **\$10.38**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

### **Residential Building Cleaner/Porter, Doorperson, Elevator Operator**

Effective Period: 7/1/2014 - 4/20/2015

Wage Rate per Hour: **\$21.98**

Supplemental Benefit Rate per Hour: **\$9.83**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

Effective 1/1/2015 - \$10.38, for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

**NEW HIRE - Cleaner/Porter, Doorperson, Elevator Operator:** may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 4/21/2015 - 6/30/2015

Wage Rate per Hour: **\$22.51**

Supplemental Benefit Rate per Hour: **\$10.38**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

**NEW HIRE - Cleaner/Porter, Doorperson, Elevator Operator:** 0-21 months may be paid 75% of the hourly wage rate published above, 22-42 months may be paid 85% of the hourly wage rate published above. Upon completion of 42 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

### **Overtime Description**

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 hours in any work week.

### **Paid Holidays**

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Christmas Day

**Vacation**

6 months.....three (3) days  
1 year.....ten (10) days  
5 years.....fifteen (15) days  
15 years.....twenty (20) days  
21 years.....twenty-one (21) days  
22 years.....twenty-two (22) days  
23 years.....twenty-three (23) days  
24 years.....twenty-four (24) days  
25 years.....twenty-five (25) days  
Plus two Personal Days per year.

**SICK LEAVE**

After 1 year of service.....ten (10) days per year

(Local #32 B/J)

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**BUILDING HVAC SERVICES OPERATOR**

**Engineer (Refrigeration)**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$36.73**  
Supplemental Benefit Rate per Hour: **\$16.35**

**Fireperson**

Fireperson (Helper): Assist the Engineer

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: **\$28.60**  
Supplemental Benefit Rate per Hour: **\$15.97**

Please note that the NYC Comptroller's Office does not publish rates for the Stationary Engineer title.

**Overtime Description**

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Paid Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Plus six (6) floating Holidays

**Vacation**

6 months ..... three (3) days  
1 year ..... ten (10) days  
5 years ..... fifteen (15) days  
15 years ..... twenty (20) days  
21 years ..... twenty-one (21) days  
22 years ..... twenty-two (22) days  
23 years ..... twenty-three (23) days  
24 years ..... twenty-four (24) days  
25 years ..... twenty-five (25) days

(Local #94)

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**CLEANER (PARKING GARAGE)**

**Garage Cleaner**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$10.76  
Supplemental Benefit Rate per Hour: \$1.63

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**FUEL OIL**

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (5th Year and above)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 12/15/2014  
Wage Rate per Hour: **\$31.36**  
Supplemental Benefit Rate per Hour: **\$20.77**

Effective Period: 12/16/2014 - 6/30/2015  
Wage Rate per Hour: **\$31.86**  
Supplemental Benefit Rate per Hour: **\$21.27**

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (4th Year)**

Effective Period: 7/1/2014 - 12/15/2014  
Wage Rate per Hour: **\$28.75**  
Supplemental Benefit Rate per Hour: **\$20.77**

Effective Period: 12/16/2014 - 6/30/2015  
Wage Rate per Hour: **\$29.25**  
Supplemental Benefit Rate per Hour: **\$21.27**

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (3rd Year)**

Effective Period: 7/1/2014 - 12/15/2014  
Wage Rate per Hour: **\$26.75**  
Supplemental Benefit Rate per Hour: **\$20.77**

Effective Period: 12/16/2014 - 6/30/2015  
Wage Rate per Hour: **\$27.25**  
Supplemental Benefit Rate per Hour: **\$21.27**

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (2nd Year)**

Effective Period: 7/1/2014 - 12/15/2014  
Wage Rate per Hour: **\$24.75**  
Supplemental Benefit Rate per Hour: **\$20.77**

Effective Period: 12/16/2014 - 6/30/2015  
Wage Rate per Hour: **\$25.25**  
Supplemental Benefit Rate per Hour: **\$21.27**

**Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (1st Year)**

Effective Period: 7/1/2014 - 12/15/2014  
Wage Rate per Hour: **\$22.75**  
Supplemental Benefit Rate per Hour: **\$20.77**

Effective Period: 12/16/2014 - 6/30/2015  
Wage Rate per Hour: **\$23.25**  
Supplemental Benefit Rate per Hour: **\$21.27**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
Martin Luther King Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day

Triple time the regular rate for work on the following holiday(s).  
New Year's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Vacation**

Less than 75 days worked.....no vacation.  
75 days worked, but less than 110 days worked in a calendar year.....five (5) days the following year.  
110 days or more worked in a calendar year.....ten (10) days the following year.

**SICK LEAVE:**

1 day sick leave earned for each 40 days worked in the preceding calendar year for a maximum of five (5) days per calendar year.

(Local #553)

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**GARDENER**

**Gardener**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$17.57  
Supplemental Benefit Rate per Hour: \$1.63

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**LOCKSMITH**

**Locksmith**

Effective Period: 7/1/2014 - 6/30/2015  
Wage Rate per Hour: \$22.28  
Supplemental Benefit Rate per Hour: \$6.13

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**MEDICAL WASTE REMOVAL**

**Driver**

Effective Period: 7/1/2014 - 3/31/2015  
Wage Rate per Hour: \$18.76  
Supplemental Benefit Rate per Hour: \$9.47

Effective Period: 4/1/2015 - 6/30/2015  
Wage Rate per Hour: \$19.59  
Supplemental Benefit Rate per Hour: \$10.34

**Helper**

Effective Period: 7/1/2014 - 3/31/2015  
Wage Rate per Hour: \$15.01  
Supplemental Benefit Rate per Hour: \$9.47

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

Effective Period: 4/1/2015 - 6/30/2015  
Wage Rate per Hour: \$15.84  
Supplemental Benefit Rate per Hour: \$10.34

**Tractor Trailer Driver**

Effective Period: 7/1/2014 - 3/31/2015  
Wage Rate per Hour: \$21.26  
Supplemental Benefit Rate per Hour: \$9.47

Effective Period: 4/1/2015 - 6/30/2015  
Wage Rate per Hour: \$22.09  
Supplemental Benefit Rate per Hour: \$10.34

**Overtime Description**

Time and one half the regular hourly rate after an 8 hour day or after 40 hours in any work week. The seventh day of work in a workweek is paid at double time the regular hourly rate. Time and one half the regular hourly rate for work on a holiday plus days pay for below paid holidays.

**Paid Holidays**

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Vacation**

1 year of service but less than five years.....ten (10) days  
5 years of service but less than ten years.....fifteen (15) days  
10 years of service.....sixteen (16) days  
11 years.....seventeen (17) days  
12 years.....eighteen (18) days  
13 years.....nineteen (19) days  
14 years.....twenty (20) days  
20 years.....twenty-one (21) days  
21 years.....twenty-two (22) days  
22 years.....twenty-three (23) days  
23 years.....twenty-four (24) days  
24 years.....twenty-five (25) days  
Plus 5 Personal Days

(Local #813)

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**MOVER - OFFICE FURNITURE AND EQUIPMENT**

**Heavy and Tractor Trailer Truck Driver**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$230 PREVAILING WAGE SCHEDULE

Tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$22.48**

Supplemental Benefit Rate per Hour: **\$5.13**

**Light Truck Driver**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$18.89**

Supplemental Benefit Rate per Hour: **\$5.13**

**Laborer and Freight, Stock, and Material Movers, Hand**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$17.59**

Supplemental Benefit Rate per Hour: **\$5.13**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**REFUSE REMOVER**

**Refuse Remover**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$29.54**

Supplemental Benefit Rate per Hour: **\$5.13**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**SECURITY GUARD (ARMED)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

**Security Guard (Armed)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$28.25**

Supplemental Benefit Rate per Hour: **\$5.02**

Supplemental Note: for new employee 0-30 days of employment - \$4.44; for new employee 31-120 days of employment - \$4.61; for new employee 121 days - 2 years of employment - \$4.63

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$5.34**

Supplemental Note: for new employee 0-30 days of employment - \$4.62; for new employee 31-120 days of employment - \$4.79; for new employee 121 days - 2 years of employment - \$4.90

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

**Overtime Description**

A guard who works a holiday is paid the regular rate plus receives the paid holiday.  
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Personal Day

**Vacation**

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

**Sick Leave**

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

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## **SECURITY GUARD (UNARMED)**

### **Security Guard (Unarmed) 0 - 6 months**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$13.10**

Supplemental Benefit Rate per Hour: **\$4.63**

Supplemental Note: for new employee 0-30 days of employment - \$4.44; for new employee 31-120 days of employment - \$4.61

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$13.35**

Supplemental Benefit Rate per Hour: **\$4.90**

Supplemental Note: for new employee 0-30 days of employment - \$4.62; for new employee 31-120 days of employment - \$4.79

### **Security Guard (Unarmed) 7 - 12 months**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$13.60**

Supplemental Benefit Rate per Hour: **\$4.63**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$13.85**

Supplemental Benefit Rate per Hour: **\$4.90**

### **Security Guard (Unarmed) 13 - 18 months**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$14.10**

Supplemental Benefit Rate per Hour: **\$4.63**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$14.35**

Supplemental Benefit Rate per Hour: **\$4.90**

### **Security Guard (Unarmed) 19 - 24 months**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$14.60**

Supplemental Benefit Rate per Hour: **\$4.63**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$14.85**

Supplemental Benefit Rate per Hour: **\$4.90**

### **Security Guard (Unarmed) 25 - 30 months**

Effective Period: 7/1/2014 - 12/31/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$15.10**  
Supplemental Benefit Rate per Hour: **\$5.02**

Effective Period: 1/1/2015 - 6/30/2015  
Wage Rate per Hour: **\$15.35**  
Supplemental Benefit Rate per Hour: **\$5.34**

**Security Guard (Unarmed) 31 months or more**

Effective Period: 7/1/2014 - 12/31/2014  
Wage Rate per Hour: **\$15.60**  
Supplemental Benefit Rate per Hour: **\$5.02**

Effective Period: 1/1/2015 - 6/30/2015  
Wage Rate per Hour: **\$16.00**  
Supplemental Benefit Rate per Hour: **\$5.34**

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

**Overtime Description**

A guard who works a holiday is paid the regular rate plus receives the paid holiday.  
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Personal Day

**Vacation**

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

**Sick Leave**

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

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**WINDOW CLEANER**

**Window Cleaner**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$26.90**

Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$27.40**

Supplemental Benefit Rate per Hour: **\$10.46**

**Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$29.27**

Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$29.90**

Supplemental Benefit Rate per Hour: **\$10.46**

**Window Cleaner Apprentice (0 - 3 months)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$19.92**

Supplemental Benefit Rate per Hour: None

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$20.29**

Supplemental Benefit Rate per Hour: None

**Window Cleaner Apprentice (4 - 7 months)**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$21.54**

Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$21.94**

Supplemental Benefit Rate per Hour: **\$10.46**

**Window Cleaner Apprentice (8 - 11 months)**

Effective Period: 7/1/2014 - 12/31/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$22.82**  
Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015  
Wage Rate per Hour: **\$23.24**  
Supplemental Benefit Rate per Hour: **\$10.46**

**Window Cleaner Apprentice (12 - 15 months)**

Effective Period: 7/1/2014 - 12/31/2014  
Wage Rate per Hour: **\$24.12**  
Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015  
Wage Rate per Hour: **\$24.57**  
Supplemental Benefit Rate per Hour: **\$10.46**

**Window Cleaner Apprentice (16 - 17 months)**

Effective Period: 7/1/2014 - 12/31/2014  
Wage Rate per Hour: **\$25.44**  
Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015  
Wage Rate per Hour: **\$25.91**  
Supplemental Benefit Rate per Hour: **\$10.46**

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

**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  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Personal Day

**Vacation**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§230 PREVAILING WAGE SCHEDULE

After 7 months but less than 1 year of service.....	five (5) days
1 year but less than 5 years of service.....	ten (10) days
5 years of service but less than 15 years of service.....	fifteen (15) days
15 years of service but less than 21 years of service.....	twenty (20) days
21 years.....	twenty-one (21) days
22 years.....	twenty-two (22) days
23 years.....	twenty-three (23) days
24 years.....	twenty-four (24) days
25 years or more of service.....	twenty-five (25) days
Plus 1 day per year for medical visit	

**SICK LEAVE:**

10 days after one year worked. Unused sick days to be paid in cash.

(Local #32 B/J)



PROJECT No. PW311S15C

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY AND SITE SUPPORT  
30-30 THOMSON AVENUE, LONG ISLAND CITY, NEW YORK 111043045  
TELEPHONE NUMBER (718) 391-1000

WEBSITE [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)



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IN ALL BOROUGHES OF  
THE CITY OF NEW YORK

Contractor

Dated

, 20

Assigned to

Approved as to Form  
Certified as to Legal Authority

Acting Corporation Counsel

Dated

, 20

Examined and Found Correct

Contract Clerk  
Comptroller

Entered in the Comptroller's Office

Dated

, 20

First Assistant Bookkeeper





PROJECT No. PW311S15C

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF SAFETY AND SITE SUPPORT  
30-30 THOMSON AVENUE, LONG ISLAND CITY, NEW YORK 111043045  
TELEPHONE NUMBER (718) 391-1000

WEBSITE [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)



CONTRACT FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

**TAKING OF DEEP LAND BORINGS WITHIN FIVE BOROUGHES OF  
THE CITY OF NEW YORK**

LOCATED AT *VARIOUS ADDRESSES*  
IN ALL BOROUGHES OF  
THE CITY OF NEW YORK

Contractor \_\_\_\_\_

Dated \_\_\_\_\_, 20 \_\_\_\_\_

Assigned to \_\_\_\_\_

Approved as to Form  
Certified as to Legal Authority

A handwritten signature in black ink, appearing to read 'D. G. Val...', written over a horizontal line.

Acting Corporation Counsel

K.T. 11/25/14

Dated *November 25*, 20 *14*

Examined and Found Correct

Contract Clerk  
Comptroller

Entered in the Comptroller's Office

Dated \_\_\_\_\_, 20 \_\_\_\_\_

First Assistant Bookkeeper

