NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: RWM017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX – NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN – NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
AECOM/DEWBERRY ENGINEERS INC.

MARCH 22, 2013

Bid Tab

Description	REHABILITATION OF RETAINING WALL AT WEST 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY - BOROUGH OF MANHATTAN AND THE BRONX		
Bid Date	6/12/2013	FMS ID	RWM017
Estimated Cost	$2,997,621.00	DEP Supervised	No
Bid Security	2% of Total Bid Price	PLA	No
Time Allowed	730 CCD	Contract Manager	Nejla Hubbard
Addendum	3	Project Manager	Awad, Nagi
PIN	8502013HW0051C	E-PIN	85013B0105
Selective Bidding	☐Yes ☒No	Consultant	AECOM/Dewberry Engineers

Bid Rank	Vendor	Bid Amount	Security Type
1	ACME SKILLMAN CONCRETE CO. INC.	$2,786,186.00	Bond
2	S & N BUILDERS, INC.	$2,996,677.84	Bond
3	PAUL J. SCARIANO INC.	$4,213,150.00	Bond
4	PRIMER CONSTRUCTION CORP	$4,788,440.00	Bond
5	BEAVER CONCRETE CONSTRUCTION CO., INC.	$4,851,004.00	Bond

Recorder: Tia Clarke – ext. 2608

Approver: Celloy Williams

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DAVID J. BURNEY, FAIA
Commissioner

CAROL DIAGOSTINO
Agency Chief
Contracting Officer

September 12, 2013

CERTIFIED MAIL - RETURN RECEIPT REQUEST
Acme Skillman Concrete Co. Inc.
56-69 58TH STREET
Maspeth, NY 11378

RE: FMS ID: RWM017
E-PIN: 85013B0105001
DDC PIN: 8502013HW0051C
Rehabilitation of Retaining Wall at West 155th Street (Lower Level) between Riverside Drive and Broadway - Borough of Manhattan And The Bronx
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of $2,786,186.00 submitted at the bid opening on June 12, 2013. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

(1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.

(2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.

(3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

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

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

Sincerely,

Lorraine Holley for Carol DiAgostino

Carol DiAgostino

30 - 30 Thomson Ave L.I.C., NY 11101 Telephone: (718) 391-1501 Facsimile: (718) 391-1885 www.nyc.gov/buildnyc

SPECIAL NOTICE TO BIDDERS

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

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

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

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

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CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: RWM017

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Together With All Work Incidental Thereto
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CITY OF NEW YORK

(NO TEXT ON THIS PAGE)

PROJECT ID: RWM017

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

BID BOOKLET

TABLE OF CONTENTS

(NO TEXT ON THIS PAGE)

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

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

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

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

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

NOTES:

(1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.

(2) If additional information is required, please contact the Department of Design and Construction at 718-391- 2601.

(3) VENDEX QUESTIONNAIRES: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

(4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.

SPECIAL NOTICE TO BIDDERS
SPECIAL EXPERIENCE REQUIREMENTS (Revised 03/2010)

(A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER**: Bidders are hereby informed that due to the very special nature of retaining wall construction work each bidder will be required to submit the Bidder's "Qualification Form" set forth in the Bid Booklet along with its bid submission that satisfies the following minimum qualification criteria:

(1) Prior construction experience as a prime contractor, subcontractor or sub-subcontractor on at least one (1) retaining wall with minimum construction cost of $3 million, which has been successfully completed in a timely manner in the last five (5) years prior to the bid opening.

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

□ (B) **EXPERIENCE REQUIREMENTS FOR INSTALLER OF TRUNK WATER MAIN:** The special experience requirements set forth below apply to the contractor who will install the Trunk Water Main. If the bidder intends to perform such work itself, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract this work, the proposed subcontractor must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

(1) The contractor who will install the Trunk Water Main must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or sub-subcontractor.

(C) **SUBMISSION REQUIREMENTS:** For each project submitted to meet the experience requirements set forth above, the bidder must complete and submit the Qualification Form set forth in the Bid Booklet. Separate Qualification Forms shall be provided for bidder and the contractor who will install the Trunk Water Main.

(D) **CONDITIONS**: In determining compliance with the special experience requirements for the bidder set forth above, the City may consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.

(1) Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or more from the inception of the bidding entity.

(2) The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

(E) **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.

(F) **COMPLIANCE**: Compliance with the experience requirements set forth herein will be determined solely by the City, prior to an award of contract. The bidder is advised that failure to meet the above described experience will result in the rejection of the bid as non-responsive.

Qualification Form

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____
Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

****

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____
Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

(NO TEXT ON THIS PAGE)

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: RWM017
PIN: 8502013HW0051C

Description and Location of Work:

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWM019: REHABILITATION OF MACOMS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX – NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN – NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

Documents Available At: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
8:30 A.M. to 4:00 P.M. – Monday through Friday

Submission of Bids To: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Before 11:00 A.M. on **JUNE 12, 2013**

Bid Opening: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Time and Date: 11:00 A.M. on **JUNE 12, 2013**

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

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

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

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

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

(NO TEXT ON THIS PAGE)

BID SCHEDULE

NOTICE TO BIDDERS

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

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 52.11D12) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications dated August 1, 2009, as amended by Addendum No. 2 herein Volume 3 of 3.

Items listed in the Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.31FN), shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, or the NYCDEP Standard Water Main Specifications, dated August 1, 2009, as applicable, and as amended by Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule which have three (3) digits followed by a decimal (e.g. 568.51, 582.06, 587.01, etc.), with exception of Item Number 555.80020001, shall comply with the requirements of the corresponding numerical Sections of the New York State Department of Transportation (NYSDOT) Standard Highway Specifications of May 1, 2008, as currently amended.

Item number 555.80020001 in this Bid Schedule is a special specification of the New York State Department of Transportation (NYSDOT) and shall comply with the requirements of Item 555.80020001 incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with "NYC-" (e.g. NYC-203.35030017, NYC-559.92020011) are modified versions of the New York State Department of Transportation (NYSDOT) Specifications and shall comply with the corresponding alphanumeric Sections in Addendum No. 1, herein Volume 3 of 3.

However in the Specifications for items referred to in the above three paragraphs, all references to the "Department", "Materials Bureau", "Regional Engineer", etc., shall be deemed to mean the "Engineer". Where any reference is made on the plans or specifications to the "State" or any of its officials, the Contractor shall substitute the City of New York, Department of Design and Construction, or any of its appropriate officials. The NYSDOT Specifications described above neither imply the State's involvement

in any testing and approval of materials, nor in the supervision of construction.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-20.02.09) are Street Lighting Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the New York City Department of Transportation (NYCDOT) Standard Highway Specifications.

#1

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

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

PROJECT ID: RWM017

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INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

Name of Bidder: ACME SKILLMAN CONCRETE CO INC.

Date of Bid Opening: 6/12/13

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

Place of Business of Bidder: 56-2258 11th STREET MASPETH N.Y. 11378

Bidder's Telephone Number: (718) 326-2002 Fax Number: (718) 326-0557

Bidder's E-Mail Address: acme@acmeskillman.com

Residence of Bidder (If Individual): _____

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

Names of Partners	Residence of Partners

If Bidder is a Corporation, fill in the following blanks:
Organized under the laws of the State of NEW YORK

Name and Home Address of President: FERNANDO MINCHELLA
163-45 20 AVENUE WHITESTONE N.Y. 11357

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: CLAUDIA HUBBARD
1616 HEWLETT HEATH ROAD HEWLETT N.Y. 11557

BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page C-6 of this Bid Booklet.

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

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

Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

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

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

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

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

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

(NO TEXT ON THIS PAGE)

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: ACME SKILLMAN CONCRETE CO INC.
Address: 56-22 58TH STREET
City MASPETH State N.Y. Zip Code 11378

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
11-3140654

By: _____
Signature

Title: PRESIDENT

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

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

Contract PIN 8502013HW0051C
Project ID RWM017

BID SCHEDULE

NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.

(2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.

(3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.

(4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.

(5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 through B - 31

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
4.02 AB-R (001)	205.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	$ 20	.	$ 4,100	.
4.02 CA (002)	60.0 TONS	BINDER MIXTURE	$ 150	.	$ 9,000	.
4.04 B (003)	38.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, CLASS B-32	$ 700	.	$ 26,600	.
4.05 CS (004)	950.0 S.F.	REFINISH CONCRETE SLAB	$ 20	.	$ 19,000	.

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

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4.06 (005)	282.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	$ 950		$ 267,900	
4.07 AB (006)	26.0 L.F.	RESET BLUESTONE CURB	$ 50		$ 1300	
4.07 BA (007)	35.0 L.F.	RESET GRANITE CURB	$ 50		$ 1750	
4.07 CB (008)	20.0 L.F.	NEW GRANITE CURB, STRAIGHT	$ 125		$ 2500	

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

Contract PIN 8502013HW0051C
Project ID RWM017

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4.09 CD (009)	77.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	$ 100		$ 7700	
4.11 CC (010)	200.0 C.Y.	SELECT GRANULAR FILL, PLACE MEASUREMENT	$ 75		$ 1500	
4.13 AAS (011)	406.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	$ 13		$ 5278	
4.13 BAS (012)	450.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	$ 22		$ 9900	

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

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4.13 DE (013)	15.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	$ 95	.	$ 1425	.
4.14 (014)	60,902.0 LBS.	STEEL REINFORCEMENT BARS	$ 1	50	$ 91,353	.
4.15 (015)	10.0 C.Y.	TOPSOIL	$ 75	.	$ 750	.
4.16 CA405 (016)	1.0 EACH	TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 4' X 5' TREE PITS	$ 750	.	$ 750	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

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4.20 (017)	145.0 S.Y.	SEEDING	$ 9	.	$ 1305	.
4.21 (018)	76.0 P/HR	TREE CONSULTANT	$ 110	.	$ 8360	.
5.37 (019)	1.0 L.S.	CONSTRUCTION REPORT	$ 20,000	.	$ 20,000	.
50.31CE15 (020)	60.0 L.F.	15" E.S.V.P. COMBINED SEWER, ENCASED IN CONCRETE	$ 500	.	$ 30,000	.

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

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51.11C001 (021)	1.0 EACH	CHAMBER NO. 1	$ 77000		$ 77000	
51.21W001000V (022)	1.0 EACH	SPECIAL SHALLOW MANHOLE NO. 1	$ 9834		$ 9834	
51.41S001 (023)	5.0 EACH	STANDARD CATCH BASIN, TYPE 1	$ 3500		$ 17500	
52.11D12 (024)	100.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	$ 100		$ 10 000	

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

Contract PIN 8502013HW0051C
Project ID RWM017

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53.11DR (025)	900.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	$ 15		$ 13500	
54.12CS (026)	40.0 C.Y.	CLEANING OF DRAINAGE STRUCTURES	$ 700		$ 28 000	
55.11AB (027)	1.0 EACH	ABANDONING BASINS AND INLETS	$ 1000		$ 1000	
555.80020001 (028)	140.0 L.F.	CRACK REPAIR BY EPOXY INJECTION (RESTORATION)	$ 100		$ 14000	

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
568.51 (029)	225.0 L.F.	STEEL BRIDGE RAILING (FOUR - RAIL)	$ 750	.	$ 168750	.
582.06 (030)	320.0 S.F.	REMOVAL OF STRUCTURAL CONCRETE- REPLACEMENT WITH CLASS D CONCRETE	$ 100	.	$ 32000	.
582.07 (031)	10.0 S.F.	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VERTICAL AND OVERHEAD PATCHING MATERIAL	$ 200	.	$ 2000	.
587.01 (032)	100.0 L.F.	BRIDGE RAILING REMOVAL AND DISPOSAL	$ 20	.	$ 2000	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

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6.01 AA (033)	1.0 L.S.	CLEARING AND GRUBBING	$ 100,000	.	$ 100,000	.
6.02 AAN (034)	400.0 C.Y.	UNCLASSIFIED EXCAVATION	$ 75	.	$ 30,000	.
6.04 RGB (035)	320.0 S.Y.	GRANITE BLOCK PAVEMENT RELAID	$ 100	.	$ 32000	.
6.06 AB (036)	2.0 S.Y.	GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	$ 350	.	$ 700	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.18 PSP (037)	125.0 L.F.	REPAIR, CLEAN AND PAINT STEEL PICKET FENCE	$ 100	.	$ 12500	.
6.25 RS (038)	210.0 S.F.	TEMPORARY SIGNS	$ 60	.	$ 12600	.
6.26 (039)	1,100.0 L.F.	TIMBER CURB	$ 33	.	$ 36300	.
6.27 WCY (040)	102.0 C.Y.	REMOVAL OF EXISTING WALL	$ 500	.	$ 51000	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.28 AA (041)	600.0 L.F.	LIGHTED TIMBER BARRICADES	$ 85		$ 51000	
6.31 CCP (042)	25.0 C.F.	COPING CAST IN PLACE	$ 300		$ 7500	
6.34 ADT (043)	130.0 L.F.	TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH	$ 100		$ 13,000	
6.40 B (044)	30.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	$ 4000		$ 120,000	

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.43 (045)	25.0 SETS	PHOTOGRAPHS	$ 50		$ 1250	
6.52 (046)	1,280.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON	$ 90		$ 115,200	
6.59 PF (047)	1,225.0 L.F.	TEMPORARY CONCRETE BARRIER WITH FENCE	$ 90		$ 110,250	
6.64 WIN (048)	4.0 EACH	WALL IDENTIFICATION NUMBER (WIN) PLATE	$ 3000		$ 12000	

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.82 A (049)	25.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	$ 20		$ 500	
6.82 B (050)	100.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	$ 10		$ 1000	
6.83 AA (051)	25.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	$ 100		$ 2500	
6.83 AB (052)	100.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	$ 15		$ 1500	

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.83 BA (053)	25.0 S.F.	INSTALLING TRAFFIC SIGNS	$ 25	.	$ 625	.
6.83 BB (054)	80.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	$ 35	.	$ 2800	.
6.87 (055)	226.0 EACH	PLASTIC BARRELS	$ 100	.	$ 22600	.
6.99 (056)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	$ 20000	.	$ 20000	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
7.13 B (057)	24.0 MONTH	MAINTENANCE OF SITE **Unit price bid shall not be less than: $ 2,000.00**	$ 2000	.	$ 48000	.
7.18 FDC (058)	460.0 C.Y.	GROUTING	$ 400	.	$ 184000	.
7.36 (059)	665.0 L.F.	PEDESTRIAN STEEL BARRICADES	$ 75	.	$ 49875	.
7.55 (060)	30.0 L.F.	NEW PIPE RAILINGS	$ 200	.	$ 6000	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
7.57 DGRA (061)	20.0 L.F.	DRILL AND GROUT REINFORCEMENT BARS	$ 200	.	$ 4000	.
7.88 AA (062)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING **Unit price bid shall not be less than: $ 10,000.00**	$ 10 000	.	$ 10 000	.
7.88 AB (063)	262.0 EACH	RODENT BAIT STATIONS **Unit price bid shall not be less than: $ 60.00**	$ 60	.	$ 15720	.
7.88 AC (064)	242.0 EACH	BAITING OF RODENT BAIT STATIONS **Unit price bid shall not be less than: $ 15.00**	$ 15	.	$ 3 630	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
7.88 AD (065)	50.0 BLOCK	WATERBUG BAIT APPLICATIONS **Unit price bid shall not be less than: $ 65.00**	$ 65		$ 3250	
7.96 A (066)	9,124.0 S.F.	ANTI-GRAFFITI COATING	$ 7	50	$ 68430	
70.31FN (067)	500.0 L.F.	FENCING **Unit price bid shall not be less than: $ 2.00**	$ 2		$ 1000	
70.71SB (068)	20.0 C.Y.	STONE BALLAST **Unit price bid shall not be less than: $ 15.00**	$ 15		$ 300	

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
70.81CB (069)	10.0 C.Y.	CLEAN BACKFILL **Unit price bid shall not be less than: $ 15.00**	$ 15		$ 150	
73.11AB (070)	10.0 C.Y.	ADDITIONAL BRICK MASONRY **Unit price bid shall not be less than: $ 62.50**	$ 62	50	$ 625	
73.21AC (071)	10.0 C.Y.	ADDITIONAL CONCRETE **Unit price bid shall not be less than: $ 62.50**	$ 62	50	$ 625	
73.31AE0 (072)	15.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) **Unit price bid shall not be less than: $ 20.00**	$ 20		$ 300	

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
73.41AG (073)	10.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL **Unit price bid shall not be less than: $ 15.00**	$ 15	.	$ 150	.
73.51AS (074)	20.0 LBS.	ADDITIONAL STEEL REINFORCING BARS **Unit price bid shall not be less than: $ 1.00**	$ 1	.	$ 20	.
8.26 BF (075)	290.0 S.F.	REMOVE AND REPLACE BRICK FACING	$ 85	.	$ 24650	.
8.26 RCFA (076)	92.0 L.F.	DRILLING GROUT HOLES, 1" DIAMETER	$ 85	.	$ 7820	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
8.26 RCFB (077)	58.0 C.F.	EXISTING STONE WALL RESTORATION, SALVAGE STONE	$ 300		$ 17400	
8.26 RCFBN (078)	23.0 C.F.	EXISTING STONE WALL RESTORATION, NEW STONE	$ 900		$ 20700	
8.26 RCFC (079)	53.0 C.F.	PACKING REPAIR	$ 500		$ 26500	
8.52 C (080)	4,700.0 S.F.	POINTING EXISTING MASONRY	$ 17		$ 79900	

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
8.53 WFR (081)	1.0 F.S.	RETAINING WALL FLAG REPAIRS PRICE BID SHALL BE FOR THE FIXED SUM OF $ 90,000.00	$ 90,000	.00	$ 90,000	.00
9.00 WH (082)	450.0 L.F.	INSTALLING WEEP HOLES IN EXISTING WALL	$ 100	.	$ 45000	.
9.04 HW (083)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF $ 100,000.00	$ 100,000	.00	$ 100,000	.00
9.34 (084)	250.0 S.Y.	PAINTING CONCRETE SURFACES	$ 27	.	$ 6750	.

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
9.35 RCJ (085)	100.0 L.F.	REPAIR COPING JOINTS	$ 150		$ 15 000	
9.95 C (086)	130.0 L.F.	NEW GRANITE COPING	$ 250		$ 32500	
9.95 RC (087)	30.0 L.F.	RESETTING GRANITE COPING	$ 100		$ 3000	
9.95 SF (088)	100.0 S.F.	STONE FAÇADE (SALVAGED STONE)	$ 100		$ 10000	

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
9.95 SFN (089)	36.0 S.F.	STONE FAÇADE (NEW STONE)	$ 400		$ 14400	
9.95 XC (090)	100.0 L.F.	REMOVAL AND DISPOSAL OF EXISTING GRANITE COPING	$ 15		$ 1500	
9.99 M (091)	8.0 MONTH	FLASHING ARROW BOARD	$ 2000		$ 16000	
NYC-203.35030017 (092)	242.0 L.F.	DRILLING GROUT HOLES	$ 75		$ 18150	

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
NYC-559.92020011 (093)	3,500.0 S.F.	REMOVE GRAFFITI BY POWER WASH	$ 4		$ 14000	
NYC-559.92030011 (094)	1,700.0 S.F.	GRAFFITI REMOVAL BY SOLVENT WASHING	$ 11		$ 18700	
NYC-559.92040011 (095)	1,700.0 S.F.	GRAFFITI REMOVAL BY ABRASIVE BLASTING	$ 9		$ 15300	
SL-20.02.09 (096)	2.0 EACH	FURNISH AND INSTALL ANCHOR BOLT FOUNDATION HARDWARE ON A RECONSTRUCTED WALL OR BARRIER	$ 1500		$ 3000	

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
SL-20.08.02 (097)	2.0 EACH	REMOVE FOUNDATION OTHER THAN STANDARD TYPE.	$ 1200		$ 2400	
SL-21.03.06 (098)	2.0 EACH	FURNISH AND INSTALL TYPE 2T,4T,6T,8T, OR 12T LAMPPOST WITHOUT TRANSFORMER BASE.	$ 5000		$ 10,000	
SL-21.09.05 (099)	2.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	$ 1000		$ 2000	
SL-22.03.18 (100)	4.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	$ 750		$ 3000	

04/18/2013
11:45AM
BID PAGES

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
SL-22.08.02 (101)	1.0 EACH	FURNISH AND INSTALL 150 WATT HIGH PRESSURE SODIUM FLOODLIGHT FOR 100 VOLT LAMP	$ 850	.	$ 850	.
SL-24.02.02 (102)	4.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 Ft. ARM ON LAMPPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	$ 2500	.	$ 10 000	.
SL-29.01.01 (103)	4.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	$ 1500	.	$ 6000	.
SL-31.01.06 (104)	2.0 EACH	PAINT A STANDARD STREET LIGHT LAMPPOST WITH INSULATED "SUPERHTHANE" PAINT APR. 7' HIGH.	$ 900	.	$ 1800	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
SL-33.01.02 (105)	500.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	$ 4	.	$ 2000	.
SL-35.09.03 (106)	150.0 L.F.	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT ON STRUCTURE.	$ 35	.	$ 5250	.
SL-35.11.01 (107)	150.0 L.F.	REMOVE CONDUIT(S) WITH OR WITHOUT CONDUCTORS AND ASSOCIATED EQUIPMENT ON STRUCTORE OR BUILDING.	$ 10	.	$ 1500	.
SL-39.03.02 (108)	1.0 EACH	FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO CONNECT ENEGRY SUPPLY TO A LAMP IN A FLOODLIGHT.	$ 1500	.	$ 1500	.

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

Contract PIN 8502013HW0051C
Project ID RWM017

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES) DOLLARS	CTS	COL. 5 EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
		SUB-TOTAL:			$2,679,025	—
6.39 A (109)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			$107,161	—
		TOTAL BID PRICE:			$2,786,186	—

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

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

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID. RWM017

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

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

$ 2,786,186.00
aac
6-12-13

BIDDER'S SIGNATURE AND AFFIDAVIT

WARNING!!! If M/WBE goals have been established for this Contract, you MUST complete and submit the Affirmations on the 2nd page of the Subcontractor Utilization Plan (or a pre-approved waiver) at the time you submit your bid. Failure to comply will result in the rejection of your bid.

Bidder: ACME SKILLMAN CONCRETE CO INC.

By: _____
(Signature of Partner or corporate officer)

_____

Attest: _____ Secretary of Corporate Bidder
(Corporate Seal)

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF_____ ss:

_____ being duly sworn says:

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

_____

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this

_____ day of_____, _____

_____

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF_____ ss:

_____ being duly sworn says:

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

_____

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this

_____ day of_____, _____

_____

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF QUEENS ss:

FERNANDO MINCHELLA 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 163-45 20TH AVENUE WHITESTONE N.Y. 11357.

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

12 day of JUNE, 2013

Ann M Rodriguez

Notary Public

ANN M. RODRIGUEZ
Notary Public, State of New York
No. 01RO4834919
Qualified in Queens County
Commission Expires 11/17/2014

#1

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, ACME SKILLMAN CONCRETE CO., INC.
56-22 58TH STREET, MASPETH, NEW YORK 11378

hereinafter referred to as the "Principal", and AMERICAN FIRE AND CASUALTY COMPANY
425 EAGLE ROCK AVENUE, SUITE 103, ROSELAND, NJ 07068

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

**TEN PERCENT OF AMOUNT BID **

($10% OF BID AMOUNT), 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

REHAB OF RETAINING WALLS - W. 155TH STREET AND @ MACOMBS DAM BRIDGE

PROJECT # RWM017/8502013HW0051C

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 fulfullment 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.

2

BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 7th day of JUNE, 2013.

(Seal) ACME SKILLMAN CONCRETE CO., INC. (L.S.)
Principal

By:

(Seal) AMERICAN FIRE AND CASUALTY COMPANY
Surety

By:
GLENN G. GLUBIAK, ATTORNEY-IN-FACT

ACKNOWLEDGMENT OF CONTRACTOR/PRINCIPAL
IF A CORPORATION

STATE OF NEW YORK)
) SS.:
COUNTY OF QUEENS)

On the 12 day of JUNE in the year 2013, before me personally came FERNANDO MINICHELLA to me known, who being by me duly sworn, did depose and say that he resides in WHITESTONE N.Y., that he is the PRESIDENT of ACME SKILLMAN CONCRETE CO INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

ANN M. RODRIGUEZ
Notary Public State of New York
No 01RO4834919
Qualified in Queens County
Commission Expires 11/17/2014

Ann M Rodriguez
NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

On the 7th day of JUNE in the year 2013, before me personally came GLENN G. GLUBIAK to me known, who, being duly sworn, did depose and say that he resides at COMMACK, NEW YORK, that he the Attorney-In-Fact of AMERICAN FIRE AND CASUALTY COMPANY

the corporation described in and which executed the above instrument; and that he signed his name thereto by of the board of directors of said corporation

JENNIFER SPADARO
Notary Public State of New York
No. 01SP5017514
Qualified in Suffolk County
Commission Expires Sept. 7
2013

Jennifer Spadaro
NOTARY PUBLIC

Liberty Mutual. SURETY

AMERICAN FIRE AND CASUALTY COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets

Cash and Bank Deposits	$ 3,671,844
*Bonds — U.S Government	47,995,904
*Other Bonds	79,466,385
*Stocks	0
Real Estate	0
Agents' Balances or Uncollected Premiums	21,152,140
Accrued Interest and Rents	1,060,320
Other Admitted Assets	24,116,747
Total Admitted Assets	**$177,463,340**

Liabilities

Unearned Premium		$ 31,471,563
Reserve for Claims and Claims Expense		65,181,012
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		8,425
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		34,315,672
Total		**130,976,672**
Special Surplus Funds	$ 105,283	
Capital Stock	3,500,001	
Paid in Surplus	13,648,270	
Unassigned Surplus	29,233,114	
Surplus to Policyholders		**46,486,668**
Total Liabilities and Surplus		**$177,463,340**

AMERICAN FIRE AND CASUALTY COMPANY INCORPORATED 1906 NEW HAMPSHIRE

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of American Fire and Casualty Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T A Mikolajewski

Assistant Secretary

#1

M/WBE PROGRAM

SUBCONTRACTOR UTILIZATION PLAN – SCHEDULE B

Subcontractor Utilization Plan (Schedule B): The Subcontractor Utilization Plan (Schedule B) for this Contract is set forth on the following pages of this Bid Booklet. The Subcontractor 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 a Subcontractor Utilization Plan (Part II) with its bid.

Contract Provisions: Contract provisions regarding the participation of MWBE firms are set forth in Article 77 of the Contract. The bidder is advised to review these contract provisions.

Waiver: The bidder may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Article 77 of the Contract (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 Target Subcontracting Percentage is set forth in the Subcontractor Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete the Subcontractor Utilization Plan (Part II) set forth on the following pages. Subcontractor Utilization Plans which do not include the required affirmations will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Subcontractor Utilization Plan, Part III). In the event that the City determines that the bidder has submitted a Subcontractor Utilization Plan where the required affirmations are completed but other aspects of the Plan are not complete, or contain a copy or computation error that is at odds with the affirmation, 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 plan 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) 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 Article 67 of the Contract.

Tax ID #: 11-3140654 PIN#: 8502013HW0051C

THE CITY OF NEW YORK

SCHEDULE B - Subcontractor Utilization Plan - Part I: Agency's Target

This page to be completed by contracting agency

Contract Overview

Pin # 8502013HW0051C **FMS Project ID#:** RWM017

Project Title Rehabilitation of Retaining Walls

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)*

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX – NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN – NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

(1) √ **Target Subcontracting Percentage**
Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under $1 million for construction and professional services. 2 %

Subcontractor Participation Goals*
Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	UNSPECIFIED %	0 %
Hispanic American	UNSPECIFIED %	0 %
Asian American	UNSPECIFIED %	No Goal
Caucasian Female	No Goal	0 %
Total Participation Goals	(2) 50 %	(3) 0 %

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

Tax ID #: 11-3140654 PIN#: 8502013HW0051C

SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer ☐ AFFIRMS or ☐ DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

Bidder/proposer ☐ AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

☐ AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

☐ DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # 11-3140654 **FMS Vendor ID #**

Business Name ACME SKILLMAN CONCRETE **Contact Person** FERNANDO MINCHELLA

Address 56-22 58th STREET MASPETH, N.Y. 11378

Telephone # (718) 326-2002 **Email** acme@acmeskillman.com

Section II: General Contract Information

1. **Define the industry in which work is to be performed.**
   - **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance. This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.
   - **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract *(Check one)*: ☑ **Construction** ☐ **Professional Services**

b. Type of work on Subcontract *(Check all that apply)*: ☐ **Construction** ☐ **Professional Services** ☐ **Other**

2. **What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts?** 2 %
3. **Will you award subcontract(s) in amounts below $ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?** ☒ **Yes** ☐ **No**

Section III: Subcontractor Utilization Summary

IMPORTANT: ***If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p.9).***

Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under $ 1M for construction and/or professional services	**Subcontracts under $1M (4)** (construction/professional services)	**Total Bid/Proposal Value**	**Calculated Target Subcontracting Percentage**
	$ 55,723	÷ $ 2,786,186 X 100 =	2 %

- **Subcontracts under $1M (construction/professional services):** Enter the value you expect to award to subcontractors in dollars for amounts under $1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- **Total Bid/Proposal Value:** Provide the dollar amount of the bid/proposal.
- **Calculated Target Subcontracting Percentage:** The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under $1 million for construction and/or professional services. **This percentage must equal or exceed the percentage listed by the agency on page 6, at line (1).**

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 6, Line (1).

Tax ID #: 11-3140654 PIN#: 8502013HW0051C

SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan – cont.

Step 2:
Calculate value of subcontractor participation goals

		Subcontracts under $1M (construction/professional services)	
a.	Copy value from Step 1, line (4) – the total value of all expected subcontracts Under $1M for construction and/or professional services	$ 55,723	
b.	• From line a. above, allocate the dollar value of "Subcontracts under $1M" by Construction and Professional Services. • If all subcontracts under $1M are in one industry, enter "0" for the industry with no subcontracts. • Amounts listed on these lines should add up to the value from line a.	**Construction**	**Professional Services**
	Subcontracts under $1M by industry	$ 55,723	$ 0
	• For Construction enter percentage from line (2) from Page 6. • For Professional Services enter percentage from line (3) from Page 6.		
c.	• **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**		
	Total Participation Goals	x 50 %	x %
d.	**Value of Total Participation Goals**	$ 27,861.86	$

Step 3:

√ **Subcontracts in Amounts Under $1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by Type of work, not by name of subcontractor

LANDSCAPE
FENCE / CONCRETE
SUPPLIERS.

√ **Subcontracts in Amounts Under $1 M Scope of Work – Professional Services**

Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by Type of work, not by name of subcontractor

CONSULTING.
ENGINEERING.

Section IV: Vendor Certification and Required Affirmations

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, 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 subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or If the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any , and the Vendor intends to to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

Signature [signature] Date 6/12/13

Print Name FERNANDO MILCHELLA Title PRESIDENT

SCHEDULE B - PART III - REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Procurement ☐ Competitive Sealed Bids ☐ Other Bid/Response Due Date _____

PIN # (for this procurement) _____

Type of work on Prime Contract *(Check one)*:
☐ Construction
☐ Professional Services

Type of work on Subcontract *(Check all that apply)*:
☐ Construction ☐ Other
☐ Professional Services

SUBCONTRACTING as *described in bid/solicitation documents (Copy this % figure from the solicitation)*

_____ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below $1 million (each)

ACTUAL SUBCONTRACTING as *anticipated by vendor seeking waiver*

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/professional services subcontracts valued below $1 million (each)

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

☐ Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.

☐ Vendor subcontracts *some* of this type of work but at *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.

☐ Other _____

References

List 3 most recent contracts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

List 3 most recent contracts/subcontracts performed for other agencies/entities
(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK. _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK. _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK. _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

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

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ **Date:** _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____ **Date:** _____

(NO TEXT ON THIS PAGE)

#1

Project ID. RWM017

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: ACME SKILLMAN CONCRETE CO. INC.

DDC Project Number: RWM017

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		
Other (specify)		

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why. .82

Project ID. RWM 017

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
2012	.82	N/A
2011	.79	N/A
2010	.83	N/A

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.

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

Project ID. RWM017

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2012	27 758	0
2011	19 909 1/2	0
2010	29200	0

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): SEQ002253
SEQ002460
SECB01X

0 Accident on previous DDC Project(s).

0 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: 6/12/13

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

Title: PRESIDENT

Bureau of Labor Statistics
Log and Summary of Occupational
Injuries and Illnesses

U.S. Department of Labor

For Calendar Year 2010

Page 1 of 1

Form Approved
O.M.B. No. 1220-0029
See OMB Disclosure Statement on reverse.

NOTE: This form is required by Public Law 91-596 and must be kept in the establishment for 5 years. Failure to maintain and post can result in the issuance of citations and assessment of penalties. (See posting requirements on the other side of form.)

RECORDABLE CASES: You are required to record information about every occupational death, every nonfatal occupational illness, and every nonfatal occupational injury which involves one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid). (See definitions on the other side of form.)

Establishment Name: ACME SKILLMAN CONCRETE CO. INC.

Establishment Address: 56-22 58 STREET MASPETH NEW YORK 11378

Case or File Number. Enter a nonsequential number which will facilitate non-personnel with supplementary records. (A)	Date of Injury or Onset of Illness. Enter date. (B)	Employee's Name. Enter first name or initial, middle initial, last name. (C)	Occupation. Enter regular job title, not actively employee was performing when injured or at onset of illness. In the absence of a formal title, enter a brief description of the employee's duties. (D)	Department. Enter department in which the employee is regularly employed or a description of normal workplace to which employee is assigned, even though temporarily working in another department at the time of injury or illness. (E)	Description of Injury or Illness. Enter a brief description of the injury or illness and indicate the part or parts of body affected. Typical entries for this column might be Amputation of 1st joint right forefinger, Strain of lower back, Contact dermatitis on both hands, Electrocution—body. (F)	Injuries Without Lost Workdays. Enter a CHECK if no entry was made in columns 1 or 2 but the injury is recordable as defined above. (6)	Type of Illness. CHECK Only One Column for Each Illness (See other side of form for terminations or permanent transfers.) (7)	Fatalities. Illness Related. Enter DATE of death. (8)	Nonfatal Illnesses. Illnesses With Lost Workdays. Enter a CHECK if illness involves days away from work, or days of restricted work activity, or both. (9)	Illnesses With Lost Workdays. Enter a CHECK if illness involves days away from work. (10)	Illnesses With Lost Workdays. Enter number of DAYS away from work. (11)	Illnesses With Lost Workdays. Enter number of DAYS of restricted work activity. (12)	Illnesses Without Lost Workdays. Enter a CHECK if no entry was made in columns 9 or 8. (13)
					PREVIOUS PAGE TOTALS								
					TOTALS (Instructions on other side of form.)	0	0	0	0	0	0	0	0

Injuries Nonfatal Injuries: (2) Enter a CHECK if injury involves days away from work, or days of restricted work activity, or both. (3) Enter a CHECK if injury involves days away from work. (4) Enter number of DAYS away from work. (5) Enter number of DAYS of restricted work activity.

Illnesses Type of Illness: (a) Occupational skin diseases or disorders. (b) Dust diseases of the lungs. (c) Respiratory conditions due to toxic agents. (d) Poisoning (systemic effects of toxic materials). (e) Disorders due to physical agents. (f) Disorders associated with repeated trauma. (g) All other occupational illnesses.

Illnesses Nonfatal Illnesses: (8) Enter DATE of death. (9) Enter a CHECK if illness involves days away from work, or days of restricted work activity, or both. (10) Enter a CHECK if illness involves days away from work. (11) Enter number of DAYS away from work. (12) Enter number of DAYS of restricted work activity. (13) Enter a CHECK if no entry was made in columns 9 or 8.

Certification of Annual Summary Totals: Ann Rodriguez, OFFICE MANAGER Date 2-1-11

POST ONLY THIS PORTION OF THE LAST PAGE NO LATER THAN FEBRUARY 1.

OSHA No. 200

OSHA/Construction 3-34

Calculating Injury and Illness Incidence Rates

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

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (G), (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X 200,000 ÷ Number of hours worked by all employees = Total recordable case rate

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X 200,000 ÷ Number of hours worked by all employees = DART incidence rate

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

2010

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
0	X 200,000	÷	29200	=	0

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
0	X 200,000	÷	29200	=	0

Bureau of Labor Statistics
Log and Summary of Occupational
Injuries and Illnesses

U.S. Department of Labor

NOTE: This form is required by Public Law 91-596 and must be kept in the establishment for 5 years. Failure to maintain and post can result in the issuance of citations and assessment of penalties. (See posting requirements on the other side of form.)

RECORDABLE CASES: You are required to record information about every occupational death, every nonfatal occupational illness, and those nonfatal occupational injuries which involve one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid). (See definitions on the other side of form.)

For Calendar Year 2011

Page 1 of 1

...pany Name ACME SKILLMAN CONCRETE Co. INC.

...ablishment Name

...ablishment Address 56-27 58 STREET MASPETH N.Y. 11378

Form Approved
O.M.B. No. 1220-0029
See OMB Disclosure
Statement on reverse.

Case or File Number	Date of Injury or Onset of Illness	Employee's Name	Occupation	Department	Description of Injury or Illness	...ent of and Outcome of INJURY ...lities	Nonfatal Injuries Injuries With Lost Workdays				Injuries Without Lost Workdays	Type, Extent of, and Outcome of ILLNESS Type of Illness CHECK Only One Column for Each Illness (See other side of form for terminations or permanent transfers.)							Fatalities Illness Related	Nonfatal Illnesses Illnesses With Lost Workdays				Illnesses Without Lost Workdays
Enter a nonduplicating number which will facilitate comparisons with supplementary records.	Enter Mo./day.	Enter first name or initial, middle initial, last name.	Enter regular job title, not activity employee was performing when injured or at onset of illness. In the absence of a formal title, enter a brief description of the employee's duties.	Enter department in which the employee is regularly employed or a description of normal workplace to which employee is assigned, even though temporarily working in another department at the time of injury or illness.	Enter a brief description of the injury or illness and indicate the part or parts of body affected. Typical entries for this column might be: Amputation of 1st joint right forefinger, Strain of lower back, Contact dermatitis on both hands, Electrocution—body	...ury ...ated ...r DATE ...eath. ...1/day/yr.	Enter a CHECK if injury involves days away from work, or days of restricted work activity, or both.	Enter a CHECK if injury involves days away from work.	Enter number of DAYS away from work.	Enter number of DAYS of restricted work activity.	Enter a CHECK if no entry was made in columns 1 or 2 but the injury is recordable as defined above.	Occupational skin diseases or disorders	Dust diseases of the lungs	Respiratory conditions due to toxic agents	Poisoning (systemic effects of toxic materials)	Disorders due to physical agents	Disorders associated with repeated trauma	All other occupational illnesses	Enter DATE of death. Mo./day/yr.	Enter a CHECK if illness involves days away from work, or days of restricted work activity, or both.	Enter a CHECK if illness involves days away from work.	Enter number of DAYS away from work.	Enter number of DAYS of restricted work activity.	Enter a CHECK if no entry was made in columns 8 or 9.
(A)	(B)	(C)	(D)	(E)	(F)	(1)	(2)	(3)	(4)	(5)	(6)	(7) (a)	(b)	(c)	(d)	(e)	(f)	(g)	(8)	(9)	(10)	(11)	(12)	(13)
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INJURIES

ILLNESSES

OSHA No. 200

...rtification of Annual Summary Totals By Ann Rodriguez, OFFICE MANAGER Date 1/31/12

...HA No. 200

POST ONLY THIS PORTION OF THE LAST PAGE NO LATER THAN FEBRUARY 1.

Calculating Injury and Illness Incidence Rates

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

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (G), (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses x 200,000 ÷ Number of hours worked by all employees = Total recordable case rate

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

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You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

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2011

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
0	X 200,000	÷	19 909½	=	0

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
0	X 200,000	÷	19 909½	=	0

Bureau of Labor Statistics
Log and Summary of Occupational Injuries and Illnesses

U.S. Department of Labor

For Calendar Year 2012 Page 1 of 1

Form Approved O.M.B. No. 1220-0029
See OMB Disclosure Statement on reverse.

Establishment Name: ACME SKILLMAN CONCRETE CO. INC.

Establishment Address: 56-22 58 STREET MASPETH NEW YORK 11378

NOTE: This form is required by Public Law 91-596 and must be kept in the establishment for 5 years. Failure to maintain and post can result in the assessment of penalties. (See posting requirements on the other side of form.)

RECORDABLE CASES: You are required to record information about every occupational death, every nonfatal occupational illness, and nonfatal occupational injuries which involve one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid). (See definitions on the other side of form.)

Case or File Number. Enter a nondiscriminating number which will facilitate comparisons with supplementary records. (A)	Date of Injury or Onset of Illness. Enter mo./day. (B)	Employee's Name. Enter full name or initial, middle initial, last name. (C)	Occupation. Enter regular job title, not activity employee was performing when injured or at onset of illness. In the absence of a formal title, enter a brief description of the employee's duties. (D)	Department. Enter department in which the employee is regularly employed or a description of normal workplace to which employee is assigned, even though temporarily working on another department at the time of injury or illness. (E)	Description of Injury or Illness. Enter a brief description of the injury or illness and indicate the part or parts of body affected. Typical entries for this column might be Amputation of 1st joint right forefinger, Strain of lower back, Contact dermatitis on both hands, Electrocution—body (F)	Injuries and Illness Types and Outcome of INJURY. Fatalities. Enter DATE of death. mo./day/yr. (G)	Nonfatal Injuries: Injuries With Lost Workdays. Enter a CHECK if injury involves days away from work, or days of restricted work activity, or both. (2)	Enter a CHECK if injury involves days away from work. (3)	Enter number of DAYS away from work. (4)	Enter number of DAYS of restricted work activity. (5)	Injuries Without Lost Workdays. Enter a CHECK if no entry was made in columns 1 or 2 but the injury is recordable as defined above. (6)	Type, Extent of, and Outcome of ILLNESS. Type of Illness. CHECK Only One Column for Each Illness (See other side of form for terminations or permanent transfers.) (7): Occupational skin diseases or disorders (a)	Dust diseases of the lungs (b)	Respiratory conditions due to toxic agents (c)	Poisoning (systemic effects of toxic materials) (d)	Disorders due to physical agents (e)	Disorders associated with repeated trauma (f)	All other occupational illnesses (g)	Illness Related. Enter DATE of death. mo./day/yr. (8)	Nonfatal Illnesses: Illnesses With Lost Workdays. Enter a CHECK if illness involves days away from work, or days of restricted work activity, or both. (9)	Enter a CHECK if illness involves days away from work. (10)	Enter number of DAYS away from work. (11)	Enter number of DAYS of restricted work activity. (12)	Illnesses Without Lost Workdays. Enter a CHECK if no entry was made in columns 9 or 9. (13)
					PREVIOUS PAGE TOTALS →																				
					TOTALS (subtract this line from next line) →		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

INJURIES

ILLNESSES

Certification of Annual Summary Totals By: Ana Rodriguez Title: OFFICE MANAGER Date: 1/31/13

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OSHA No. 200

Instruction 3-34

OSHA Construction

Optional

Calculating Injury and Illness Incidence Rates

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

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(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

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What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

2012

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
0	X 200,000	÷	27758.00	=	0

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
0	X 200,000	÷	27758.00	=	0

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

#1

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. RWM017

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

Name of Bidder: ACME SKILLMAN CONCRETE CO INC.

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.

ACME SKILLMAN CONDUCTS BUSINESS WITH SUB CONTRACTORS THAT EMPLOY APPRENTICES AND ACME HAS ALWAYS RECRUITED APPRENTICES VIA THE UNIONS THAT IT HAS COLLECTIVE AGREEMENTS WITH.

Bidder: ACME SKILLMAN CONCRETE CO. INC.

By: _____ Title: PRESIDENT
(Signature of Partner or Corporate Officer)

Date: 6/12/13

THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

Denise M. Richardson
Managing Director

June 19, 2013

Acme Skillman Concrete Co.
56-22 58th Street
Maspeth, NY 11378

To Whom it May Concern:

Acme Skillman Concrete Co. is a member in good standing of the General Contractors Association of New York ("GCA"). Through your membership in the GCA, you have authorized the GCA to enter into collective bargaining agreements on your behalf.

As such, your firm is signatory to the collective bargaining agreements and participates in and upholds all provisions of those agreements, including but not limited to participation in the unions' established and approved apprenticeship programs.

The General Contractors Association has collective bargaining agreements with the following unions:

- Laborers International Union of North America
  Local 731, Heavy Construction Laborers
  Local 29 Drillers and Blasters
  Local 147 Tunnel Workers
  Local 1010 Asphalt Pavers
- New York District Council of Carpenters
  Local 1556 Dockbuilders/Timbermen*
  *Formerly Locals 1456 Dockbuilders and 1536 Timbermen dissolved and formed a new Local, 1556
- International Union of Operating Engineers
  Local 14 / 15 Operating Engineers
  Local 15 C Operating Engineers Mechanics & Helpers
  Local 15 D Surveyors
- International Brotherhood of Teamsters Local 282
- Metallic Lathers Local 46

Please contact me if you require additional information.

Sincerely,

Frank P. DiMenna, Jr.

Frank P. DiMenna, Jr.
Deputy Director of Labor Relations

60 E. 42nd Street - Suite 3510, New York, NY 10165 Tel: (212) 687-3131 Fax: (212) 808-5267 Website: www.gcany.net

Pre-Award Process

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

****

(A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth on pages 17 through 19 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **Copy of License**: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.

(C) **Financial Information**: If required, the bidder must submit the financial information described below:

(1) Audited Financial Statements: Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

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

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

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

(D) **Project Specific Information**: If required, the bidder must submit the project specific information described below:

(1) Statement indicating the number of years of experience the bidder has had and in what type of construction.
(2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.
(3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.
(4) Description of work expected to be subcontracted, and to what firms, if known.
(5) List of key material suppliers.
(6) Preliminary bar chart time schedule
(7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.
(8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (D) above, the bidder shall submit such additional information as the Commissioner may require, including without limitation, an explanation or justification for specific unit price items.

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

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
LT-481 LINCOLN TUNNEL MANHATTAN, N.Y.	PRIME	$ 5,070,870.00	6/2012	PORT AUTHORITY of N.Y. & N.J. MR. MOSTAFA YACOUB (201) 216-2058	
MFA-203A J.F.K.I.A. & LAGUARDIA AIRPORT QUEENS, N.Y.	PRIME	$ 10,700,216.00	7/2012	PORT AUTHORITY of N.Y. & N.J. MR. ROMAMOIA (718) 533-4228	
Q162-212M ROCKAWAY BEACH BDWK QUEENS, N.Y.	PRIME	$ 3,883,666.00	11/2012	N.Y.C. PARKS & RECREATION MR. MARIN CHRISTE (718) 760-6752	

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER SEE ATTACHED LIST

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

ACME SKILLMAN CONCRETE CO., INC.

CURRENT WORK ON HAND:

J.F.K.924.234
Asphalt Concrete Pavement Repairs
Boro of Queens
Contract Amount-$3,143,220.00
Awarded-9/30/11
Completion Date-5/13
Bonded
98% Completed
Amount Due On Contract-$147,870.00
Subcontractors-$1,873,400.00

Port Authority of NY & NJ
J.F.K.I.A.-Building 14-1st Floor-East Wing-
Jamaica, New York 11430
Mr. Armando Martinez (718)244-8112

Q125235JT
Installation of Drainage System
Boro of Queens
Contract Amount-$779,899.00
Awarded-9/5/12
Completion Date-5/13
Bonded
98% Completed
Amount Due On Contract-$287,789.00
Subcontractors-$50,000.00

New York Power Authority
123 Main Street
White Plains, New York 10601
Mr. Vincent Malvarosa (914)390-8149

D004304
Playground Construction
@Roberto Clemente State Park
Boro of Bronx
Contract Amount-$1,224,164.00
Awarded-12/14/12
Completion Date-8/13
Bonded
50% Completed
Amount Due On Contract-$986,983.44
Subcontractors-$189,600.00

New York State Office of Parks &
Recreation & Historic Preservation
163 West 125th Street-17th Floor
New York, New York 10027
Mr. Stephen McCorkell (518)474-1352

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
HWM215 WEST 215TH STREET MANHATTAN, N.Y.	PRIME	$ 2,492,759.00	UNKNOWN AS YET	N.Y.C. DEPARTMENT OF DESIGN & CONSTRUCTION (718) 391-1501	

OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE

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

Contractor: _____

Address: _____

_____

Telephone Number: _____

Name and Title of Signatory: _____

_____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

Names of Subcontractors in the amount of 750,000 or more on this contract (if not known at this time, so state indicating that trades will be subcontracted):

_____

_____

_____

I, (fill in name of person signing) _____, hereby affirm that I am authorized by the above-named contractor to certify that said contractor's proposed contract with the above-named owner or city agency is less than $1,000,000. This affirmation is made in accordance with Executive Order No. 50 (1980) as amended and its implementing regulations.

_____ _____

Date Signature

WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

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

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

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

Name of Bidder: ACME SILLMAN CONCRETE CO. INC.
Bidder's Address: 56-22 58TH STREET MASPETH N.Y. 11378
Bidder's Telephone Number: (718) 326-2002
Bidder's Fax Number: (718) 326-0557
Date of Bid Opening: 6/12/13
Project ID: RWM017

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

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

Date of Submission: 12/19/11

By: _____
(Signature of Partner or corporate officer)

Print Name: FERNANDO MINCHELLA

(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: FERNANDO MINCHELLA

Certificate of No Change Form

Mayor's Office of Contract Services

- 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, GIUSEPPINA CAVALIERE, 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: ACME SKILLMAN CONCRETE CO. INC.

Vendor's Address: 56-22 58TH STREET MASPETH N.Y. 11378

Vendor's EIN or TIN: 11-3140654 Requesting Agency: DDC

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: 3/9/11

Signature date on change submission for the submitting vendor: 12/19/11

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Mayor's Office of Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1	FERNANDO MINCHELLA	3/9/11	12/19/11
2	CLAUDIA HUBBARD	3/9/11	12/19/11
3	GIUSEPPINA CAVALIERE	12/19/11	12/19/11
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:

GIUSEPPINA CAVALIERE
Name (Print)

VICE PRESIDENT
Title

ACME SKILLMAN CONCRETE Co INC.
Name of Submitting Entity

Giuseppina Cavaliere — 6.12.13
Signature — *Date*

Notarized By:

Ana M Rodriguez — QUEENS — 01RO4834191 9
Notary Public — *County License Issued* — *License Number*

Sworn to before me on: 6/12/13
Date

#1

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

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

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

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

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[*Please Check One*]

BIDDER'S CERTIFICATION

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

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

Dated: JUNE, New York
12, 2013

SIGNATURE

FERNANDO MINCHELLA
PRINTED NAME

PRESIDENT
TITLE

Sworn to before me this
12 day of JUNE 20 13

Ann M Rodriguez
Notary Public

ANN M. RODRIGUEZ
Notary Public State of New York
No 01RO4834919
Qualified in Queens County
Commission Expires 11/17/2014

Dated:

Small Business
Services

obert W. Walsh
Commissioner

213CY051

March 20, 2013

Mr. Fernando Minchella
Acme Skillman Concrete Company, Inc.
56-22 58th Street
Maspeth, NY 11378

RE: New York City Department of Design and Construction Contract (DDC); Project No. HWM215; Reconstruction of West 215th Step Street between Broadway and Park Terrace East; Borough of Manhattan; Contract Value: $2,492,759.00; **Certificate of Approval**.

Dear Mr. Minchella:

The Department of Small Business Services/Division of Labor Services (DLS) has reviewed the Employment Report (ER) and supportive materials submitted by Acme Skillman Concrete Company, Inc. located at 56-22 58th Street Maspeth, NY, in connection with the contract referenced above.

DLS has concluded that Acme Skillman Concrete Company, 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 **(DDC)** of this determination.

Contingent upon Acme Skillman Concrete Company, Inc.'s ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the three **(3)** year period commencing on **March 20, 2013** and terminating **March 19 2016. This determination for a one year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this one- year period.** However, Acme Skillman Concrete Company, Inc's Construction Employment Report workforce information **must** be submitted for each new project. In addition, Acme Skillman Concrete Company, Inc., must regularly submit to DLS the Monthly Workforce Utilization Table and Monthly Payroll Records as explained during the Pre- Award Conference held on March 19 2013.

It is important that Acme Skillman Concrete Company, 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**.

Very truly yours,

Helen Wilson
Executive Director
Division of Labor Services

cc: Lorraine Holley (DDC)
Rosalyn Dawson
File

#1 RWM017

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

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

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

CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

CONTRACT FUNDING SOURCE	CONTRACTOR	CONTRACT VALUE	SUBMISSION REQUIREMENT
Federally assisted	Prime and subcontractors	$10,000 or greater	Construction Employment Report
City and state funded	Prime contractor	$1,000,000 or greater	
	Subcontractor	$750,000 or greater	
		Less than $750,000	Less than $750,000 Waiver

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted

or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**

2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

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

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

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

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information
Part I: Contractor/Subcontractor Information
Part II: Employment Policies and Practices
Part III: Contract Bid Information and Projected and Current Workforce Forms
Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 4 – 8: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.

Question 9: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 10: Please provide the number of permanent employees in your company.

Question 11a-h: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.

Questions 12 – 14: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

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

If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of

the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.

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

Question 15: If the company was audited by the OFCCP, also provide the following:

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

Question 16: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

Questions 17a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 18a, 18b, etc.)

Questions 18a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 19: Inquires into where and how I-9 forms are maintained and stored.

Questions 20a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copes of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 21: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 22: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 23: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 24: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition

Question 25: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition

Question 26: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 27: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor X Subcontractor ____

1a. Are M/WBE goals attached to this project? Yes ✓ No ____

2. Please check one of the following if your firm would 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

2a. If you are certified as an **MBE**, **WBE**, or **LBE**, what city/state agency are you certified with? PORT AUTHORITY of NY + NJ 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 ✓

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. 11-3140654 acme@acmeskillman.com
Employer Identification Number or Federal Tax I.D./ Email Address

6. ACME SKILLMAN CONCRETE CO INC.
Company Name

7. 56-22 58TH STREET MASPETH N.Y. 11378
Company Address and Zip Code

8. FERNANDO MINCHELLA (718) 326-2002
Chief Operating Officer Telephone Number

9 ANN RODRIGUEZ (718) 326-0557
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")

10. SAME
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")

11. Number of employees in your company: 17

FOR OFFICIAL USE ONLY: File No._____

12. Contract information:

(a) DDC
Contracting Agency (City Agency)

(b) _____
Contract Amount

(d) RWM017
Procurement Identification Number (PIN)

(e) _____
Contract Registration Number (CT#)

(f) _____
Projected Commencement Date

(g) _____
Projected Completion Date

(h) Description and location of proposed contract:
REHAB OF WEST 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE & BROADWAY RETAINING WALL

13. 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.

14. 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.

15. 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: _____

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

If yes,

(a) Name and address of OFCCP office.

_____

_____

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

FOR OFFICIAL USE ONLY: File 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.

17. 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

18. 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?

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

(a) Prior to job offer	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___

20. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible. ALL FORMS KEPT AT ACME SKILLMANS OFFICE IN MASPETH, QNS, N.Y.

21. 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.

22. 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.

23. Does the company have a current affirmative action plan(s) (AAP)
_____Minorities and Women
_____Individuals with handicaps
_____Other. Please specify _____

24. 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.

25. 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.

26. 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.

27. 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).

_____

_____

28. 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).

_____

_____

FOR OFFICIAL USE ONLY: File No._____

SIGNATURE PAGE

I, (print name of authorized official signing) FERNANDO MINCHELLA 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.

ACME SKILLMAN CONCRETE CO INC.

Contractor's Name

ANN RODRIGUEZ OFFICE MANAGER

Name of person who prepared this Employment Report — Title

FERNANDO MINCHELLA PRESIDENT

Name of official authorized to sign on behalf of the contractor — Title

(718) 326-2002

Telephone Number

6/12/13

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/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 12 day of JUNE 2013

Ann M Rodriguez — 6/12/13

Notary Public — Authorized Signature — Date

ANN M. RODRIGUEZ
Notary Public State of New York
No 01RO4834919
Qualified in Queens County
Commission Expires 11/12/2014

FOR OFFICIAL USE ONLY: File No._____

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

Date _____ File Number _____

LESS THAN $750,000 SUBCONTRACT CERTIFICATE

Are you currently certified as one of the following? Please check yes or no:
MBE Yes ___No ___ WBE Yes ___No ___ LBE Yes ___No ___ DBE Yes___No___

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

_____

Please check one of the following if your firm would like information on how to certify with the City of New York as a:
___Minority Owned Business Enterprise ___Locally based Business Enterprise
___Women Owned Business Enterprise

_____
Company Name Employer Identification Number or Federal Tax I.D

_____
Company Address and Zip Code

_____
Contact Person (First Name, Last Name) Telephone Number

_____
Fax Number E-mail Address

Description and location of proposed subcontract:_____
_____
_____

_____ _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)
(City contracts only) (City contracts only)

_____ _____
Block and Lot Number ICIP Application Number
(ICIP projects only) (ICIP projects only)

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

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

_____
Signature of authorized official Date

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

_____
Notary Public Authorized Signature Date

Revised 1/13
FOR OFFICIAL USE ONLY: File No._____

(NO TEXT ON THIS PAGE)

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

FOR OFFICIAL USE ONLY: File No._____

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

	MALES					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		T								

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

_____

_____

FOR OFFIC[illegible]E ONLY: File No. _____

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female (Col. #6 – 10): _____

	MALES					FEMALES				
	(1) 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		T								

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

_____

_____

FOR OFFICIAL USE ONLY: File No._____

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

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)?

_____

_____

FOR OFFICIAL USE ONLY: File No._____

FORM C: CURRENT WORKFORCE

Trade:

_____

Union Affiliation, if applicable

_____

Total (Col. #1-10):

_____

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

_____

Total Female
(Col. #6 – 10):

_____

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

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

_____

_____

FOR OFFICIAL USE ONLY: File No._____

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: RWM017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX - NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

_____
Contractor.

_____

Dated_____, **20**_____

_____

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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

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

LAW

VOLUME 2 OF 3

INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: RWM017

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INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
AECOM/DEWBERRY ENGINEERS INC.

MARCH 22, 2013

3-048

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

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

VOLUME 2 OF 3

INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
IN-HOUSE DESIGN

MARCH 3, 2010

Notice to Bidders:

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and Contractor receives notice of its implementation, Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of this contract. For each subcontractor listed, Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under [section 3.02 of Appendix A][Article 17 of the Standard Construction Contract] and PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. 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...

When the subcontractor reporting system is implemented, Contractor will receive a written notice from the City which will contain the information the Contractor will need to list its subcontractors and report payments. Contractor will not be required to comply with the requirements set forth herein until such notice is issued. Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that have not yet been approved by the Agency, subcontractors will have to be listed in the system in order to obtain the required Agency approval.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and may 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. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.

(NO TEXT ON THIS PAGE)

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of $100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

   (a) 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 (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

   (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

   (c) 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:

      (i) 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

      (ii) the rights and remedies afforded to its employees under New York City 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.

   (d) For the purposes of this rider, "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.

   (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

NOTICE TO BIDDERS

Please be advised that the City of New York has revised the form of the performance bond that is required for City construction contracts that exceed $5 million. The form of bond required for contracts that do not exceed $5 million has not changed. The City's payment bond remains unchanged.

The bond form for contracts that do not exceed $5 million has been approved by the U.S. Small Business Administration ("SBA") for participation in their Bond Guarantee Program. The SBA's Bond Guarantee Program enables eligible small businesses to obtain or increase bonding by having the SBA act as a partial guarantor of the contractor to the surety. For information concerning the SBA program, including current limits on what size contracts are eligible for participation in the program, go to www.sba.gov/osg. If you are interested in participating in this program, we suggest that you contact your broker or the SBA.

In order to maximize participation by small businesses in the SBA Guarantee Program, the City also encourages prime contractors who are awarded contracts greater than $5 million to allow their subcontractors to use the SBA-approved form, particularly on contracts that are subject to Local Law 129 (the M/WBE program), if the prime contractor requires subcontractors to obtain performance bonds.

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CITY OF NEW YORK

DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURES

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

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

TABLE OF CONTENTS

(NO TEXT ON THIS PAGE)

INFORMATION FOR BIDDERS

1. Description and Location of Work

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

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

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

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or

(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

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

(1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;

(2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and

(3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;

(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;

(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;

(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;

(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:

(i) The names, address and telephone numbers of LBE firms that are contacted;

(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;

(iii) Documentation showing that no reasonable price can be obtained from LBE firms;

(iv) A statement of why agreements with LBE firms were not reached;

(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and

(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

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

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

38. Bid Submission Requirements

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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 the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

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

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

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

IV. RESPONSIBILITIES

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

A. Resident Engineer / Construction Project Manager / Construction Manager

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

B. Contractors

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

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

V. SAFETY QUESTIONNAIRE

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

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

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

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

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

1. Responsibility and Organization: Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.

2. Communication: Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.

3. Job Hazard Assessment: A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.

4. Accident/Exposure Investigation: Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.

5. Hazard Correction: Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards

6. Training: Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

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.

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CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

CHAPTER IX
PARTIAL AND FINAL PAYMENTS

CHAPTER X
CONTRACTOR'S DEFAULT

CHAPTER XI
MISCELLANEOUS PROVISIONS

TABLE OF CONTENTS

CHAPTER XI (CONT'D)
MISCELLANEOUS PROVISIONS

WITNESSETH:

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

CHAPTER I
THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of 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:

1.1.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 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.

1.2 Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner, of the Agency that is entering into this Contract, before the submission of its bid as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 **"Addendum"** or **"Addenda"** shall mean the additional Contract provisions 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.

2.1.4 **"City"** shall mean the City of New York.

2.1.5 **"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.

2.1.6 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.7 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.8 **"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.

2.1.9 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.10 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.11 **"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.

2.1.12 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.13 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be.

2.1.14 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.15 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.16 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.17 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.18 **"Final Approved Punch List"** shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.19 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a Statute of the United States or

of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.20 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.21 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.22 **"Other Contractor(s)"** shall mean any Contractor (other than the entity which executed this Contract or its Subcontractors) who 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 public improvement to which this Contract relates.

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 **"Specifications"** shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.30 **"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, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.31 **"Substantial Completion"** shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely, complete.

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 all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

CHAPTER II
THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications** and **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB** Rules") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB** Rules and a provision of this **Contract**, the **PPB** Rules shall take precedence.

5.3 Noise control code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise

emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the Department of Environmental Protection.

5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code of the **City** ("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 work 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 New York City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the Department of Environmental Protection in accordance with 15 RCNY §28-101. No Contract work may take place at a worksite 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 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 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.

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 to fulfill the requirements of this Article 5.4.2, where the Commissioner of the New York 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 City 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 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 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 is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the Agency issuing this solicitation.

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 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 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 calendar 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)(1) Where the 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 those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(2) 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, 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)(3) In determining which technology to use for the purposes of Articles 5.4.3(d)(1) and 5.4.3(d)(2) above, 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)(4) Contractors 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 Agency issuing the solicitation. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(1) and 5.4.3(d)(2) above shall expire after one hundred eighty days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the 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. Contractors 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) 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 and ten thousand 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 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:

5.4.6(1) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(2) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(3) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(4) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(5) The locations where such Nonroad Vehicles were used; and

5.4.6(6) 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.

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 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 of New York 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 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 terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower 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.

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 horsepower (HP) rating of 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.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

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

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

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract.** The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The **Contractor's** notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the **Contractor**, the number of the **Contract**, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost.

7.3.2(a) At the time notice is provided to the insurance carrier(s), the **Contractor** shall provide copies of such notice to the **Comptroller** and the **Commissioner**. Notice to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. Notice to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions.

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 indemnify, defend and hold the **City**, its employees and agents (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 **Contractor** waives all rights against the **City** for any damages or losses for which either is covered under any insurance required under Article 22 (whether or not such insurance is actually procured) or any other insurance applicable to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**.

7.6 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III
TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the Engineer, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to enable 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** shall determine 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 (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 this **Contractor's** failure to comply with the **Engineer's** direction 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 **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 suit based upon such claim and if any judgment or claims (even if the allegations of the suit are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this article and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **Commissioner** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officers, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **Commissioner** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **Commissioner** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **Commissioner** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the **Commissioner** or the Board.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **Commissioner** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **Commissioner** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original bid amount;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **Commissioner** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **Commissioner** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **Commissioner** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **Commissioner**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency Contract** file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the Corporation Counsel and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any other **Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, and agrees that all it may be entitled to on account of any such delay is an extension of time to complete performance of the **Work** as provided herein.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth in Articles 14.2.1 and 14.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.4 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in 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 shall 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. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the specifications, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by this article. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Commissioner** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV
SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No work may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**, the portion of the **Work** and materials which it is to perform and furnish, the cost of the subcontract, the VENDEX questionnaire if required, 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 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.

17.4 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is qualified or not qualified. If the proposed **Subcontractor** is not qualified, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted on the **Site** unless approved.

17.5 Before entering into any subcontract hereunder, the **Contractor** shall inform the **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall

expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract.**

17.6 Documents given to a **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.7 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.

17.8 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** have either their own insurance coverage or are covered by the **Contractor's** insurance as required by Article 22.

17.9 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:

17.9.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor and materials, and as to retained percentages, as are contained in this **Contract**.

17.9.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractors** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.9.3 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 its **Subcontractors** in excess of $50,000 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.).

17.10 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 adjusted.

17.11 On **Contracts** where 100% 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.

17.12 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, or conveyance 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 or conveyance, 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 GUARANTY

ARTICLE 19. SECURITY DEPOSIT

19.1 The bid deposit, if required, shall be retained by the **Comptroller** as security for the **Contractor's** faithful performance of the **Contract** and will be returned to the **Contractor** only after the sum retained under Article 21 equals the amount of the bid deposit, subject to the other provisions of this **Contract**. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time after posting of such bonds and execution of this **Contract** by the **City**. When no partial payments are provided, the bid deposit will be released when final payment is certified to the **Comptroller** for payment.

19.2 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**:

19.2.1 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

19.2.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where 100% performance bonds and payment bonds are executed, this article does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond, the **City** shall, in accordance with the terms of this article, guarantee payment of all lawful demands 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 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 this Article 20.3.

20.3.2 Nothing in this article 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**.

20.3.3 All demands made against the **City** pursuant to this article shall be made within four (4) months from the date payment is due on the invoice or invoices submitted by the beneficiary to the **Contractor** for labor or **Work** done or for materials or supplies delivered, or, if the demand is for wages, four (4) months from the date the wages were due to be paid to the beneficiary.

20.3.4 All demands made against the **City** by such beneficiary shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems 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.

20.3.5 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.

20.3.6 The **City** will not initiate the payment process of this article or make payment on a demand where the beneficiary making the demand has filed a lien against the **Work** or otherwise sues the **City** prior to receiving a written notice from the **City** that it will not pay the demand.

20.3.7 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorney's fees.

20.4 Upon the receipt by the **City** of a demand pursuant to this article, 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.

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**.

20.4.2 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 lien has been filed, the terms and conditions set forth in Article 23 shall apply.

20.5 The provisions of this article 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, 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 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 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 his **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 If this **Contract** requires 100% performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded does not exceed $500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded exceeds $500,000, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct, and retain until the substantial completion of the **Work,** up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: 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**), the **Contractor** shall effect and maintain the following types of insurance if and as indicated in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be issued by companies that meet the standards of Article 22.2.1 and shall be primary (and non-contributing) to any insurance or self-insurance maintained by the **City.**

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide a Commercial General Liability Insurance policy covering the **Contractor** as Named Insured and the **City** as an Additional Insured. This policy shall protect the **City** and the **Contractor** from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made", and shall 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, Medical Payments, Independent Contractors, Personal Injury (Contractual Exclusion deleted), Explosion, Collapse and Underground Property, and Incidental Malpractice. If such insurance contains an aggregate limit, it shall apply separately to this **Project**.

22.1.1(a) Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured under this policy. Coverage for the City as Additional Insured shall specifically include the City's officials and employees, and shall be at least as broad as either Insurance Services Office ("ISO") Form CG 20 10 (07/04 ed.) or Form CG 20 33 (07/04 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (07/04 ed.).

22.1.1(b) If this **Contract** is equal to or greater than Ten Million Dollars ($10,000,000.00), each Commercial General Liability Insurance policy provided shall contain each of the following endorsements:

22.1.1(b)(i) The Duties in the Event of Occurrence, Claim or Suit condition of the policy is amended per the following: If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the City of New York as Additional Insured under this policy, such knowledge by an agent, servant, official, or employee of the City of New York will not be considered knowledge on the part of the City of New York of the "occurrence", "claim", or "suit" unless the following position shall have received notice thereof from such agent, servant, official, or employee: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department; and

22.1.1(b)(ii) Any notice, demand or other writing by or on behalf of the Named Insured to the Insurance Company shall also be deemed to be a notice, demand, or other writing on behalf of the City as Additional Insured. Any response by the Insurance Company to such notice, demand or other writing shall be addressed to Named Insured and to the City at the following addresses: Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, N.Y. 10007; and Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, NY 10007.

22.1.2 Workers' Compensation Insurance and Disability Benefits Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Workers Compensation 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 qualifying for insurance pursuant to Article 22.1.4).

22.1.3 Employers' Liability Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Employers Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this Contract (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.4 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, 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**.

22.1.5 Builders' Risk Insurance: The **Contractor** shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the **Work** performed in accordance with Schedule A, as well as the value of any equipment, supplies and/or material for the **Project** that may be in storage (on or off the **Site**) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the **City** held in their care, custody and/or control. Such policy shall name as insureds the **City**, the **Contractor**, and its **Subcontractors**. The Builders' Risk policy shall contain the following endorsements:

22.1.5(a) The **City** and the **Contractor** shall be named as loss payee for the **Work** in order of precedence, as their interest may appear; and

22.1.5(b) In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and

22.1.5(c) In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The City of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

22.1.6 Comprehensive Business Automobile Liability Insurance: The **Contractor** shall provide a Comprehensive Business Automobile Liability policy for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this **Contract**. Coverage should be at least as broad as ISO Form CA0001, ed. 10/01.

22.1.6(a) 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.

22.1.7 Pollution/Environmental Liability Insurance: The **Contractor** shall provide Pollution/Environmental Liability Insurance covering bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. 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, suit, or proceedings against the **City** arising from the operations under this **Contract.** Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as provided to the **Contractor** for this **Project.**

22.1.7(a) If such coverage 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 years from the time the **Work** under this **Contract** is completed.

22.1.8 Marine Insurance:

22.1.8(a) Marine Protection and Indemnity Insurance: The **Contractor** shall provide a Marine Protection and Indemnity policy with coverage at least as broad as policy form SP-23. The policy shall provide coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this **Contract** including injury or death of crew members (if not fully provided through other insurance), damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

22.1.8(b) Ship Repairers Legal Liability Insurance: The **Contractor** shall provide a Ship Repairers Legal Liability Insurance policy covering all repair operations under this **Contract** at or in the vicinity of a designated approved port or yard under this **Contract**. The policy shall provide coverage from the point of acceptance of care custody and control of any **City** vessel. The policy shall provide Bailee Coverage for any **City** vessel in the **Contractor's** care, custody and control and coverage for damage to property of others caused by any **City** vessel in the **Contractor's** care custody and control.

22.1.8(c) Collision Liability/Towers Liability Insurance: The **Contractor** shall provide a Collision Liability/Towers Liability Insurance policy with coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the American Institute Tug Form (08/01/76) for all tugs used under this **Contract** and Collision Liability per American Institute Hull Clauses (6/2/77).

22.1.8(d) Marine Pollution Liability Insurance: The **Contractor** shall provide a Marine Pollution Liability Insurance policy covering itself as Named Insured and the **City** (together with its officials and employees) as Additional Insured for 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. Coverage under this policy shall be at least as broad as that provided by Water Quality Insurance Syndicate Form (09/98 ed.).

22.1.9 The **Contractor** shall provide such other types of insurance, at such minimum limits, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance 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 AA, unless prior written approval is obtained from the Mayor's Office of Operations.

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 Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess and umbrella policies of that type of coverage.

22.2.5 All required insurance policies, except for insurance required pursuant to Sections 22.1.2, 22.1.3, and 22.1.4, shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed unless thirty (30) days prior written notice is sent by the Insurance Company to the Named Insured (or First Named Insured, as appropriate), the **Commissioner**, and to the **Comptroller**, attn: Office of Contract Administration, Municipal Building, Room 1005, New York, New York 10007."

22.3 Proof of Insurance:

22.3.1 Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract**, except for Workers Compensation Insurance and Disability Benefits Insurance and builders' risk insurance, file a Certificate of Insurance with the **Commissioner** pursuant to Article 22.6. For Workers' Compensation Insurance and Disability Benefits Insurance, the **Contractor** shall file proof of insurance in a form acceptable to the **Commissioner** within ten (10) **Days** of award. Accord forms are not acceptable proof of workers' compensation coverage. The Contractor must submit one of the following forms to the Department, or another form acceptable to the Department: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance. For builders' risk insurance, the **Contractor** shall file a Certificate of Insurance with the **Commissioner** at the direction of the **Commissioner** but in any event no later than ten (10) **Days** prior to commencement of the **Work**.

22.3.1(a) All Certificates of Insurance shall be in a form acceptable to the **City** and shall certify the issuance and effectiveness of the types of insurance specified in Schedule A, each with the specified minimum limits and evidence of the compliance with the Additional Insured or Named Insured provisions of Articles 22.1.1(a), 22.1.5, 22.1.7, and 22.1.8, as applicable. All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part II of Schedule A or completed copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

22.3.2 Certificates of Insurance confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such Certificates of Insurance shall comply with the requirements of Article 22.3.1(a) and, if applicable, Article 22.3.1(b).

22.3.3 The **Contractor** shall be obligated to provide the **City** with a copy of any policy required by this Article 22 upon the demand for such policy by the **Commissioner** or the New York City Law Department.

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 hereunder does not excuse the **Contractor** from securing a policy consistent with all provisions of this Article 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.

22.5 The **City** as Additional Insured or Loss Payee under **Subcontractors'** Insurance. The Contractor shall ensure that each **Subcontractor** name the **City** as Additional Insured or loss payee, as appropriate, under all policies covering **Work** performed by such **Subcontractor** under this **Contract**. The **City**'s coverage as Additional Insured shall include the **City's** officials and employees and be at least as broad as that provided to the **Contractor**. The foregoing requirements shall not apply to insurance provided pursuant to Articles 22.1.2, 22.1.3, and 22.1.4.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 If the **Contract** involves disposal of hazardous materials, the **Contractor** shall dispose such materials only at sites where the disposal site operator maintains Pollution Legal Liability Insurance in the amount of at least $2,000,000 for losses arising from such disposal site.

22.8 Materiality/Non-Waiver: The **Contractor's** failure to secure policy(ies) in complete conformity with this Article, or to give the Insurance Company timely notice of any sort required in this **Contract** on behalf of the **City**, or to do anything else required by this Article 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.

22.9 Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the **Contractor** or **Subcontractors** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions as are available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the City, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this article, and return the balance, if any, without interest, to the **Contractor**.

23.3 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Agency** and with the **Treasurer** any notice as is described in the New York State Lien **Law**, or any act of the Legislature of the State of New York, the **City** shall retain, from the monies due or to become due under this **Contract**, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to **Law**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guarantee are provided for.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers or lessees of the premises.

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 **Laws** 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 **Department**.

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 a time and material basis 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 on a time and material basis 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.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes 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, necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by PRIMEDIA (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 PRIMEDIA (the "Blue Book"). The reasonable rental value is 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 of such rental rates; second shift shall be sixty percent of the first shift rate; and third shift shall be forty

percent of the first shift rate. Equipment on standby shall be reimbursed at one-third the prorated monthly rental rate. **Contractor**-owned equipment includes equipment from rental companies affiliated with or controlled by the **Contractor,** as determined by the **Commissioner**. In establishing cost reimbursement for non-operating contractor-owned equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned 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 Reasonable rental costs of non-**Contractor**-owned necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.7 Workers' compensation insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of workers' compensation insurance shall be based upon the Manual Rate for such insurance for the applicable work classifications/codes, in accordance with the most recent schedule promulgated by the New York Compensation Insurance Rating Board; plus

26.2.8 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.9 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than workers' compensation insurance; plus

26.2.10 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus item 26.2.9, 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

26.2.11 Five (5%) percent of the total of items in Article 26.2.6, 26.2.7, and 26.2.8 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**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall

be computed in accordance with items 26.2.1 through 26.2.8. If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in Articles 26.2.9 through 26.2.11. If the cost of the omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

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 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this article 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 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 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 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 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, 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 disputed 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 **Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article 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** 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. 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 **Agency** 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 section 7-201 and 7-203 of the New York City 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 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 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;

27.6.1.1 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

27.6.2 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, 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 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 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 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 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 Corporation Counsel, the Director of the Office of Construction, 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 Laws 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.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this article 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.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Extra Work** on a Time and Material Basis ordered by the **Commissioner** under Article 25, or is performing disputed **Work**, 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 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** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to 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 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, 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, 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, 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** or **Comptroller** 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** or **Comptroller** 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.

30.5 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 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** to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, officer, 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 **Resident Engineer**, or any other officer, 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, 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.

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.

36.1.5 The aforesaid provisions of this article covering every **Contract** for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section 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 all information and reports including an Employment Report before the award of the **Contract** which are required by E.O. 50, the Rules and Regulations promulgated thereunder, and orders of the 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.

Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in the **Agency** declaring the **Contractor** to be non-responsible.

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 VIII of the Administrative Code;

36.5.2 every agreement between the **Contractor** and its **Subcontractors** in excess of $50,000 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.); and

36.5.3 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 Section 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) calendar **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**. Minimum wages shall be the rates fixed by Federal **Law** and regulations.

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.

37.4 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 wage scale as provided in Labor Law Section 220, as amended, or

37.4.1(b) Less than 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) and Minimum Wages (Article 37.2.6), the party responsible therefore 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 suits brought by the Corporation Counsel in the name of the **City**, in addition to damage for any other breach of this **Contract**, 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 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 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, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered

simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work 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 work 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 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 work 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 dollars, such notice shall also include a statement that, that each worker, laborer or mechanic 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. 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

37.6.3.1 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: Provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, 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**; 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 in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under 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 If this **Contract** is for an amount greater than $1,000,000, 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 $750,000, 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** or **Subcontractor(s)** 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**.

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 with the provisions of this article 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 for 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** shall maintain on the **Site** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain pursuant to Labor **Law** Section 220. The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. 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 original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Chapter VIII. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Engineer** that this Chapter VIII and the Labor **Law**, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

38.2 When directed by the **Engineer**, the **Contractor** or **Subcontractor** shall provide the **Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

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** void.

CHAPTER IX
PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the Notice to Proceed, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed

under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once a month, the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor **Law** Section 220-a.

42.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the Bid will be applicable to payments made under this **Contract**. The provisions require the payment to **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 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 section 43.5 herein, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at a 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 NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the **Contractor** by 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 suppliers for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 When the **Work** in the opinion of the **Commissioner**, has been substantially but not entirely completed, he/she shall issue a certificate of **Substantial Completion**.

44.2 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.2.1 A Final Verified Statement of any and all alleged claims against the **City** and any pending dispute resolution procedures in accord 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) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.2.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** 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 is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this article, will have waived any such claims.

44.2.2 A **Final Approved Punch List**.

44.2.3 Where required, a request for a substantial or final extension of time.

44.3 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a Partial and not a Final Payment. No **Substantial Completion** payment shall be made under this article where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.4 No further partial payments shall be made to the **Contractor** after the **Commissioner** issues a Certificate of **Substantial Completion**, except the **Substantial Completion** payment and **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.5 The **Contractor** acknowledges that nothing contained in this article is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any and all alleged claims against the **City**, and any pending dispute resolution procedures in accord 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 subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** 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, is entitled to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this article 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 to 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 officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Comptroller** 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 officer, 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 from commencing an action for breach of **Contract** under this provision to the extent permitted by **Law** and by the terms of the **Contract** 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 mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in the 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.

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

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

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to complete in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The previous provisions of this Chapter X shall be in addition to any and all other legal or equitable remedies permissible in the premises.

54.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

54.4 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

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 lawsuit, 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 lawsuit be instituted or maintained on any such claims unless such lawsuit is commenced within six (6) months after the date the **Commissioner** issues a Certificate of **Substantial Completion** pursuant to Article 44; except that:

56.2.1 Any claims arising out of events occurring after the date the **Commissioner** issues a Certificate of **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies becomes 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 lawsuit 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 indemnify the **City** against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the **Work**, including all costs and expenses which the **City** shall or may incur or be obligated to pay by reason thereof.

ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any officer, 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. SERVICES OF NOTICES

59.1 The **Contractor** hereby designates the business 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. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit.

59.2 Such address 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, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies 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** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all supplies and materials, other than consumable supplies, 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 supplies and materials shall be in full payment and consideration for the sale of such supplies and materials herein.

> 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, etc., 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** and labor.

62.3 The purchase by the **Contractor** of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or **City** Sales or Compensation Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the **Contractor** to the **City** is exempt from the aforesaid sales or compensating use taxes. With respect to such supplies and materials, 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 supplies and materials, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such materials as the property of the **City**.

62.4 Title to all materials 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 supplies and materials to the **Site** and prior to its becoming a part of the permanent structure and/or construction. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such materials and supplies in accordance with the provisions of this **Contract**, protect them, maintain them in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional materials 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 such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** of supplies and materials to be sold hereunder shall also be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid Sales or Compensation Use Taxes, provided that the subcontract agreements provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent structure and/or construction and that such subcontract agreements are in a form similar to this **Contract** with respect to the separation of the sale of materials from the **Work** and labor, services, consumable supplies and any other matters to be provided, and provided further that the subcontract agreements provide separate prices for materials and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and Materialmen shall obtain any and all necessary **Contractor** Exempt Purchase Certificates or Resale Certificates from the appropriate governmental **Agency** or **Agencies**, and furnish a **Contractor** Exempt Purchase Certificate or Resale Certificate to all persons, firms or corporations from which they purchase supplies and materials for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this article shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this article 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 **Agreement**, 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 herein 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 herein 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 herein 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 herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this article, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the Bid Breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding and conclusive.

64.2.1(b) For non-cancelable material and equipment, less salvage value, that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of:

64.2.1(b)(i) The direct cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, whichever is less, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000.) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000.) dollars and fifteen million ($15,000,000.) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000.) dollars.

64.2.1(d) In the event the City terminates a lump sum **Contract** pursuant to this article within ninety (90) days after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this article.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Material Contracts or Items: On all **Contracts** or items in a **Contract** where time and material records are specified as the basis for payment of the **Work**, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this article shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Cost shall not include overhead.

64.3 In no event shall any payments under this article exceed the **Contract** price for such items.

64.4 All payments pursuant to this article shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this article, 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 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** of New York, State of New York, 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 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 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 United States 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 State of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a State Court of competent jurisdiction located in the **City** and State 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 State Court of competent jurisdiction in the **City**.

65.3 If any provision(s) of this article 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 Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce 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, 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.

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the 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 enterprise ("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 prime **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 LBE's 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 **Contract**. Remedy for such breach of **Contract** may include the imposition of any or all of the following sanctions:

67.6.1 Reducing a **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 Where non-compliance is by an LBE, de-certifying and declaring the LBE ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells and transfers to the **City** all right, title and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law** and rules, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 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. HEALTH INSURANCE COVERAGE

70.1 If the price for which this **Contract** was awarded exceeds $100,000, or if the price for which this **Contract** was awarded when combined with other construction or services contracts awarded the **Contractor** by the **City** in the year prior to award of this **Contract** exceeds $100,000, the **Contractor,** following registration of the **Contract**, shall be required to submit responses to requests for information regarding the nature of any health

insurance provided by the Contractor to its employees and their spouses and domestic partners, upon request of the **Agency** or other designated **City** agency.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance **Law** ("Finance **Law**"), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance **Law**.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code and the Penal **Law** are applicable under the terms of this **Contract** in relation to Conflicts of Interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The Written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered 3.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum of: SEE BELOW Dollars, ($ 2,786,186.00), this said sum being the Amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.
Two Million Seven Hundred Eighty Six Thousand One Hundred Eighty Six and 00/100

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer 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 Agreement, 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 Finance with information necessary for Contractor to receive electronic funds transfer payments through the 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 agreement. 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 agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §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 contracting agency may waive the requirements hereunder 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 – PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the 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 made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below. The Contractor must comply with all applicable M/WBE requirements for this Contract. Schedule B of the Contract ("Subcontractor Utilization Plan") is included in the Bid Booklet.

Article I, Part A, below, sets forth provisions related to the participation goals for construction 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 AND PROFESSIONAL SERVICES CONTRACTS

1. The Target Subcontracting Percentage applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)). The "Target Subcontracting Percentage" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under $1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at poped@ddc.nyc.gov or via facsimile at (718) 391-1885. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)). The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under $1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under $1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor 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, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under $1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under $1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, 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 **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRCTING PERCENTAGE IS GRANTED (SCHEDULE B PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR 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 PLAN 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 EMAILED OR FAXED (IF THE VENDOR HAS PROVIDED AN EMAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where a Subcontractor 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 multi-year contracts, such list shall also be submitted every year thereafter. **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 Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under**

$1 million. 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. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); 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 hired pursuant to such plan, 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 Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, 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 for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) 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 Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor 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 **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) 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;
(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;
(d) 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 Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(e) 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;
(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;
(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(h) 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.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE 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 **Subcontractor Participation Goals** have been established for 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 a Subcontractor 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 Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

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

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of

this Contract and pertinent provisions of Local Law 129 of 2005, 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 M/WBE's to meet the required **Subcontractor 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 Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering 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 this Section 6-129, including, but not limited any Subcontractor 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) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, 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) exercise 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) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor 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 subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor 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 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), 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 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 Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the 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

By: _____
Deputy Commissioner

CONTRACTOR:

By: _____
(Member of Firm or Officer of Corporation)

Title: PRESIDENT

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

_____
Secretary

(Seal)

_____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 20th day of Sept., 2013, before me personally came FERNANDO MINCHELLA to me known who, being by me duly sworn did depose and say that he resides at 165-45 20th AVE WHITESTONE, N.Y. 11357 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified In Queens County
Commission Expires July 15, 2015

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 20th day of Sept, 2013, before me personally came Eric Macfarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified In Queens County
Commission Expires July 15, 2015

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX DATED
BUDGET DIRECTOR'S CERTIFICATE NO. 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 Seven Hundred Eighty Six
Thousand One Hundred Eighty Six and 00/100

Dollars ($ 2,786,186.00)

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.

Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York_____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

$_____

_____
Comptroller

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

Performance Bond #1 (Pages 78 to 81): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,
That we, _____

_____

_____

hereinafter referred to as the "Principal,"
and, _____

_____

_____

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

_____

_____

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

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

_____

_____

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

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

BOND NO: 015042034

Performance Bond #1 (Pages 78 to 81): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,
That we, ACME SKILLMAN CONCRETE CO., INC.

56-22 58TH STREET

MASPETH, NY 11378

hereinafter referred to as the "Principal,"
and, AMERICAN FIRE AND CASUALTY COMPANY

425 EAGLE ROCK AVENUE, SUITE 103

ROSELAND, NJ 07068

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of **TWO MILLION SEVEN HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED

EIGHTY SIX AND 00/100 DOLLARS **

($ 2,786,186.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

REHABILITATION OF RETAINING WALL AT WEST 155TH STREET (LOWER LEVEL) BETWEEN

RIVERSIDE DRIVE AND BROADWAY - BOROUGH OF MANHATTAN AND THE BRONX

FMS ID: RWM017 E-PIN 85013B0105001 DDC PIN: 8502013HW0051C

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

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

<u>Performance Bond #1 (Pages 78 to 81)</u>: Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

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

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

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

Performance Bond #1 (Pages 78 to 81): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

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

13TH day of SEPTEMBER, 20 13.

(Seal)

ACME SKILLMAN CONCRETE CO., INC. (L.S.)
Principal

By: FERNANDO MINCHELLA - PRESIDENT

(Seal)

Surety

By:

AMERICAN FIRE AND CASUALTY COMPANY

(Seal)

Surety

By:

GLENN G. GLUBIAK, ATTORNEY-IN-FACT

(Seal)

Surety

By:

(Seal)

Surety

By:

(Seal)

Surety

By:

Bond Premium Rate 2.5%

Bond Premium Cost $69,655

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

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

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

Performance Bond #1 (Pages 78 to 81): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of NEW YORK County of QUEENS ss:

On this 18 day of SEPTEMBER, 2013 before me personally came FERNANDO MINCHELLA, to me known, who, being by me duly sworn did depose and say that he/she resides at 163-45 90 AVENUE WHITESTONE NY 11357; that he/she is the PRESIDENT of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Ann M Rodriguez

Notary Public or Commissioner of Deeds.

ANN M. RODRIGUEZ
Notary Public, State of New York
No. 01RO4834919
Qualified in Queens County
Commission Expires 4/17/2014

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did dispose and say that he/she resides at _____ _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____, to me known, who,.being by me duly sworn did depose and say that he/she resides at _____ _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

ACKNOWLEDGEMENT OF SURETY

State of NEW YORK)

:SS:

County of SUFFOLK)

On the 13th day of SEPTEMBER, 2013, before me personally came GLENN GLUBIAK to me known, who, being by me duly sworn, did depose and say the (s)he resides at COMMACK, NY that (s)he is the Attorney-In-Fact of AMERICAN FIRE AND CASUALTY COMPANY the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.

JENNIFER SPADARO
Notary Public State of New York
No. 01SP5017514
Qualified in Suffolk County
Commission Expires Sept. 7
2017

Jennifer Spadaro

Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6012408

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

BOND NO: 015042034

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David A. Goldstein; Glenn G. Glubiak; Jennifer Spadaro; Penny Rocco

all of the city of Smithtown, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2013.

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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 28th day of February, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

K.D. RILEY COMM. EXP. NOTARY PUBLIC 12-09-2015 STATE OF WASHINGTON

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of September, 20 13.

By: David M. Carey, Assistant Secretary

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

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

Liberty Mutual. SURETY

AMERICAN FIRE AND CASUALTY COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets

Cash and Bank Deposits	$ 4,393,879
*Bonds — U.S Government	45,302,641
*Other Bonds	75,307,212
*Stocks	0
Real Estate	0
Agents' Balances or Uncollected Premiums	20,524,703
Accrued Interest and Rents	1,108,780
Other Admitted Assets	26,800,887
Total Admitted Assets	**$173,438,102**

Liabilities

Unearned Premium		$ 30,234,732
Reserve for Claims and Claims Expense		66,045,659
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		8,279
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		32,276,674
Total		**128,565,344**
Special Surplus Funds	$ 611,090	
Capital Stock	3,500,001	
Paid in Surplus	13,648,270	
Unassigned Surplus	27,113,397	
Surplus to Policyholders		**44,872,758**
Total Liabilities and Surplus		**$173,438,102**

AMERICAN FIRE AND CASUALTY COMPANY CORPORATE SEAL

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of American Fire and Casualty Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

Lloyd E Geary

Assistant Secretary

S-1262AFC/a 2/12

BOND NO: 015042034

Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

ACME SKILLMAN CONCRETE CO., INC.

56-22 58TH STREET

MASPETH, NY 11378

hereinafter referred to as the "Principal", and

AMERICAN FIRE AND CASUALTY COMPANY

425 EAGLE ROCK AVENUE, SUITE 103

ROSELAND, NJ 07068

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

**TWO MILLION SEVEN HUNDRED EIGHTY SIX THOUSAND ONE HUNDRED

EIGHTY SIX AND 00/100 DOLLARS **

($ 2,786,186.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

REHABILITATION OF RETAINING WALL AT WEST 155TH STREET (LOWER LEVEL) BETWEEN

RIVERSIDE DRIVE AND BROADWAY - BOROUGH OF MANHATTAN AND THE BRONX

FMS ID: RWM017 E-PIN 85013B0105001 DDC PIN: 8502013HW0051C

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

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

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

<u>Payment Bond (Pages 86 to 89)</u>: Use for any contract for which a Payment Bond is required.

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

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

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

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

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

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

Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 13th day of SEPTEMBER, 2013.

(Seal) ACME SKILLMAN CONCRETE CO., INC. (L.S.)
Principal
By: FERNANDO MINCHELLA - PRESIDENT

(Seal) AMERICAN FIRE AND CASUALTY COMPANY
Surety
By: GLENN G. GLUBIAK, ATTORNEY-IN-FACT

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

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

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

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

Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of QUEENS ss:

On this 18 day of SEPT, 2013, before me personally came FERNANDO MINCHELLA to me known, who, being by me duly sworn did depose and say that he resides at 163-45 20 AVENUE WHITESTONE NY 11357 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.

Ann M Rodriguez

Notary Public or Commissioner of Deeds

ANN M. RODRIGUEZ
Notary Public, State of New York
No. 01RO4834919
Qualified in Queens County
Commission Expires 11/17/2014

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

_____

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

_____

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

ACKNOWLEDGEMENT OF SURETY

State of NEW YORK)

:ss:

County of SUFFOLK)

On the 13th day of SEPTEMBER, 2013, before me personally came GLENN GLUBIAK to me known, who, being by me duly sworn, did depose and say the (s)he resides at COMMACK, NY that (s)he is the Attorney-In-Fact of AMERICAN FIRE AND CASUALTY COMPANY the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.

JENNIFER SPADARO
Notary Public State of New York
No. 01SP5017514
Qualified in Suffolk County
Commission Expires Sept. 7
2017

Jennifer Spadaro

Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6012409

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

BOND NO: 015042034

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David A. Goldstein; Glenn G. Glubiak; Jennifer Spadaro; Penny Rocco

all of the city of Smithtown, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2013.

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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 28th day of February, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

K.D. RILEY COMM. EXP. NOTARY PUBLIC 12-09-2013 STATE OF WASHINGTON

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of September, 2013.

By: David M. Carey, Assistant Secretary

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

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

Liberty Mutual. SURETY

AMERICAN FIRE AND CASUALTY COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets

Cash and Bank Deposits	$ 4,393,879
*Bonds — U.S Government	45,302,641
*Other Bonds	75,307,212
*Stocks	0
Real Estate	0
Agents' Balances or Uncollected Premiums	20,524,703
Accrued Interest and Rents	1,108,780
Other Admitted Assets	26,800,887
Total Admitted Assets	**$173,438,102**

Liabilities

Unearned Premium		$ 30,234,732
Reserve for Claims and Claims Expense		66,045,659
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		8,279
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		32,276,674
Total		**128,565,344**
Special Surplus Funds	$ 611,090	
Capital Stock	3,500,001	
Paid in Surplus	13,648,270	
Unassigned Surplus	27,113,397	
Surplus to Policyholders		**44,872,758**
Total Liabilities and Surplus		**$173,438,102**

AMERICAN FIRE AND CASUALTY COMPANY CORPORATE SEAL

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of American Fire and Casualty Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

Lloyd E Geary

Assistant Secretary

S-1262AFC/a 2/12

<u>Performance Bond #1 (Pages 78 to 81)</u>: Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

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

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

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

Performance Bond #1 (Pages 78 to 81): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

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

_____ day of _____, 20_____.

(Seal)

_____(L.S.)
Principal

By:_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

Bond Premium Rate _____.

Bond Premium Cost _____.

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

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

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

Performance Bond #1 (Pages 78 to 81): Use if the total contract price is $5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____; that he/she is the _____
of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did dispose and say that he/she resides at _____
_____; that he/she is _____ partner of
_____, a limited/general partnership existing under the laws of the State of
_____, the partnership described in and which executed the foregoing instrument;
and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,
to me known, who,.being by me duly sworn did depose and say that he/she resides at _____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

<u>Performance Bond #2 (Pages 82 to 85)</u>: Use if the total contract price is more than $5 Million.

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:,
That we, _____

_____

_____

hereinafter referred to as the "Principal,"
and, _____

_____

_____

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

_____

_____

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

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

_____

_____

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

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

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

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

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

Performance Bond #2 (Pages 82 to 85): Use if the total contract price is more than $5 Million.

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

_____ day of _____ 20 _____.

(Seal)

_____(L.S.)

Principal

By:_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

_____.

(Seal)

Surety

By:_____.

Bond Premium Rate _____.

Bond Premium Cost _____.

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he resides at _____
_____ ; that he/she is the _____
of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides at_____

_____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides at_____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

<u>Payment Bond (Pages 86 to 89)</u>: Use for any contract for which a Payment Bond is required.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

_____

_____

_____

hereinafter referred to as the "Principal", and _____

_____

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____

_____

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

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

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

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

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

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

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

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

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

<u>Payment Bond (Pages 86 to 89)</u>: Use for any contract for which a Payment Bond is required.

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

(Seal) _____(L.S.)
Principal

By:_____

(Seal) _____
Surety

By:_____

(Seal) _____
Surety

By:_____

(Seal) _____
Surety

By:_____

(Seal) _____
Surety

By:_____

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * * *

Affix Acknowledgments and Justification of Sureties.

(NO TEXT ON THIS PAGE)

SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

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

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

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

CODE	CLASSIFICATION
15 42 001	Rigger
15 42 002	Sign Erector
16 11 001	Gardener
16 11 002	Tree Pruner
16 11 003	Tree Remover
16 11 011	Asphalt Raker (Highway & Paving)
16 11 012	Tamper (Highway & Paving)
16 11 013	Curbsetter (Highway & Paving)
16 11 014	Formsetter (Highway & Paving)
16 11 015	Rammerman (Highway & Paving)
16 11 016	Laborer (Highway & Paving)
16 11 017	ALL OTHER TITLES (Highway & Paving)
16 23 001	Laborer
16 23 002	Operating Engineer (Heavy Construction-Maintenance)
16 23 003	Junior Operating Engineer
16 23 004	Junior Operating Engineer
16 23 005	Junior Operating Engineer
16 23 006	Fireman (Heavy Construction)
16 23 007	Oiler (Heavy Construction)
16 23 051	Surveyor-Heavy Construction
16 23 052	Surveyor-Heavy Construction-Instrument Man
16 23 053	Surveyor-Heavy Construction-Rodman
16 23 057	Surveyor-Land Surveying-Party Chief
16 23 058	Surveyor-Land Surveying-Instrument Man
16 23 059	Surveyor-Land Surveying-Rodman

CODE	CLASSIFICATION
16 23 061	Operating Engineer-Road & Heavy Construction
16 23 062	Operating Engineer-Paving
16 23 063	Operating Engineer-Concrete
16 23 071	Teamster-Heavy Equipment Trailer Driver
16 23 072	Teamster-Dump Truck Driver
16 23 073	Teamster-Flat Bed Trailer Driver (3-Axle)
16 23 074	Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001	Bricklayer
17 41 002	Mason Tender
17 41 004	Cement Mason
17 42 002	Metallic Lather
17 51 001	Carpenter
17 51 002	Dock Builder
17 71 001	Cement & Concrete Worker
17 91 001	Structural Iron Worker
17 95 001	Barman
17 96 021	Derrickmen & Riggers
17 99 001	Ornamental Iron Worker
17 99 002	Sandblaster
17 99 005	Pointers (Waterproofer)
17 99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

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

Pursuant to Labor Law §220 (3) the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts. Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

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

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

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

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

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

Prevailing Rate Schedule Information: The information below is intended to assist you in meeting your prevailing wage rate obligation.

Covered Workers: Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

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

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

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

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

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

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

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

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

220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM
EFFECTIVE PERIOD JANUARY 1, 2013 THROUGH JUNE 30, 2013

List of Amended Classifications

1. BOILERMAKER
2. CEMENT MASON
3. DERRICKPERSON AND RIGGER
4. DRIVER: TRUCK (TEAMSTER)
5. ENGINEER - FIELD (BUILDING CONSTRUCTION)
6. ENGINEER - OPERATING
7. HEAT AND FROST INSULATOR
8. HOUSE WRECKER
9. IRON WORKER - ORNAMENTAL
10. IRON WORKER - STRUCTURAL
11. MASON TENDER
12. MASON TENDER (INTERIOR DEMOLITION WORKER)
13. MOSAIC MECHANIC
14. PAPERHANGER
15. PLASTERER
16. PLASTERER - TENDER
17. PLUMBER
18. PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
19. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
20. ROOFER

21. SHEET METAL WORKER

22. SIGN ERECTOR

23. STEAMFITTER

24. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER

25. TILE FINISHER

26. TILE LAYER - SETTER

TABLE OF CONTENTS

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

Asbestos Handler

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $35.10
Supplemental Benefit Rate per Hour: $14.85

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)

BLASTER

Blaster

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $43.20
Supplemental Benefit Rate per Hour: $37.29

Blaster (Hydraulic)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $43.95

Supplemental Benefit Rate per Hour: $37.29

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.96
Supplemental Benefit Rate per Hour: $37.29

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.24
Supplemental Benefit Rate per Hour: $37.29

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.29
Supplemental Benefit Rate per Hour: $37.29

Blaster - Powder Carriers

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $33.73
Supplemental Benefit Rate per Hour: $37.29

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $32.57
Supplemental Benefit Rate per Hour: $37.29

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $31.88
Supplemental Benefit Rate per Hour: $37.29

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $19.26
Supplemental Benefit Rate per Hour: $37.29

Overtime Description

For Blaster - Magazine Keepers: (Watch Person) only - time and one half the regular rate for work after an 8 hour day, Saturday, Sunday and holidays listed below.

Overtime

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

Overtime Holidays

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

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $47.98
Supplemental Benefit Rate per Hour: $37.88
Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - $56.36; For double overtime - $74.86.

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate per Hour: $49.47
Supplemental Benefit Rate per Hour: $39.48

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - $58.78; For double overtime - $78.07.

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate per Hour: $49.47
Supplemental Benefit Rate per Hour: $39.78
Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - $59.08; For double overtime - $78.37.

Overtime Description

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

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

Paid Holidays

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

Shift Rates

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

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $46.44
Supplemental Benefit Rate per Hour: $27.53

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

Paid Holidays
None

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

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $46.15
Supplemental Benefit Rate per Hour: $38.50

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

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

Overtime Holidays

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

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

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

Heavy Construction Work

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $46.74
Supplemental Benefit Rate per Hour: $42.37

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 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.98
Supplemental Benefit Rate per Hour: $25.67
Supplemental Note: $28.42 on Saturdays; $31.17 on Sundays & Holidays

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

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

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

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

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

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $42.50
Supplemental Benefit Rate per Hour: $39.06
Supplemental Note: Overtime supplemental benefit rate per hour: $57.56

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $37.63
Supplemental Benefit Rate per Hour: $39.06
Supplemental Note: Overtime supplemental benefit rate per hour: $57.56

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
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.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $35.44
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $28.60
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $25.74
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $22.88
Supplemental Benefit Rate per Hour: $19.75

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $20.02
Supplemental Benefit Rate per Hour: $19.75

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)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $43.49 - For work performed in Staten Island.

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $41.00
Supplemental Benefit Rate per Hour: $46.07
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $47.49 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $30.00
Supplemental Benefit Rate per Hour: $31.32

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct $1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $58.95
Supplemental Benefit Rate per Hour: $42.37

Diver Tender (Marine)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $42.10
Supplemental Benefit Rate per Hour: $42.37

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

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

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $46.74
Supplemental Benefit Rate per Hour: $42.37

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 10:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid the straight time hourly wage for 9 hours and the straight time supplemental benefits for 8 hours.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $35.84
Supplemental Benefit Rate per Hour: $36.93

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $37.01
Supplemental Benefit Rate per Hour: $38.65

Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $37.34
Supplemental Benefit Rate per Hour: $36.93
Note: For time and one half overtime Wage Rate - $53.76; for double time overtime Wage Rate - $71.68

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $38.51
Supplemental Benefit Rate per Hour: $38.65
Note: For time and one half overtime Wage Rate - $55.51; for double time overtime Wage Rate - $74.01

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.41
Supplemental Benefit Rate per Hour: $36.93

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $37.57
Supplemental Benefit Rate per Hour: $38.65

Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.84
Supplemental Benefit Rate per Hour: $36.93
Note: For time and one half overtime Wage Rate - $54.62; for double time overtime Wage Rate - $72.82

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $38.01
Supplemental Benefit Rate per Hour: $38.65
Note: For time and one half overtime Wage Rate - $56.36; for double time overtime Wage Rate - $75.14

Driver - Boom Truck

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $37.09
Supplemental Benefit Rate per Hour: $36.93
Note: For time and one half overtime Wage Rate - $54.62; for double time overtime Wage Rate - $72.82

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $38.26
Supplemental Benefit Rate per Hour: $38.65
Note: For time and one half overtime Wage Rate - $56.36; for double time overtime Wage Rate - $75.14

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
President's Day
Columbus Day
Veteran's Day
Day after Thanksgiving

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

Paid Holidays

New Year's Day
President's Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Driver - Redi-Mix Driver (Sand & Gravel)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.47
Supplemental Benefit Rate per Hour: $38.65

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
President's Day
Columbus Day
Veteran's Day

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

Paid Holidays

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

(Local #282)

ELECTRICIAN
(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $51.00
Supplemental Benefit Rate per Hour: $42.45

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $76.50
Supplemental Benefit Rate per Hour: $45.13

Electrician "A" (Day Shift)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $51.00
Supplemental Benefit Rate per Hour: $42.45

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $76.50
Supplemental Benefit Rate per Hour: $45.13

Electrician "A" (Swing Shift)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $59.84
Supplemental Benefit Rate per Hour: $48.20

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $89.76
Supplemental Benefit Rate per Hour: $51.36

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $67.03
Supplemental Benefit Rate per Hour: $53.07

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $100.55
Supplemental Benefit Rate per Hour: $56.60

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.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service,

maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $25.30
Supplemental Benefit Rate per Hour: $17.52

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.95
Supplemental Benefit Rate per Hour: $18.85

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN
(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2012 - 3/9/2013
Wage Rate per Hour: $29.90
Supplemental Benefit Rate per Hour: $13.70
Supplemental Note: $12.20 only after 8 hours worked in a day

Effective Period: 3/10/2013 - 6/30/2013
Wage Rate per Hour: $30.40
Supplemental Benefit Rate per Hour: $13.90
Supplemental Note: $12.40 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

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

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) 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)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $51.00
Supplemental Benefit Rate per Hour: $44.18

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.66
Supplemental Benefit Rate per Hour: $34.12

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $33.10
Supplemental Benefit Rate per Hour: $30.84

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.
Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.
Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2012 - 3/16/2013
Wage Rate per Hour: $55.20
Supplemental Benefit Rate per Hour: $32.78

Effective Period: 3/17/2013 - 6/30/2013
Wage Rate per Hour: $57.01
Supplemental Benefit Rate per Hour: $34.48

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

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

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2012 - 3/16/2013
Wage Rate per Hour: $43.79
Supplemental Benefit Rate per Hour: $31.37

Effective Period: 3/17/2013 - 6/30/2013
Wage Rate per Hour: $45.14
Supplemental Benefit Rate per Hour: $33.02

Overtime Description
For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

Vacation
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $58.75
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $94.00

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $57.00
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $91.20

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $56.74
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $90.78

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $74.44
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $119.10

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.56
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $60.10

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.53
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $61.65

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $54.09
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $86.54

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $51.19

Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $81.90

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $35.50
Supplemental Benefit Rate per Hour: $31.07
Supplemental Note: $55.74 on overtime
Shift Wage Rate: $56.80

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $54.33
Supplemental Benefit Rate per Hour: $29.66
Supplemental Note: $53.17 on overtime
Shift Wage Rate: $86.93

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $50.91
Supplemental Benefit Rate per Hour: $29.66
Supplemental Note: $53.17 on overtime
Shift Wage Rate: $81.46

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $39.04
Supplemental Benefit Rate per Hour: $29.66
Supplemental Note: $53.17 on overtime
Shift Wage Rate: $62.46

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
Election 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

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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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $51.62
Supplemental Benefit Rate per Hour: $29.66
Supplemental Note: $53.17 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $40.34
Supplemental Benefit Rate per Hour: $29.66
Supplemental Note: $53.17 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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $49.12
Supplemental Benefit Rate per Hour: $29.66
Supplemental Note: $53.17 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $36.75
Supplemental Benefit Rate per Hour: $29.66
Supplemental Note: $53.17 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $34.61
Supplemental Benefit Rate per Hour: $17.30

Instrument Person

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $28.59
Supplemental Benefit Rate per Hour: $17.30

Rodperson

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $24.79
Supplemental Benefit Rate per Hour: $17.30

Overtime Description

Overtime Benefit Rate - $23.63 per hour (time & one half) $29.95 per hour (double time).
Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $53.64
Supplemental Benefit Rate per Hour: $26.95
Supplemental Note: Overtime Benefit Rate - $37.48 per hour (time & one half) $48.00 per hour (double time).

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $55.74
Supplemental Benefit Rate per Hour: $29.73
Supplemental Note: Overtime Benefit Rate - $41.40 per hour (time & one half) $53.06 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $41.94
Supplemental Benefit Rate per Hour: $26.95
Supplemental Note: Overtime Benefit Rate - $37.48 per hour (time & one half) $48.00 per hour (double time).

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $43.30
Supplemental Benefit Rate per Hour: $29.73
Supplemental Note: Overtime Benefit Rate - $41.40 per hour (time & one half) $53.06 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $27.52
Supplemental Benefit Rate per Hour: $26.95
Supplemental Note: Overtime Benefit Rate - $37.48 per hour (time & one half) $48.00 per hour (double time).

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $27.97
Supplemental Benefit Rate per Hour: $29.73
Supplemental Note: Overtime Benefit Rate - $41.40 per hour (time & one half) $53.06 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $60.28
Supplemental Benefit Rate per Hour: $29.73
Supplemental Note: Overtime benefit rate - $41.40 per hour (time & one half), $53.06 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $44.28
Supplemental Benefit Rate per Hour: $29.73
Supplemental Note: Overtime benefit rate - $41.40 per hour (time & one half), $53.06 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.11
Supplemental Benefit Rate per Hour: $29.73
Supplemental Note: Overtime benefit rate - $41.40 per hour (time & one half), $53.06 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $54.50
Supplemental Benefit Rate per Hour: $26.95
Supplemental Note: Overtime benefit rate - $37.48 per hour (time & one half), $48.00 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $42.63
Supplemental Benefit Rate per Hour: $26.95
Supplemental Note: Overtime benefit rate - $37.48 per hour (time & one half), $48.00 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $28.84
Supplemental Benefit Rate per Hour: $26.95
Supplemental Note: Overtime benefit rate - $37.48 per hour (time & one half), $48.00 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $64.38
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $103.01

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $66.70
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: 51.85 overtime hours
Shift Wage Rate: $106.72

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $68.86
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $110.18

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $67.21

Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $107.54

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $65.86
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $105.38

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $62.51
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $100.02

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $50.27
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $80.43

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.37
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $46.38

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $38.78
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Shift Wage Rate: $49.16

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $56.24
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $89.98

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $59.39
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $95.02

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $54.50
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $87.20

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $42.11
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $67.38

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $63.18
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $101.09

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Well Drilling Machines, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $61.14
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $97.82

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $58.34
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $93.49

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $39.03
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $62.45

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Single Drum Hoists, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $55.73
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $89.17

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $56.19
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $89.90

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $81.09
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $129.74

Operating Engineer - Paving I

Asphalt Spreaders, Autograde (C.M.I.), Roto/Mil

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $59.25
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $94.80

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $62.51
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $100.02

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $57.65
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $92.24

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $60.85
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $97.36

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $48.46
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $77.54

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $51.32
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $82.11

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $63.49
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $36.91
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $50.31
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: $67.62
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $108.19

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $70.50
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $112.80

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes and Fork Lifts.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $64.91
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $103.86

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $67.71
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $108.34

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $37.87
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $60.59

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $39.86
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $63.78

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.00

Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $57.60

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $37.93
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours
Shift Wage Rate: $60.69

Operating Engineer - Building Work I

Forklifts, House Cars, Rack and Pinion, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $53.09
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $55.46
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), House Car (settlement basis only), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $39.35
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $41.32
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $60.66
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $63.25
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $64.35
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $67.05
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $59.17
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $61.72
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $58.53
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $61.06
Supplemental Benefit Rate per Hour: $28.65
Supplemental Note: $51.85 overtime hours

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
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

Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER
(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $46.15
Supplemental Benefit Rate per Hour: $38.50

Overtime

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

Overtime Holidays

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

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $32.89
Supplemental Note: Supplemental Benefit Overtime Rate: $40.54

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $33.24
Supplemental Note: Supplemental Benefit Overtime Rate: $41.24

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2012 - 4/30/2013
Wage Rate per Hour: $23.40
Supplemental Benefit Rate per Hour: $18.04

Effective Period: 5/1/2013 - 6/30/2013
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $18.54

Overtime

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

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

Paid Holidays

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

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $54.28
Supplemental Benefit Rate per Hour: $31.36

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $55.98
Supplemental Benefit Rate per Hour: $32.36

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

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

Paid Holidays
None

Shift Rates
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.
Off hour work in occupied or retail buildings may be worked on weekdays with an increment of $1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $24.15

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $33.51
Supplemental Benefit Rate per Hour: $24.64

House Wrecker - Tier B

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $23.05
Supplemental Benefit Rate per Hour: $17.85

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

Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $18.35

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $41.50
Supplemental Benefit Rate per Hour: $39.52
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $42.89
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

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

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $45.05
Supplemental Benefit Rate per Hour: $57.85
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $61.23
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

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

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

Overtime Holidays

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

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.70
Supplemental Benefit Rate per Hour: $31.75

Overtime

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

Overtime Holidays

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

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

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $24.25
Supplemental Benefit Rate per Hour: $12.30

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $12.30

Landscaper (up to 3 years experience)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $20.75
Supplemental Benefit Rate per Hour: $12.30

Groundperson

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $20.75
Supplemental Benefit Rate per Hour: $12.30

Tree Remover / Pruner

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $29.25
Supplemental Benefit Rate per Hour: $12.30

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $19.25
Supplemental Benefit Rate per Hour: $12.30

Watering - Plant Maintainer

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $14.25
Supplemental Benefit Rate per Hour: $12.30

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

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

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $49.19
Supplemental Benefit Rate per Hour: $32.24

Marble Finisher

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $39.05
Supplemental Benefit Rate per Hour: $31.43

Marble Polisher

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $34.73
Supplemental Benefit Rate per Hour: $24.60

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

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

Overtime Holidays

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

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $34.24
Supplemental Benefit Rate per Hour: $24.40

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $34.50
Supplemental Benefit Rate per Hour: $25.14

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

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

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $33.87
Supplemental Benefit Rate per Hour: $19.22

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $34.07
Supplemental Benefit Rate per Hour: $19.77

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: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $23.07
Supplemental Benefit Rate per Hour: $13.53

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $23.27
Supplemental Benefit Rate per Hour: $14.08

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $41.23
Supplemental Benefit Rate per Hour: $38.35
Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

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

Overtime Holidays

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

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars ($12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $46.19
Supplemental Benefit Rate per Hour: $45.67

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

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

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: $43.93
Supplemental Benefit Rate per Hour: $33.08
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $44.05 per hour.

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $44.39
Supplemental Benefit Rate per Hour: $35.12
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.09 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $42.36
Supplemental Benefit Rate per Hour: $33.08
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $44.05 per hour.

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $42.36
Supplemental Benefit Rate per Hour: $33.08
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $44.05 per hour.

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $35.11
Supplemental Note: Supplemental benefits for overtime to be paid at the rate of $46.08 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate per Hour: $35.50
Supplemental Benefit Rate per Hour: $25.12
Supplemental Note: $29.75 on overtime

Effective Period: 11/1/2012 - 4/30/2013
Wage Rate per Hour: $36.00
Supplemental Benefit Rate per Hour: $25.12
Supplemental Note: $29.75 on overtime

Effective Period: 5/1/2013 - 6/30/2013
Wage Rate per Hour: $37.50
Supplemental Benefit Rate per Hour: $25.12
Supplemental Note: $29.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate per Hour: $38.50
Supplemental Benefit Rate per Hour: $25.12
Supplemental Note: $29.75 on overtime

Effective Period: 11/1/2012 - 4/30/2013
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $25.12
Supplemental Note: $29.75 on overtime

Effective Period: 5/1/2013 - 6/30/2013
Wage Rate per Hour: $40.50
Supplemental Benefit Rate per Hour: $25.12
Supplemental Note: $29.75 on overtime

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $36.15
Supplemental Benefit Rate per Hour: $9.66

Journeyperson

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $33.62
Supplemental Benefit Rate per Hour: $9.66

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $11.52
Supplemental Note: Overtime Supplemental Benefit rate - $7.42; New Hire Rate (0-3 months) - $0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.00
Supplemental Benefit Rate per Hour: $11.52
Supplemental Note: Overtime Supplemental Benefit rate - $7.42; New Hire Rate (0-3 months) - $0.00

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

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

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2012 - 9/30/2012
Wage Rate per Hour: $46.25
Supplemental Benefit Rate per Hour: $31.58

Effective Period: 10/1/2012 - 6/30/2013
Wage Rate per Hour: $47.00
Supplemental Benefit Rate per Hour: $32.08

Painter - Power Tool

Effective Period: 7/1/2012 - 9/30/2012
Wage Rate per Hour: $52.25
Supplemental Benefit Rate per Hour: $31.58

Effective Period: 10/1/2012 - 6/30/2013
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $32.08

Overtime

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

Overtime Holidays

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

Paid Holidays
None

Shift Rates
Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2012 - 4/30/2013
Wage Rate per Hour: $37.44
Supplemental Benefit Rate per Hour: $29.23
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2013 - 6/30/2013
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $29.23
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $42.86
Supplemental Benefit Rate per Hour: $32.15

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.99
Supplemental Benefit Rate per Hour: $32.15

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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $45.00
Supplemental Benefit Rate per Hour: $32.15

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $44.49
Supplemental Benefit Rate per Hour: $32.15

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $41.20

Supplemental Benefit Rate per Hour: $32.15

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 15%, except if an employee works on production paving on New Year's Day or Christmas Day, they receive the single time rate plus one day's pay for the holiday worked.

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
Columbus Day
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 fifteen percent (15%) over the single time rate, except that production paving work shall be paid at 25% over the single time rate. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $40.78
Supplemental Benefit Rate per Hour: $26.80

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $40.78
Supplemental Benefit Rate per Hour: $27.55

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.
The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $34.24
Supplemental Benefit Rate per Hour: $24.40

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $34.50
Supplemental Benefit Rate per Hour: $25.14

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

Paid Holidays
None

Shift Rates
When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $51.76
Supplemental Benefit Rate per Hour: $37.19
Supplemental Note: Overtime supplemental benefit rate per hour: $74.10

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $52.36
Supplemental Benefit Rate per Hour: $37.34
Supplemental Note: Overtime supplemental benefit rate per hour: $74.40

Overtime Description
Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is $1 million or less, and for public works jobs where the plumbing contract is $1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical

trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is $8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $32.96
Supplemental Benefit Rate per Hour: $15.93

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $33.21
Supplemental Benefit Rate per Hour: $16.43

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.69
Supplemental Benefit Rate per Hour: $25.46

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $37.11
Supplemental Benefit Rate per Hour: $25.56

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
(Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $52.31
Supplemental Benefit Rate per Hour: $31.56

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $44.63
Supplemental Benefit Rate per Hour: $23.10

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $38.00
Supplemental Benefit Rate per Hour: $27.07

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

Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $27.37

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
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $44.63
Supplemental Benefit Rate per Hour: $23.10

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $45.65
Supplemental Benefit Rate per Hour: $40.50
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $45.65
Supplemental Benefit Rate per Hour: $42.00
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $12.90
Supplemental Benefit Rate per Hour: $8.07

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.52
Supplemental Benefit Rate per Hour: $40.50

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $36.52
Supplemental Benefit Rate per Hour: $42.00

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journeyperson engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $40.09
Supplemental Benefit Rate per Hour: $22.06
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $41.55
Supplemental Benefit Rate per Hour: $39.32

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $42.80
Supplemental Benefit Rate per Hour: $42.17

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

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

Paid Holidays

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

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $50.75
Supplemental Benefit Rate per Hour: $49.68
Supplemental Note: Overtime supplemental benefit rate: $98.62

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $51.25
Supplemental Benefit Rate per Hour: $50.54
Supplemental Note: Overtime supplemental benefit rate: $100.34

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed $15,000,000 and for fire protection/sprinkler public works contracts not to exceed $1,500,000.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $50.75
Supplemental Benefit Rate per Hour: $49.68
Supplemental Note: Overtime supplemental benefit rate: $98.62

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $51.25
Supplemental Benefit Rate per Hour: $50.54
Supplemental Note: Overtime supplemental benefit rate: $100.34

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.30
Supplemental Benefit Rate per Hour: $11.76

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $37.05
Supplemental Benefit Rate per Hour: $12.26

Refrigeration and Air Conditioner Service Person V (4th year)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $29.82
Supplemental Benefit Rate per Hour: $10.71

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $30.44
Supplemental Benefit Rate per Hour: $11.13

Refrigeration and Air Conditioner Service Person IV (3rd year)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $24.71
Supplemental Benefit Rate per Hour: $9.80

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

Wage Rate per Hour: $25.22
Supplemental Benefit Rate per Hour: $10.16

Refrigeration and Air Conditioner Service Person III (2nd year)

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $21.21
Supplemental Benefit Rate per Hour: $9.12

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $21.65
Supplemental Benefit Rate per Hour: $9.44

Refrigeration and Air Conditioner Service Person II (2nd six months)

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $17.60
Supplemental Benefit Rate per Hour: $8.50

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $17.96
Supplemental Benefit Rate per Hour: $8.78

Refrigeration and Air Conditioner Service Person I (1st six months)

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $10.95
Supplemental Benefit Rate per Hour: $7.90

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $11.18
Supplemental Benefit Rate per Hour: $8.10

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
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $47.72
Supplemental Benefit Rate per Hour: $35.28

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2012 - 12/25/2012
Wage Rate per Hour: $43.32
Supplemental Benefit Rate per Hour: $21.66

Effective Period: 12/26/2012 - 6/30/2013
Wage Rate per Hour: $43.82
Supplemental Benefit Rate per Hour: $21.66

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

Shift Rates
Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $35.94
Supplemental Benefit Rate per Hour: $13.19
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $12.64 for Staten Island only.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
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.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $38.17
Supplemental Benefit Rate per Hour: $26.76

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $38.49
Supplemental Benefit Rate per Hour: $27.42

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)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $47.75
Supplemental Benefit Rate per Hour: $30.83

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $48.55
Supplemental Benefit Rate per Hour: $31.46

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $42.63
Supplemental Benefit Rate per Hour: $41.99

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 10:00 P.M., shall work eight and one half hours but will be paid for 9 hours, including benefits at the straight time rate for 8 hours.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $52.00
Supplemental Benefit Rate per Hour: $46.85

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $50.19
Supplemental Benefit Rate per Hour: $45.29

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $49.27
Supplemental Benefit Rate per Hour: $44.51

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $48.37
Supplemental Benefit Rate per Hour: $43.67

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $48.37
Supplemental Benefit Rate per Hour: $43.67

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $42.09
Supplemental Benefit Rate per Hour: $41.41

Blasters (Free Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $49.62
Supplemental Benefit Rate per Hour: $44.75

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $47.48
Supplemental Benefit Rate per Hour: $42.84

All Others (Free Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $43.87
Supplemental Benefit Rate per Hour: $39.62

Microtunneling (Free Air Rates)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.98
Supplemental Benefit Rate per Hour: $34.27

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.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

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

(Local #147)

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

(NO TEXT ON THIS PAGE)

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

APPRENTICESHIP SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM
EFFECTIVE PERIOD JANUARY 1, 2013 THROUGH JUNE 30, 2013

List of Amended Classifications

1. Boilermaker
2. House Wrecker
3. Iron Worker - Ornamental
4. Iron Worker - Structural
5. Mason Tender
6. Plasterer
7. Plumber

TABLE OF CONTENTS

ASBESTOS HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.85

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.85

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.85

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.85

(Local #78)

BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.41

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $28.45

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: $28.75

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $28.91

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.03

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.33

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $30.40

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.61

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.91

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.89

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.19

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.49

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.38

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.76

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $35.06

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.88

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.34

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.64

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.38

Effective Period: 1/1/2013 - 3/31/2013
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $37.90

Effective Period: 4/1/2013 - 6/30/2013
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $38.20

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.60

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

Carpenter (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

Carpenter (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

Carpenter (Fourth Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.54

Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.37

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.75

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $24.57

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $27.69

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Year - Hired before 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $14.25
Supplemental Benefit Rate per Hour: $11.19
Overtime Wage Rate Per Hour: $21.38

Overtime Supplemental Rate Per Hour: $11.96

Electrician (First Year - Hired on or After 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $11.50
Supplemental Benefit Rate per Hour: $9.86
Overtime Wage Rate Per Hour: $17.25
Overtime Supplemental Rate Per Hour: $10.48

Electrician (Second Year - Hired before 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $17.05
Supplemental Benefit Rate per Hour: $12.54
Overtime Wage Rate Per Hour: $25.58
Overtime Supplemental Rate Per Hour: $13.47

Electrician (Second Year - Hired on or After 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $13.50
Supplemental Benefit Rate per Hour: $10.83
Overtime Wage Rate Per Hour: $20.25
Overtime Supplemental Rate Per Hour: $11.56

Electrician (Third Year - Hired before 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $19.15
Supplemental Benefit Rate per Hour: $13.56
Overtime Wage Rate Per Hour: $28.73
Overtime Supplemental Rate Per Hour: $14.60

Electrician (Third Year - Hired on or After 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $15.50
Supplemental Benefit Rate per Hour: $11.79
Overtime Wage Rate Per Hour: $23.25
Overtime Supplemental Rate Per Hour: $12.63

Electrician (Fourth Year - Hired before 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $21.10
Supplemental Benefit Rate per Hour: $14.50
Overtime Wage Rate Per Hour: $31.65
Overtime Supplemental Rate Per Hour: $15.65

Electrician (Fourth Year - Hired on or After 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $17.50
Supplemental Benefit Rate per Hour: $12.76
Overtime Wage Rate Per Hour: $26.25
Overtime Supplemental Rate Per Hour: $13.71

Electrician (Fifth Year - Hired before 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $25.30
Supplemental Benefit Rate per Hour: $17.52
Overtime Wage Rate Per Hour: $37.95
Overtime Supplemental Rate Per Hour: $18.85

Electrician (Fifth Year - Hired on or After 5/10/07)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $15.71
Overtime Wage Rate Per Hour: $32.25
Overtime Supplemental Rate Per Hour: $16.84

Overtime Description

For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.40
Effective 3/17/2013 - Supplemental Rate Per Hour: $26.87

Elevator (Constructor) - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $26.43
Effective 3/17/2013 - Supplemental Rate Per Hour: $27.92

Elevator (Constructor) - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $27.84
Effective 3/17/2013 - Supplemental Rate Per Hour: $29.38

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $29.25
Effective 3/17/2013 - Supplemental Benefit Per Hour: $30.84

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $25.33
Effective 3/17/2013 - Supplemental Benefit Per Hour: $26.79

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $25.65
Effective 3/17/2013 - Supplemental Benefit Per Hour: $27.12

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $26.92
Effective 3/17/2013 - Supplemental Benefit Per Hour: $28.43

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $28.19

Effective 3/17/2013 - Supplemental Benefit Per Hour: $29.74

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $21.64
Supplemental Benefit Rate per Hour: $20.07

Engineer - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $27.05
Supplemental Benefit Rate per Hour: $20.07

Engineer - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $29.75
Supplemental Benefit Rate per Hour: $20.07

Engineer - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $32.45
Supplemental Benefit Rate per Hour: $20.07

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: $18.65

Operating Engineer - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.65

Operating Engineer - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: $18.65

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

Floor Coverer (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

Floor Coverer (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

Floor Coverer (Fourth Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $25.75

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $11.97

Glazier (Second Year)

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $21.01

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $21.13

Glazier (Third Year)

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $23.38

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $23.54

Glazier (Fourth Year)

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $28.14

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $28.34

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $20.06
Supplemental Benefit Rate per Hour: $15.45

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $20.21
Supplemental Benefit Rate per Hour: $15.80

House Wrecker - Second Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $21.06
Supplemental Benefit Rate per Hour: $15.45

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

Wage Rate per Hour: $21.26
Supplemental Benefit Rate per Hour: $15.80

House Wrecker - Third Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $22.56
Supplemental Benefit Rate per Hour: $15.45

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $22.81
Supplemental Benefit Rate per Hour: $15.80

House Wrecker - Fourth Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $25.06
Supplemental Benefit Rate per Hour: $15.45

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $25.36
Supplemental Benefit Rate per Hour: $15.80

(Local #79)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $32.06

Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $32.89

Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $33.73

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $34.34

Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $35.39

Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Rate Per Hour: $36.22

Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Rate Per Hour: $37.89

Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $30.40

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $33.39

Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $31.23

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $34.34

Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $32.06

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $35.29

Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $33.73

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $37.19

Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $35.39

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $39.09

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $23.62
Supplemental Benefit Rate per Hour: $41.21

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $24.10
Supplemental Benefit Rate per Hour: $43.12

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $24.22
Supplemental Benefit Rate per Hour: $41.21

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $43.12

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $24.82
Supplemental Benefit Rate per Hour: $41.21

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $25.30
Supplemental Benefit Rate per Hour: $43.12

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $31.75

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $31.75

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $31.75

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $31.75

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
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: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
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: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $20.33
Supplemental Benefit Rate per Hour: $16.16

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $20.48
Supplemental Benefit Rate per Hour: $16.51

Mason Tender - Second Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $21.33
Supplemental Benefit Rate per Hour: $16.16

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $21.53
Supplemental Benefit Rate per Hour: $16.51

Mason Tender - Third Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $22.83

Supplemental Benefit Rate per Hour: $16.16

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $23.08
Supplemental Benefit Rate per Hour: $16.51

Mason Tender - Fourth Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $25.33
Supplemental Benefit Rate per Hour: $16.16

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $25.63
Supplemental Benefit Rate per Hour: $16.51

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $27.91
Supplemental Benefit Rate per Hour: $22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $32.51
Supplemental Benefit Rate per Hour: $24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $37.57
Supplemental Benefit Rate per Hour: $25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2012 - 6/30/2013
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: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $22.71
Supplemental Benefit Rate per Hour: $19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $27.71
Supplemental Benefit Rate per Hour: $19.85

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $25.40
Supplemental Benefit Rate per Hour: $28.67

Millwright (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $30.02
Supplemental Benefit Rate per Hour: $31.87

Millwright (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $34.64
Supplemental Benefit Rate per Hour: $36.19

Millwright (Fourth Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $43.88
Supplemental Benefit Rate per Hour: $41.50

(Local #740)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $25.72
Supplemental Benefit Rate per Hour: $15.75

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $27.29
Supplemental Benefit Rate per Hour: $15.75

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate per Hour: $14.20
Supplemental Benefit Rate per Hour: $10.88

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate per Hour: $14.40
Supplemental Benefit Rate per Hour: $10.88

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate per Hour: $17.75
Supplemental Benefit Rate per Hour: $14.73

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $14.73

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate per Hour: $21.30
Supplemental Benefit Rate per Hour: $17.64

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate per Hour: $21.60
Supplemental Benefit Rate per Hour: $17.64

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2012 - 10/31/2012
Wage Rate per Hour: $28.40
Supplemental Benefit Rate per Hour: $23.02

Effective Period: 11/1/2012 - 6/30/2013
Wage Rate per Hour: $28.80
Supplemental Benefit Rate per Hour: $23.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $14.61

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $15.36

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $15.09

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $15.84

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $17.06

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $17.81

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $18.14

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $18.89

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $20.31

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $21.06

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $21.39

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $22.14

(Local #530)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $14.00
Supplemental Benefit Rate per Hour: $2.96

Plumber - Second Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $17.96
Supplemental Benefit Rate per Hour: $16.25

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $18.26
Supplemental Benefit Rate per Hour: $16.32

Plumber - Third Year

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: $20.06
Supplemental Benefit Rate per Hour: $16.25

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $20.36
Supplemental Benefit Rate per Hour: $16.32

Plumber - Fourth Year

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $22.91
Supplemental Benefit Rate per Hour: $16.25

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $23.21
Supplemental Benefit Rate per Hour: $16.32

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $24.31
Supplemental Benefit Rate per Hour: $16.25

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $24.61
Supplemental Benefit Rate per Hour: $16.32

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $36.38
Supplemental Benefit Rate per Hour: $16.25

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $36.68
Supplemental Benefit Rate per Hour: $16.32

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $3.45

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $27.25
Supplemental Benefit Rate per Hour: $8.40

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $32.23
Supplemental Benefit Rate per Hour: $11.15

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $38.66
Supplemental Benefit Rate per Hour: $11.15

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 30% of Journeyperson's rate
Supplemental Rate Per Hour: $15.37

Sheet Metal Worker - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $18.24

Sheet Metal Worker - Third Year (1st Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $20.06

Sheet Metal Worker - Third Year (2nd Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $21.87

Sheet Metal Worker - Fourth Year (1st Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $23.69

Sheet Metal Worker - Fourth Year (2nd Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $25.33

Sheet Metal Worker - Fifth Year (1st Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $27.47

Sheet Metal Worker - Fifth Year(2nd Six Months)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $31.23

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $6.75

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $12.30

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
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: 7/1/2012 - 6/30/2013
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: 7/1/2012 - 6/30/2013
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: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2012 - 6/30/2013
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $27.49

Timberperson - Second Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $27.49

Timberperson - Third Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: $27.49

Timberperson - Fourth Year

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $27.49

(Local #1536)

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

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

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less that the rates specified in this schedule for the applicable trade or occupation.

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

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

TABLE OF CONTENTS

BUILDING CLEANER AND MAINTAINER (OFFICE)

Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $22.65
Supplemental Benefit Rate per Hour: $9.13
Supplemental Note: for new employee 0-12 months of employment - $6.64; for new employee 13-24 months of employment - $8.81

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $22.97
Supplemental Benefit Rate per Hour: $9.51
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

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 "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $22.62
Supplemental Benefit Rate per Hour: $9.13
Supplemental Note: for new employee 0-12 months of employment - $6.64; for new employee 13-24 months of employment - $8.81

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $22.94
Supplemental Benefit Rate per Hour: $9.51
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

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" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: $22.57
Supplemental Benefit Rate per Hour: $9.13
Supplemental Note: for new employee 0-12 months of employment - $6.64; for new employee 13-24 months of employment - $8.81

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $22.90
Supplemental Benefit Rate per Hour: $9.51
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

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.

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 Class "A" Cleaner/Porter

Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over $4000.00 a room.

Effective Period: 7/1/2012 - 4/20/2013
Wage Rate per Hour: $20.77
Supplemental Benefit Rate per Hour: $8.68
Supplemental Note: for new employee 0-12 months of employment - $6.37; for new employee 13-24 months of employment - $8.43
Effective 1/1/2013 - $9.43; for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

Effective Period: 4/21/2013 - 6/30/2013
Wage Rate per Hour: $21.34
Supplemental Benefit Rate per Hour: $9.43
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

NEW HIRE: Porter/Cleaner, 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.

Residential Building Class "B" Cleaner/Porter

Residential Building Class "B": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over $2000.00 a room and not over $4000.00 a room.

Effective Period: 7/1/2012 - 4/20/2013
Wage Rate per Hour: $20.71
Supplemental Benefit Rate per Hour: $8.68
Supplemental Note: for new employee 0-12 months of employment - $6.37; for new employee 13-24 months of employment - $8.43
Effective 1/1/2013 - $9.43; for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

Effective Period: 4/21/2013 - 6/30/2013
Wage Rate per Hour: $21.28
Supplemental Benefit Rate per Hour: $9.43
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

NEW HIRE: Porter/Cleaner, 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.

Residential Building Class "C" Cleaner/Porter

Residential Building Class "C": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of $2000.00 or less a room.

Effective Period: 7/1/2012 - 4/20/2013
Wage Rate per Hour: $20.65
Supplemental Benefit Rate per Hour: $8.68
Supplemental Note: for new employee 0-12 months of employment - $6.37; for new employee 13-24 months of employment - $8.43
Effective 1/1/2013 - $9.43; for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

Effective Period: 4/21/2013 - 6/30/2013
Wage Rate per Hour: $21.23
Supplemental Benefit Rate per Hour: $9.43
Supplemental Note: for new employee 0-12 months of employment - $6.92; for new employee 13-24 months of employment - $9.18

NEW HIRE: Porter/Cleaner, 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.

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
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)

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

CLEANER (PARKING GARAGE)

Garage Cleaner

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

Overtime
Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $15.40
Supplemental Benefit Rate per Hour: $1.72

Cafeteria Attendant

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: $10.24
Supplemental Benefit Rate per Hour: $1.72

Counter Attendant

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $10.31
Supplemental Benefit Rate per Hour: $1.72

Kitchen Helper / Dishwasher

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $9.83
Supplemental Benefit Rate per Hour: $1.72

Overtime

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

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

Gardener

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $17.04
Supplemental Benefit Rate per Hour: $1.72

Overtime

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

HOMECARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.
For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.
For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

Security Guard (Armed)

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $27.75
Supplemental Benefit Rate per Hour: $4.73
Supplemental Note: for new employee 0-30 days of employment - $4.09; for new employee 31-120 days of employment - $4.26; for new employee 121 days - 2 years of employment - $4.37

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $28.00
Supplemental Benefit Rate per Hour: $4.90
Supplemental Note: for new employee 0-30 days of employment - $4.26; for new employee 31-120 days of employment - $4.43; for new employee 121 days - 2 years of employment - $4.54

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

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)

SECURITY GUARD (UNARMED)

Security Guard (Unarmed) 0 - 6 months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $12.60
Supplemental Benefit Rate per Hour: $4.37
Supplemental Note: for new employee 0-30 days of employment - $4.09; for new employee 31-120 days of employment - $4.26

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $12.85
Supplemental Benefit Rate per Hour: $4.54
Supplemental Note: for new employee 0-30 days of employment - $4.26; for new employee 31-120 days of employment - $4.43

Security Guard (Unarmed) 7 - 12 months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $13.10
Supplemental Benefit Rate per Hour: $4.37

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $13.35
Supplemental Benefit Rate per Hour: $4.54

Security Guard (Unarmed) 13 - 18 months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $13.60
Supplemental Benefit Rate per Hour: $4.37

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $13.85
Supplemental Benefit Rate per Hour: $4.54

Security Guard (Unarmed) 19 - 24 months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $14.10
Supplemental Benefit Rate per Hour: $4.37

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $14.35
Supplemental Benefit Rate per Hour: $4.54

Security Guard (Unarmed) 25 - 30 months

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $14.60
Supplemental Benefit Rate per Hour: $4.73

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $14.85
Supplemental Benefit Rate per Hour: $4.90

Security Guard (Unarmed) 31 months or more

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $14.75
Supplemental Benefit Rate per Hour: $4.73

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $15.15
Supplemental Benefit Rate per Hour: $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

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)

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $10.00
Supplemental Benefit Rate per Hour: $1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $31.02
Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $11.50
Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $14.60
Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $20.61
Supplemental Benefit Rate per Hour: None

Data Entry Operator

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $15.73
Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $14.71
Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $18.72
Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2012 - 6/30/2013
Wage Rate per Hour: $19.50
Supplemental Benefit Rate per Hour: None

Overtime

Time and one half the regular rate after a 40 hour week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

Window Cleaner

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $26.12
Supplemental Benefit Rate per Hour: $9.13

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $26.44
Supplemental Benefit Rate per Hour: $9.51

Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $28.37
Supplemental Benefit Rate per Hour: $9.13

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $28.69
Supplemental Benefit Rate per Hour: $9.51

Window Cleaner Apprentice (0 - 3 months)

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $19.35
Supplemental Benefit Rate per Hour: $0.00

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $19.59
Supplemental Benefit Rate per Hour: $0.00

Window Cleaner Apprentice (4 - 7 months)

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $20.92

Supplemental Benefit Rate per Hour: $9.13

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $21.18
Supplemental Benefit Rate per Hour: $9.51

Window Cleaner Apprentice (8 - 11 months)

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $22.17
Supplemental Benefit Rate per Hour: $9.13

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $22.44
Supplemental Benefit Rate per Hour: $9.51

Window Cleaner Apprentice (12 - 15 months)

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $23.43
Supplemental Benefit Rate per Hour: $9.13

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $23.72
Supplemental Benefit Rate per Hour: $9.51

Window Cleaner Apprentice (16 - 17 months)

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $9.13

Effective Period: 1/1/2013 - 6/30/2013
Wage Rate per Hour: $25.01
Supplemental Benefit Rate per Hour: $9.51

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 Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Personal Day

Vacation

After 7 months but less than 1 year of service.....5 days
1 year but less than 5 years of service.....10 days
5 years of service but less than 15 years of service.....15 days
15 years of service but less than 21 years of service.....20 days
21 years.....21 days
22 years.....22 days
23 years.....23 days
24 years.....24 days
25 years or more of service.....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)

(NO TEXT ON THIS PAGE)

Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

ALAN G. HEVESI
COMPTROLLER

TELEPHONE: (212) 669-362
FAX NUMBER: (212) 669-849

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

_____
Contractor.

_____

Dated_____, **20**_____

_____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

_____
Acting Corporation Counsel

_____

Dated_____, **20**_____

_____

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: RWX017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX - NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1024-0

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

Acme Skillman Concrete Co., Inc.
Contractor.

Dated September 20, **20** 13

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

5/1/13

Acting Corporation Counsel

Dated May 1, **20** 13

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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

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

VOLUME 3 OF 3

SCHEDULE A
ADDENDA NOS. 1 TO 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: RWM017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX – NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN – NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
AECOM/DEWBERRY ENGINEERS INC.

MARCH 22, 2013

3-048

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at:
http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Cruz, Tel. (212) 839-9434

1. New York City Standard Highway Specifications, November 1, 2010
2. New York City Standard Highway Details of Construction, July 1, 2010
3. New York City Division of Street Lighting Specifications
4. New York City Division of Street Lighting Standard Drawings
5. New York City Standard Specifications for Traffic Signals
6. New York City Standard Drawings for Traffic Signals

The following reference documents for Sewer Work are available on-line at:
http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009
2. New York City DEP Instructions for Concrete Specifications, Jan. 92
3. New York City DEP General Specification 11-Concrete, November 1991
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009
2. New York City Department of Environmental Protection Water Main Standard Drawings
3. Specifications for Trunk Main Work, dated February 2010

The water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.
Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302
E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.
Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:
http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

SCHEDULE "A"

REFERENCE	ITEM	REQUIREMENTS
Section 26 Information for Bidders	Bid Security	See Attachment 1 (page A-1 of the Bid Booklet).
	Performance Security Payment Security	See Attachment 1 (page A-1 of the Bid Booklet).
Article 14 Contract	Date for Substantial Completion	See Page SA-2
Article 15 Contract	Liquidated Damages	For Each Consecutive Calendar Day Over Completion Time: $900.00
Article 17 Contract	Subcontracts	Not to Exceed 50% of Contract Price
Article 24 Contract	Deposit as Guarantee	Percent of Contract Price 1%
	Maintenance Period	Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting
Article 77 Contract	M/WBE Program	See Subcontract Utilization Plan in the Bid Booklet
Section 6.40 Standard Highway Specifications	Liquidated Damages For Engineer's Field Office	For Each Calendar Day of Deficiency $250.00
	If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected.	
Section 6.70 Standard Highway Specifications	Liquidated Damages For Maintenance and Protection of Traffic	For each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer: $250.00 For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: $500.00

Section 7.13 Standard Highway Specifications	Liquidated Damages For Maintenance of Site	For Each Calendar Day, For Each Occurrence:	$250.00
	If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.		

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 730 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

√ YES _____ NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

(a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.

(b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART I. MINIMUM LIMITS AND SPECIAL CONDITIONS

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	$3,000,000 per occurrence $6,000,000 aggregate (applicable separately to this **Project**) Additional Insureds: 1. City of New York, including its officials and employees, and 2. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation.

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.3 ☐ Jones Act Art. 22.1.4 ☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.4	Workers' Compensation: Statutory per New York State law without regard to jurisdiction Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction Employers' Liability: $2,000,000 each accident Additional Requirements: (1) Two (2) certificates of such insurance or authority for self-insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004
☐ Builders' Risk Art. 22.1.5	_____ % of total value of **Work** City of New York and the **Contractor** named as Loss Payee for the **Work** in order of precedence, as their interests may appear

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Comprehensive Business Auto Coverage Art. 22.1.6	$2,000,000 per accident If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90. Additional Insureds: (1) City of New York, including its officials and employees, and (2) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.
☐ Pollution/Environmental Liability Art. 22.1.7	$ 5,000,000 per occurrence $ 5,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity Art. 22.1.8(a)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
☐ Ship Repairers Legal Liability Art. 22.1.8(b)	$_____ each occurrence [Contracting agency to fill in total value of City vessels involved]
☐ Collision Liability/Towers Liability Art. 22.1.8(c)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 22.1.8(d)	$ 1,000,000 each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
[OTHER] Art. 22.1.9 ■ Railroad Protection Liability Policy (ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following: • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.	$2,000,000 per occurrence $6,000,000 annual aggregate Named Insureds: 1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, the City of New York (as Owner) and all other indemnified parties.

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

[OTHER] Art. 22.1.9 ■ Professional Liability (A) The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of $1,000,000 per Claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer. (B) Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.	
[OTHER] Art. 22.1.9 ■ Engineer's Field Office **Section 6.40, Standard Highway Specifications**	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of $40,000.

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART II. BROKER'S CERTIFICATION

[Pursuant to Article 22.3.1(a) 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 complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

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
_____ day of _____, 200_

_____
NOTARY PUBLIC

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART III. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: RWM017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX - NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: February 8, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised)
3. New Sections
4. Special Provisions

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

[Added 12-09-2010]

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**
   Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

[Added 01-09-2011]

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**
   Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety:
   Substitute the following revised **Subsection 4.16.5.(B)**:

"(B) STUMP REMOVAL

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

[Added 04-18-2011]

3. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENT;**
   Delete the first three (3) paragraphs on page 219:
   Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 07-01-2011]

4. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS;**
   Delete line (b) under the first paragraph;
   Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

[Added 07-27-2011]

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics**;
   Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;
   Substitute the following revised article "a":

   "a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

[Added 09-27-2012]

6. Refer to Page 36, **Subsection 1.06.46. Project Sign**;
   Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";
   Substitute the following revised text:

   "The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;**
   Delete the text under **Subsections (a), (b), (c), (d),** (h), (i), and (m), in their entirety;
   Substitute the following revised text:

"(a)	Make and Model:	Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
(b)	Processor:	i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
(c)	System Ram:	Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
(d)	Hard Disk Drive(s):	500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."
"(h)	Video Display Card:	HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
(i)	Monitor:	22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor."
"(m)	Software Requirements:	Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer."

~~2. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b);**~~
~~Delete the text under **Subsection (b)**, which begins with the words "(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;~~
~~Substitute the following revised text:~~

~~"(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."~~

3. Refer to Page 367, **Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU)**, first paragraph;
Delete the text in the first paragraph of **Subsection 6.40.3.**, in its entirety;
Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

~~4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;~~
~~Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;~~
~~Substitute the following revised requirements:~~

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1

5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumins, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

6. Refer to Page 496, Subsection **7.20.4. METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4:**

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, **Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;
Delete the text under **Subsections (g) and (k),** in their entirety;
Substitute the following revised text:

"(g)	I/O Ports:	Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
(k)	Network Interface:	Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;
Delete the text under **Subsection (a),** in its entirety;
Substitute the following revised text:

"(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity.Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	**Upload Speeds (*Minimum*)**
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)**, as amended by Article 2 on page A1-2 of this Addendum;
   Delete the text under **Subsection (b)**, in its entirety;
   Substitute the following words: "**(b) (No Text)**."

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
    Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;
    Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1

[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 – Rodent and Waterbug Pest Control**;
    Delete **Section 7.88,** in its entirety;
    Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d throught A1-2i.

[Added 02-08-2013]

12. Refer to Page 394, Subsection 6.52.3. METHODS;
    Insert the following new sentence to the end of the third paragraph:

"However, on Federally Funded Projects all uniformed full-time flagpersons paid under this item, irrespective of where they are used in Examples #1 and #2, shall be deemed to be Laborers and shall not be paid less than the highest minimum hourly rate as set forth by Federal, State or City laws."

SECTION 7.88 (Revised)
Rodent and Waterbug Pest Control

7.88.1. DESCRIPTION. The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.

7.88.2. MATERIALS. All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall <u>not</u> be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

(A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

7.88.3. PERSONNEL. The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.

7.88.4. METHODS. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. During Construction - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

(D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

7.88.5. EDUCATION & TRAINING. The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

7.88.6. RECORDS AND REPORTS.

(A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction – Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

(C) RODENT AND WATERBUG CONTROL WORK

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

7.88.7. NONCONFORMANCE. If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

7.88.8. MEASUREMENT.

(A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

(B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

(D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

7.88.9. PRICES TO COVER.

(A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK

3. NEW SECTIONS

SECTION 4.05 CS
Refinish Concrete Slab

DESCRIPTION. The work shall consist of removing the existing overlay, inspecting the exposed concrete and repairing any surface deterioration, and applying an approved polymer overlay material to the existing structural slab within the limits shown on the Contract plans.

SUBMITTALS. Submit for approval the proposed means and methods of removing the existing overlay, preparing the surface and the proposed overlay product details and Material Safety Data Sheet (MSDS) that shall include the following:

1. Product Information:
   - Identify all components.
   - Application rates for 1st, 2nd and seal coats.
   - Identify the bond strength.
   - Moisture and temperature requirements (Limitation).
   - Storage and handling requirements.

2. Surface Preparation:
   - Describe the method and equipment for removing the existing overlay.
   - Describe the method of cleaning the concrete surface.
   - Identify the required level of cleanliness.
   - Address the method of repairing any discovered slab deterioration.

3. Application: Describe all procedures in mixing, preparation and application.

4. Curing: Describe curing procedure and anticipated cure times vs. temperature.

MATERIALS. The polymer overlay shall be a two component 100% solids, low modulus moisture insensitive epoxy binder conforming to the requirements of ASTM C88-99, Type III, Grade 1, Classes B & C. The product submitted for approval shall be taken from the latest NYSDOT Materials and Equipment Approved List. The aggregate shall be as recommended by the manufacturer for this specific application.

SURFACE PREPARATION. Concrete slab surface must be structurally sound, dry, and free of grease, oils, coatings, dust, curing compounds and other contaminants. Remove oil, grease smear and overlay residue as recommended by the manufacturer.

Use an approved material for sealing narrow cracks(less than 1/8" wide), and patching slab defects. If Portland cement patching materials are used, allow the patch to cure for 28 days before coating. All removed materials shall be transported from the work site and disposed at a location off the job site and approved by the Engineer.

CONSTRUCTION DETAILS. The Contractor shall exercise care during the execution of the work to avoid damaging or loosening material that is to remain. All damage caused by the Contractor's operations to material that is to remain shall be repaired or the material replaced, as determined by the Engineer. All repair and replacement work shall be done in a manner satisfactory to the Engineer, at no additional cost to the City.

Mix the epoxy components in the volume parts as recommended by the manufacturer and mix just enough material that can be used within the working life. Do not aerate the mix. Apply mixed binder to the prepared surface using roller, notched squeegee or spray equipment. Consult manufacturer's representative for application recommendations. Broadcast approved aggregate using the method and quantity recommended by the manufacturer. Allow adequate time for the epoxy to cure based on current and anticipated temperatures before allowing foot traffic.

METHOD OF MEASUREMENT. The quantity to be measured for payment will be the number of square feet of concrete slab refinish to the satisfaction of the Engineer. Quantities will be determined from field measurements.

BASIS OF PAYMENT. The unit price bid per square foot for Refinish Concrete Slab shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to complete the work as specified herein, as shown on the plans, or as ordered by the Engineer including, but not limited to, furnishing and installing crack sealing in the concrete slab.

The cost of repairing and/or patching concrete shall be covered under Items 582.06 and 582.07, as appropriate.

Payment will be made under:

Item No.	Item	Pay Unit
4.05 CS	Refinish Concrete Slab	Square Foot

SECTION 5.37
Construction Report

5.37.1. Intent.

The intent of this Section is to prepare construction reports as prescribed herein and summarize the effects of construction activities on structures located within the influence line of work to be performed under this project to ensure that the Contractor's proposed construction methods do not create or aggravate any potentially dangerous conditions. In order to ascertain the effects of construction, the Contractor will be required to retain the services of a qualified firm with experience in structural engineering, soil mechanics, foundations, installation of piles and sheet piling, evaluation of the effect of construction on buildings and structures, effects of dewatering and the associated movement of soil due to dewatering and the effect of vibrations upon structures.

5.37.2. Special Experience Requirements.

Within thirty (30) days of the award of this contract, the Contractor shall submit to the Commissioner qualifications of the firm it proposes to provide the engineering services described in this section. The proposed engineering firm must meet the following special experience requirements:

(1) Such firm must, within the last three (3) consecutive years, have successfully provided engineering services similar to the services described in this section on a minimum of two (2) comparable projects.

Compliance with such special experience requirements will be determined solely by the Commissioner. Once a firm is approved, no substitution will be permitted, unless the Commissioner has approved the qualifications of the proposed replacement in writing in advance. If the qualifications of the proposed firm are not acceptable, the Contractor shall submit the qualifications of another proposed firm within fifteen (15) days of notice to do so.

5.37.3 Submissions.

(1) Pre-Construction Report

Upon approval and prior to construction the chosen firm (hereinafter referred to as the firm) shall submit six (6) copies of a report incorporating their findings and recommendations. The report shall be prepared by or under the immediate direction of a New York State Licensed Professional Engineer as evidenced by the imprint of his seal and signature on the document. The report shall include but not be limited to the following:

Revised for RWM017

a. A detailed description of the Contractor's proposed method of construction including, but not limited to, the demolition of wall; demolition of parapets; demolition of sidewalk, curb and roadway; excavation; drilling of the holes in the ground; and, installing the lagging panels.

b. An inspection (including photographs and videotapes as required) of all structures that may be affected by the proposed method of construction.

c. A definition of the "radius of influence" that the proposed wall or parapet wall installation and other construction activity will impart on the surrounding soil.

d. A definition of the limits of horizontal and vertical movement each building and/or structure within the support of excavation can tolerate without damage to the structural integrity of that building and/or structure.

e. A complete study of the vibrations that each building or structure can tolerate along with the anticipated vibrations promulgated by the construction methods, taking into account the age and condition of the buildings/structures.

f. A statement that the limits of movement and vibrations as defined in (d) and (e) above will not be exceeded as a result of the proposed method of construction.

g. A geological profile of the soils in the area. This profile shall be based upon the boring logs taken for this project. See Record of Borings drawings.

The report shall include all field notes, measurements and photographs and videotapes, as required, of the existing wall conditions which may be aggravated by the proposed construction of the wall or parapet wall and shall include a visual inspection of the structures and sewer within the adjacent area of the construction activity. A view of each structure is required. Additional photographs shall be taken to show any existing cosmetic or structural damage onadjacent structures. The Contractor shall install gages to monitor the cracks during the construction. The gages shall be able to determine crack opening or closing to the nearest one-sixteenth of an inch.

If required, applications for consents to enter privately owned structures for the purpose of inspection shall state that the inspection is necessary to ensure the structural integrity of the existing structures. One counterpart of each consent, duly signed and acknowledged by the owner or one of the owners, executors or administrators for himself and for his agents, lessee and any other persons who shall have a vested or contingent interest in the building, or notice of refusal if consent is not obtained, shall be filed with the Engineer at least ten (10) days before the commencement of work which affects the building or structure.

Revised for RWM017

The report shall also include recommendations or comments regarding any potentially dangerous and/or unsafe conditions uncovered along with all other additional information required pursuant to other sections of the Specifications.

All results of the structure examinations shall be incorporated into the Pre-Construction Report. No work may begin until the NYCDDC has accepted the pre-construction report. This pertains to all contract work and no exceptions will be allowed unless otherwise stated in these specifications.

(2) Reports During Construction

The firm will be required to perform the monitoring during construction activity and submit reports to the Engineer as required or as directed by the Engineer.

(3) Post-Construction Report

Within 30 days of the completion of all work the chosen firm shall prepare a report detailing changes in the structures, mentioned in the contract drawings to be included into the construction report. The report shall include a comparison of all assumptions and field-measured values. Should there be excessive discrepancies between the two, an explanation shall be presented within the report.

5.37.4 Responsibilities of the Contractor.
Prior to bidding the Contractor shall examine the site and available subsurface inspection information and formulate methods of construction that will not result in any damage to existing structures. Should the Contractor lack the expertise in evaluating the effects of his construction methods he should prepare his bid in consultation with an experienced firm or authority. In any event, the Contractor will be held liable for any damage to any existing structures due to his construction methods. In addition, should the results of a Pre-Construction Report indicate that damage will result from his proposed construction methods, the Contractor will be required to amend his means and methods in accordance with the Pre-Construction Report, at no additional cost to the City.

5.37.5 Work Included.
The contract price for the Construction Report shall be a Lump Sum Price and shall include the cost of all labor, materials, plant, equipment, but not limited to, the insurance and incidentals necessary or required to prepare the report, including, construction monitoring, preparation of pre-construction reports, reports during construction and Post-Construction Report and all other work incidental thereto all in accordance with the specification and as directed by the Engineer.

5.37.6 Price to Cover.
The contract price for the "CONSTRUCTION REPORT" shall be a lump sum price and shall include the cost of all labor, materials, plant, equipment and insurance necessary or required to prepare the constustion reports, including building examinations and do all other work incidental thereto all in accordance with the specifications and as directed by the Engineer.

5.37.7 No Separate or Additional Payment.
No separate or additional payment will be made for compliance with the requirements of the Construction Report including, but not limited to, any modification to the Contractor's means and methods of construction.

5.37.8 Payment.
Payment for this work shall be made in proportion to the work completed as follows:

Acceptance of Pre-Construction Report	30%
Completion of Field Monitoring	40%
Acceptance of Post-Construction Report	30%

The cost for the pre & post construction of TV Sewer Inspection and digital audio-visual recording of existing sewer shall be paid under 53.11DR.

Payment will be made under:

Item No.	Item	Pay Unit
5.37	CONSTRUCTION REPORT	L.S.

Revised for RWM017

ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

DESCRIPTION: Install injection ports, seal the crack opening, inject the crack with epoxy (full depth for restoration work, or as deep as conditions allow for prevention work), and restore the sealed surface to a flush condition in areas visible to the public. Perform the work at locations indicated on the contract plans or where directed by the Engineer.

PREVENTION - use in contaminated, cracked concrete areas to prevent movement and protect reinforcing.

RESTORATION - use in uncontaminated cracked concrete areas to restore structural integrity. Take verification cores for payment. Have an experienced epoxy manufacturer representative present until the work is acceptable to the Engineer.

MATERIAL REQUIREMENTS:

1. Crack Sealant - epoxy paste that completely cures in 4 hours or less and retains the injected epoxy. Any other type of crack sealant is subject to a project demonstration and approval by the Engineer.

2. Low Viscosity Injection Epoxy - Manufacturer certified to meet ASTM C881, Type I or IV, Grade 1, Class B or C (as temperature conditions require.)

3. Vertical & Overhead Patching Material (Approved List) - (for ITEM 555.80020001) §701-08

INJECTION EQUIPMENT: Use equipment in good working order, as approved by the Engineer, with the following features:

- Separate feed lines to the mixing chamber
- Automatic mixing and metering pump
- Ability to thoroughly mix the epoxy components in the mixing chamber
- Operator control of the epoxy flow from the mixing chamber
- Clean, legible, accurate pressure gauges easily viewable by the operator
- Ability to provide an uninterrupted pressure head to continually force epoxy into the cracks
- Injection pressure from 0 to at least 200 PSI
- Capable of metering each epoxy component to within 3.0% of the epoxy manufacturer's mix ratio

Un-reacted epoxy components may be stored overnight in separate reservoirs and feed lines.

Before starting the work, demonstrate to the Engineer the ability of the equipment to meter and mix epoxy components to the required mix ratio. Ratio accuracy may be determined by simultaneously metering each component into separate, clean, accurately graduated, volumetric containers, or another procedure approved by the Engineer. Also, activate the automatic mixing and metering pump, mix a small amount of injection epoxy, and waste it into a disposable container. The Engineer will observe this trial operation and be satisfied the equipment is working properly, and the epoxy is mixed with no streaks.

CONSTRUCTION DETAILS:

ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

1. Crack and Surface Preparation. Remove all debris or contaminants accessible within the cracks by using hand tools, water blasting or oil-free high pressure air blasting, vacuuming, or other methods suitable to the Engineer. Epoxy resin will not penetrate: compacted, water or oil soaked debris. Allow free moisture within the crack to be absorbed before injecting epoxy. Remove all materials, including moisture, from the surface adjacent to the crack which might interfere with bonding of the crack sealant.

2. Injection Port Installation. Attach injection ports to the prepared surface by placing them onto (surface adapters) or into the cracks (socket ports) and affixing with crack sealant. Larger cracks may be ported by inserting an anchored tube into the crack.

   Use positive connection port designs to connect injection equipment to the ports. Other injection port designs and attachment methods, where worker fatigue would not be a problem, require approval by the Engineer.

   Use the following general guidelines for spacing injection ports when cracks are uniform in width through the structure. For cracks that get tighter with depth, double this spacing. Intermediate ports may be placed for observation. To permit maximum flow into the void, position ports on the wider crack sections and at intersections, rather than at an exact spacing.

   If these guidelines cannot be followed, use port locations approved by the Engineer. Port spacing may be modified by the Engineer as experience is gained, or when cores are taken to determine penetration.

   FOR CRACKS COMPLETELY THROUGH A MEMBER
   A. Cracks accessible from one side - space the ports not less than the thickness of the member.

   B. Cracks accessible from both sides - space the ports not less than twice the thickness of the member and stagger them relative to the ports on the opposite side. Make the stagger between ports (on opposite sides of the member) at least the thickness of the member.

   Place the endmost ports at the ends of the crack so as to insure complete filling of the crack.

   FOR MULTIPLE CRACKS ALL OVER A MEMBER.
   Space the ports as far apart as practical, but not less than 8" from one another. An 8" spacing presumes a 4" penetration in each direction, if the adjacent ports are not plugged when epoxy reaches them. For fine cracks that taper to an end, place the endmost ports about 4" from the end.

3. Crack Seal. After port installation, seal the crack opening with crack sealant, being careful not to plug the injection ports. Allow the crack sealant to cure completely before injecting epoxy.

   Apply crack sealant only when surface and ambient temperatures are above 50° F.

ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

4. Port Flushing. Prior to any epoxy injection, flush critical ports with oil-free compressed air to verify that air exits from all the installed ports, dry the cracks, and check for leaks.

5. Epoxy Injection. Perform epoxy injection only when the surface and ambient temperatures are above 45° F and are not expected to fall below 45° F during the next 24 hours.

   UNIFORM WIDTH CRACKS - start toward the middle of a horizontal crack and work outward, or the lowest point of a sloping or vertical crack and work upward.

   VARIABLE WIDTH CRACKS - start at the widest points of all types of cracks and work outward. Secure the feed line to the first port. Initiate and continue flow until epoxy exits from the adjacent port. (Plug observation ports and continue through the same port to achieve maximum penetration.) Temporarily stop the injection process, remove the feed line, and seal the port. Attach the feed line to the adjacent port and repeat this procedure along the crack until the last port is sealed.

   Generally, use higher pressures when injecting narrow deep cracks, medium to low for wider cracks, and lowest pressures when injecting a delaminated area or an area susceptible to lifting. Low pressure applied for a longer duration is often more effective than high pressure applied for a shorter duration.

   Replenish the epoxy supply in the mixing equipment before it is exhausted. Thoroughly stir each epoxy component both before and after adding it to its respective component in the mixing equipment. Exercise care to assure a continuous injection operation.

   Allow the epoxy to fully cure prior to performing subsequent work in the repaired area.

   In the event of leakage from a crack, stop the injection process until the leak is sealed. When any work stoppage exceeds 15 minutes, clean the mixing chamber and flush the line that carries mixed epoxy. Flush with a suitable solvent, followed by air.

6. For ITEM 555.80020001 CRACK REPAIR BY EPOXY INJECTION (RESTORATION), take cores ranging in diameter from 1 to 4", as approved by the Engineer, to verify full penetration by epoxy and its cure. Take a representative core from each structural element, or one from every 100 feet of crack repaired, whichever is greater, at locations approved by the Engineer. The Engineer will retain the cores and determine if they are acceptable for payment. Patch the holes with Vertical & Overhead Patching Material.

   More than one core may be necessary to obtain an acceptable sample from cracks that diverge below the surface. (To avoid cutting reinforcing, the core drill may be angled to intercept a crack behind the reinforcing.)

7. Clean Up. In all areas visible to the public, as determined by the Engineer, remove spillage, the ports and crack sealant until flush with the adjacent surface. Remove stains and repair any damage to the satisfaction of the Engineer at no additional cost.

ITEM 555.80010001 - CRACK SEALING BY EPOXY INJECTION (PREVENTION)
ITEM 555.80020001 - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

METHOD OF MEASUREMENT: The Engineer will measure the work as the number of linear feet of crack sealed or repaired, as specified.

BASIS OF PAYMENT: Include the cost of all labor, materials, and equipment necessary to complete the work in the unit price bid per linear foot. For ITEM 555.80020001 CRACK REPAIR BY EPOXY INJECTION (RESTORATION), also include the cost of coring and repairing the core holes.

For ITEM 555.80010001 CRACK SEALING BY EPOXY INJECTION (PREVENTION), the Engineer will authorize payment after the measured length of crack has been sealed and the surface cleaned.

For ITEM 555.80020001 CRACK REPAIR BY EPOXY INJECTION (RESTORATION), the Engineer will authorize payment after the measured length of crack has been repaired as verified by cores, the core holes patched and the surface cleaned.

Payment will be made under:

Item No.	Item	Pay Unit
555.80010001	CRACK REPAIR BY EPOXY INJECTION (PREVENTION)	L.F.
555.80020001	CRACK REPAIR BY EPOXY INJECTION (RESTORATION)	L.F.

SECTION 6.18 PSP
Repair, Clean and Paint Steel Picket Fence

Intent: Under this section, the Contractor shall clean and paint existing steel picket fence and make minor repair of broken and/ or deteriorated connections between panel and post and any other picket fence component in accordance with the plans, the specifications and direction of the Engineer.

Environmental Requirements: The Contractor shall note that the existing steel picket fence components have coatings that have been tested and found to contain lead. The Contractor shall comply with the provisions of 29 CFR 1926.62 and all other applicable City and State Health and Safety Regulations. In addition, the Contractor shall comply with all applicable regulations controlling the release of lead base paints into the environment. Prior to the start of surface preparation operations, the Contractor shall submit a plan to the Engineer for approval demonstrating his means and methods to contain and dispose of the lead paint waste material along with a Health and Safety Plan to be provided in accordance with the requirements of Section 107-05 of the New York State Department of Transportation, Standard Specifications.

Materials: The existing steel picket fence shall be cleaned and painted with three coats of paint as follows:

Paint Materials: Approved paint types and their manufacturers shall be as listed in the NYS Department of Transportation's Materials and Equipment Approved List for "A.STRUCTURAL STEEL PAINTS CLASS 1 (708-01)".

Fence Materials: Replacement and repair materials for the steel picket fence shall match existing picket fence in size and material as shown on the plans and as approved by the Engineer.

Surface Preparation: All surfaces shall be cleaned in accordance with SP-1, Solvent Cleaning. Cleaning shall remove all dirt, grease and foreign matter using solvents such as mineral spirits, turpentine, etc. Surfaces that show evidence of non-adherent rust, peeling paint and other deleterious matter shall be cleaned in accordance with SP-2, Hand Tool Cleaning, and/or SP-3, Power Tool Cleaning, in order to achieve a sound substrate. Paint shall be applied immediately after a final SP-1 solvent cleaning and drying.

Methods: The Contractor shall first clean the existing picket fence. The Contractor along with the Engineer shall then inspect the picket fence to identify locations requiring minor repair. All broken or cracked hardware, connections, rails, post, etc., shall be repaired or replaced, to the satisfaction of the Engineer. Any hardware, connections, rails, post, etc., that have sectional loss greater than 50% shall be repaired or replaced as directed by the Engineer. All paints shall be applied when the ambient air temperature is 45 degrees F and rising and surfaces to be painted are moisture free. No painting will be allowed below the minimum ambient air temperature. In

addition, no painting will be allowed below the temperature at which moisture will condense on surfaces or when the surface temperature is less than 5 degrees F. greater than the dew point temperature of the surrounding air. All painting shall be performed in a neat and workmanlike manner. The paint shall be applied by brush and thoroughly worked into the surface and into all cracks and fissures without leaving fins or runs. Drop cloths shall be used to protect existing ground surfaces and adjacent appurtenances.

Measurement: The quantity of Repair, Clean and Paint Steel Picket Fence to be measured for payment shall be the number of linear feet of steel picket fence actually cleaned and painted to the satisfaction of the Engineer. Measurement shall be made along the centerline of the top of the picket fence.

Price to Cover: The contract price bid per linear foot for the Repair, Clean and Paint Steel Picket Fence shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to clean, repair, and paint picket fence surfaces, as required all in accordance with the plans, the specifications, and the direction of the Engineer.

The price bid shall also include, but not limited to, the cost of all labor, material, equipment, insurance, and incidentals required to properly clean and prepare the surfaces to be painted, properly dispose of the lead waste materials, and preparation of a Health & Safety Plan.

Payment will be made under:

Item No.	Item	Pay Unit
6.18 PSP	REPAIR, CLEAN AND PAINT STEEL PICKET FENCE	L.F.

SECTION 6.27 WCY
Removal of Existing Wall

6.27WCY.1. Intent.
This section describes the demolition of existing walls and/or parapets and the support and protection of the remaining intact wall and adjacent properties and the general public. Under this section, the Contractor shall salvage stones from the existing wall demolished in a quantity sufficient to use as a façade for the new wall under Item 9.95 SF.

6.27WCY.2. Description.
In addition to furnishing all necessary labor, materials, plant, equipment, insurance, and necessary incidentals required, the work shall include, but not limited to, the demolition, salvaging and storing on site adequate quantity of stones for use under Item 9.95 SF, removal and disposal of the remaining portion of walls and/or parapets, as indicated on the plans, specified or directed by the Engineer, together with all appurtenances, debris and refuse of all kinds, and other miscellaneous structures.

6.27WCY.3. General.

A. Laws, Permits, Etc.

The Contractor shall comply with all laws, ordinances, statutes, rules and regulations relating to the demolition of structures; the removal and disposal of materials resulting from demolition operations; the protection of adjacent properties and the general public; and the furnishing and maintenance of passageways, guard fences and other protective facilities. He shall obtain all required permits and licenses, pay all fees and give all notices necessary for the prosecution of the work.

B. Disposal

Other than stones designated to be slavaged, all other materials resulting from demolition operations or required to be excavated in connection with such operations shall be disposed of by the Contractor away from the demolition site and the site of the contract work. Said materials shall not be dumped, placed, stored or disposed of within the limits of any existing or projected public street or road. The burning of debris or other demolition materials will not be permitted except as approved and authorized by the New York City Fire Department, the New York State Department of Environmental Protection and the Engineer.

C. Damages

The Contractor shall be responsible for all damages resulting from and due to his demolition operations. Said responsibility shall include, but not be limited to, walls, parapets, structures, and portions of walls and/or structures which are adjacent to the demolition site and are to remain. No additional payment or compensation will be made or allowed the Contractor for costs incurred for repairs and replacements required to satisfactorily remedy the aforesaid damages or for the settlement of any claims resulting therefrom.

D. Salvage

The Contractor shall be responsible for salvaging and safely storing stones to be used under Item 9.95 SF as directed by the Engineer. All damage to or loss of salvable materials, whether by reason of fire, theft or other happening, shall be at the risk of the Contractor and no such loss or damage shall relieve him from any obligation under the contract or form the basis of any claim against the City.

E. Fire Protection, Etc.

The Contractor shall furnish, employ and pay for all necessary appliances and watchmen required for the adequate protection of the work against fire and to safeguard existing structures and the public. He shall at all times maintain adequate facilities for the thorough saturation of all debris and materials with water to the extent required to prevent dust arising from the work. All water used including temporary piping, connections, permits therefore, and removal of piping, when directed, shall be provided and paid for by the Contractor.

F. Blasting

No blasting will be permitted of any demolition items.

6.27WCY.4. Methods.

Within the limits shown on contract drawings, all structures and accompanying foundations shall be completely removed.

The Contractor shall provide a clear and safe access way to vehicular and pedestrian traffic at all times during the removal of the wall and shall maintain the access until the replacement wall has been built and backfilled. The Contractor is responsible to maintain access to all adjoining areas to the work zone until the completion of the work and the restoration of the area to the satisfaction of the Engineer. Access ways shall have a minimum clear width of five (5) feet for pedestrian traffic and ten (10) feet travel clearance for vehicles. Access shall include temporary bridging and access landing, complete with temporary chain link fence attached, as may be necessary.

Any damage to structures that are to remain that results from the Contractors operations shall be repaired and restored by the Contractor, at no cost to the City, and to the satisfaction of the Engineer.

All concrete, stone chips, earth or other refuse remaining after the wall has been removed shall become the property of the Contractor and shall be removed and disposed of away from the site. Do not allow materials to accumulate on the site. All adjacent areas, including portions of the streets affected by the work, shall be cleaned of all

in a condition satisfactory to the Engineer

6.27WCY.5. Measurement.
The quantity to be measured for payment shall be the number of cubic yards of material removed for disposal, measured in place, within the limits shown on the plans.

6.27WCY.5. Price to Cover.
The contract price bid per cubic yard for Removal of Existing Walls and/or parapets shall cover the cost of furnishing all labor, materials, equipment, insurance, and necessary incidentals required to remove the existing walls and/or parapets, salvaging and storing stone for reuse and disposing of remaining materials, and providing protection to adjacent structures as required, all in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.27 WCY	REMOVAL OF EXISTING WALL	C.Y.

SECTION 6.31 CCP
Coping Cast in Place

DESCRIPTION

Under this section the Contractor shall remove existing concrete coping, clean off excess and loose mortar on the top of the existing walls, expose and clean the existing stainless steel rods, and install new reinforced concrete coping on top of the underlying wall and brick veneer that has a finish that matches the existing coping; all as shown on the plans or as ordered by the Engineer.

MATERIALS

Concrete shall meet the requirements of the New York City Department of Transportation Standard Highway Specifications Class A-40, Type I.

Reinforcing steel shall be stainless steel conforming to the requirements of New York State DOT Standard Specifications Section 556.

CONSTRUCTION DETAILS

Concrete Coping: The existing coping concrete designated for replacement shall be carefully demolished and removed so as not to damage the existing adjacent copings, picket fence and existing steel rods embedded in the underlying concrete wall.

Concrete for coping shall be placed as specified in Section 4.06 of the NYCDOT Standard Highway Specifications. The new coping shall match the existing coping in color, size, shape, dimension, and surface treatment. The coping shall be formed around the existing rods in the underlying wall as shown on the Contract Drawings. Joint width between new coping and existing copings shall match the width of the existing joints. All mortar or concrete on the face of any new coping shall be thoroughly cleaned to the satisfaction of the Engineer.

METHOD OF MEASUREMENT

The quantity to be measured for payment shall be the number of cubic feet (measured to the nearest cubic foot) of acceptable concrete coping placed as determined by the Engineer.

BASIS OF PAYMENT

The contract price per cubic foot for Coping Cast in Place shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work as shown on the plans and as ordered by the Engineer, including, but not limited to, removing the existing concrete, providing new concrete, stainless steel reinforcement, cleaning the existing steel pins.

Payment will be made under:

Item No.	Item	Pay Unit
6.31 CCP	COPING CAST IN PLACE	CUBIC FOOT

SECTION 6.34 ADT
Temporary Chain Link Fence

DESCRIPTION: The Contractor shall furnish and install Temporary Chain Link Fence, 8′-0″ High, with top and bottom tension wires and with gates, at locations shown on the contract drawings or as directed by the Engineer.

MATERIALS AND METHODS: All materials and methods shall be done in accordance with the applicable requirement of the Section 6.34, Chain Link Fence, in the Standard Highway Specifications, as amended below.

Temporary chain link fence with gates shall be eight (8′) foot high in compliance with the requirements of the New York City Department of Transportation′s Standard Details of Construction Drawing No. H-1009. Any fence and gate not set plumb and true to line and grade shall be removed and replaced at the Contractor′s expense. The Contractor shall maintain the fence with gates during the life of the contract and shall repair/replace all members that are disturbed, damaged or destroyed. Gates shall be equipped with locks and 3 sets of keys which shall be given to the Engineer. Fence and gates shall become the Contractor′s property when the Contract work is completed and shall be removed from the site when so directed by the Engineer.

MEASUREMENT: The quantity of Temporary Chain Link Fence, 8′-0″ High, to be measured for payment shall be the number of linear feet of temporary chain link fence with gates satisfactorily installed, complete, measured in place, from center to center of end posts.

No payment will be made: for movements or relocations of temporary chain link fence with gates made for the Contractor′s convenience; for movement of temporary chain link fence with gates at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of temporary chain link fence with gates at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of temporary chain link fence with gates between initial installations.

PRICE TO COVER: The unit prices bid for Temporary Chain Link Fence, 8′-0″ High, shall be a unit price per linear foot and shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary chain link fence with gates in their entirety as shown in the Contract Drawings and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.34 ADT	TEMPORARY CHAIN LINK FENCE, 8′-0″ HIGH	LINEAR FEET

SECTION 6.59 PF
Temporary Concrete Barrier with Fence

6.59PF.1. Description. The Contractor shall furnish, install, maintain, and remove temporary concrete barriers with chain link fence and gates in accordance with plans, specifications and directions of the Engineer.

6.59PF.2. Materials. The temporary concrete barrier shall conform to the requirements of New York State Department of Transportation Standard Sheet No. 619-01, modified to accommodate a chain link fence with posts. Top and bottom rails will not be required for the fence.

Chain link fencing and incidentals shall be in accordance with Section 607 and Materials Section 710, of the current Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering. The Engineer will inspect all chain link fence material for conformance with specifications.

The Contractor shall be required to provide a solid, secure chain link fence system consisting of posts, post embedment, fence fabric, and all other incidentals as may be required. Fence posts shall be embedded in the concrete barrier and the chain link fence shall extend from the barrier to a height of at least five (5) feet above the barrier.

Maximum spacing of fence posts shall be eight feet from center to center. The details for the embedment of fence posts to the concrete barrier shall be submitted to the Engineer for approval.

Fence fabrication shall be continuous for the length of the concrete barrier; however, at joints between concrete barriers, the gap between fence sections shall not be more than four (4) inches.

Barrier sections shall be precast portable concrete units. The Manufacturer shall certify that the temporary concrete barrier units conform to the details shown on the aforementioned N.Y.S.-DOT's Standard Sheet or approved drawing.

The Engineer will inspect the temporary concrete barrier sections, complete with fence, upon delivery to the project site for conformance to specifications. Any barrier sections having damage and/or defects in the concrete, fence and/or joint connections will be rejected by the Engineer when in his judgment the performance of the barriers will be affected.

The temporary concrete barrier sections with fence shall form a smooth and continuous barrier when joined together. Any sections damaged or misaligned while in service shall be corrected or replaced to the satisfaction of the Engineer, at no cost to the City.

Striped reflectorization on barriers is required. Striping pattern is to be alternating twelve inch wide stripes of white and orange sloped downwards in the direction of traffic at 45 degrees.

Reflective sheeting material shall be used and it shall conform to photometric and color (Orange and White) requirements of Subsection 730-05.02, Reflective Sheeting (Class B), of the current Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineer.

The gate material shall be of similar material as the fence and to the same height as the fence. The gate width will be the contractors choosing to suit his methods and access needs. The gate shall be locked during non-construction hours.

6.59PF.3. Methods. The Contractor shall furnish, erect, move, and remove temporary concrete barriers with chain link fence and gate where and as indicated on the plans or as directed by the Engineer.

Where indicated on the plans or in the proposal, temporary concrete barriers shall be supplemented by approved steady burning lights.

Each run, or bay, of temporary concrete barrier unit with chain link fence shall be fastened together to form a continuous chain. After placement, each successive unit shall be moved longitudinally to remove the slack in the joint between units. The units at each end of a run or bay shall be anchored as shown on the Standard Sheet. Where shown on the plans or directed by the Engineer, the ends of the barrier run shall be fitted with a tapered end section, flared back.

The Contractor shall maintain the fence with gates during the life of the contract and shall repair/replace all members that are disturbed, damaged or destroyed. Gates shall be equipped with locks and 3 sets of keys which shall be given to the Engineer. Fence and gates shall become the Contractor's property when the Contract work is completed and shall be removed from the site when so directed by the Engineer. The locations and width of fence with gates (ncluding the number of gates) shall be as shown on plans or as directed by Engineer. The fence and gate shall be done as per SECTION 6.34 of the NYC Department of Transportation Standard Highway Specification.

6.59PF.4. Measurement. The quantity to be measured for payment shall be the number of linear feet of temporary concrete barrier with chain link fence and gate actually placed including transition sections, measured along the centerline of the top surface of each barrier and gate.

6.59PF.5. Price to Cover. The contract price bid per linear foot for Temporary Concrete Barrier with Chain Link Fence shall cover the cost of all labor, materials, insurance, and equipment necessary to erect, maintain, and remove the required temporary concrete barrier with chain link fence and gate. This work shall include, but not be limited to, posts, top & bottom rails for gates, any required

connection devices, orange and white reflective stripes on the faces of the barriers, steady burning yellow lights when indicated on the plans, flashing amber lights, and filling holes left in the pavement with an epoxy grout after the barricades have been removed, all in accordance with the plans, the specifications and the directions of the Engineer.

No payment will be made: for movements or relocations of temporary concrete barrier with fence made for the Contractor's convenience; for movement of temporary concrete barrier with fence at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of temporary concrete barrier with fence at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of temporary concrete barrier with fence between initial installations.

No separate payment for the gate.

Payment will be made under:

Item No.	Description	Pay Unit
6.59 PF	TEMPORARY CONCRETE BARRIER WITH FENCE	L.F.

SECTION 6.64 WIN
Wall Identification Number (WIN) Plate

6.64WIN.1. Description. The Contractor shall furnish and install a Wall Identification Number (W.I.N.) Plate on the wall. The plate shall be located at the north or east end of the wall or if it is not orientated north or east then the end that is closer to east. The plate shall be installed 3′-0″ above the finished ground.

6.64WIN.2. Materials. The Wall Identification Number (W.I.N.) plates shall consist of three parts.

1. Aluminum Panel with Reflective Background: The aluminum panel and reflective background shall conform to the material and fabrication requirements of NYSDOT Material Specification 730.01, Aluminum Sign Panels. The background material shall be green reflective sheeting conforming to NYSDOT Material Specification 730-05.01. The size of the panels shall be on 1/8″ thick by 3″ wide by 1′-6″ long. The reflective sheeting used to form the background shall be 3″ wide by 1′-4″ long.

2. Characters: The characters shall be reflective sheeting conforming to NYSDOT Material Specification 730-05.01 except that the adhesive shall be pressure-sensitive such that the characters can be applied to the background in the field. The characters shall be 2″ high and silver-white in color conforming to FHWA Series C dimensions. Prior to placing the cutout characters on the panel, the reflective background shall be clean and free of dirt and oil which may adversely affect proper adhesion. The characters shall be placed on the reflective background, perpendicular to the longitudinal axis of the panel, and vertically centered.

   The reflective background and characters shall be coated and the edge sealed in accordance with the recommendations of the sheeting manufacturer.

3. Expansion Anchors: 1/4″ diameter by 1-1/2" long stainless steel nail drive expansion anchors meeting GSA Specifications FF-S-325, #3.2.5.2 shall be used to attached the W.I.N. Plates to concrete and stone surfaces.

6.64WIN.3. Methods. Locate and install the Wall Identifation Number (W.I.N.) Plates in the location and using the expansion anchors as detailed above. Each Wall Identification Number (W.I.N.) plate shall be installed with a minimum of 3 expansion anchors, set at 1″ and 9″ from the ends.

The format for the characters shall be "W.I.N. 2-XXXX-XX" for a total of 12 characters and one space. The "X" varies depending on the Wall Identification Number (W.I.N.).

6.64WIN.4. Measurement. The quantity to be measured for payment shall be the number of Wall Identification Number (W.I.N.) Plates actually installed at the site to the satisfaction to the Engineer.

6.64WIN.5. Price to Cover. The contract price bid per Each for Wall Identification Number (W.I.N.) Plate shall cover the cost of all labor, materials, insurance, and equipment necessary to provide and install a Wall Identification Number (W.I.N.) Plate; all in accordance with the Contract Drwings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
6.64 WIN	WALL IDENTIFICATION NUMBER (WIN) PLATE	EACH

SECTION 7.18 FDC
Grouting

7.18FDC.1. Intent.
Furnish and place grout mixes to strengthen the stone retaining wall.

7.18FDC.2. Description.
Work under this item shall consist of furnishing and placing grout into drilled holes. Each hole shall be filled with neat grout. Grout shall be replenished in each hole where needed.

7.18FDC.3. Materials.
Provide materials meeting the requirements of the following ASTM Specifications:

A. ASTM C109 - Compressive Strength of Hydraulic Cement Mortars.
B. ASTM C150 - Portland Cement, Type I or II.
C. ASTM C618, Class F - Fly Ash
D. Water shall be potable

Provide a grout created by a mixture of water and cement with the possible addition of fly ash. Other additions will be acceptable only as approved by the Engineer. The approved grout mix may be modified as approved by the Engineer, as the work progresses to take into account conditions encountered.

Fly ash may be used in addition to cement. Addition of fly ash is limited to a maximum of 25% of the cement by weight.

Cement grout shall be proportioned and mixed to provide a grout capable of maintaining the solids in suspension without appreciable bleeding, which may be placed without difficulty, and which will laterally penetrate and fill open joints and voids. Proportion materials to provide a hardened paste having an unconfined compressive strength of at least 3500 psi at 28 days when tested in accordance with ASTM C109.

7.18FDC.4. Submittals.
The Contractor shall submit the following information prior to beginning grouting operations to the Engineer for approval:

A. Grouting Plan.
B. Materials and equipment to be used for grouting.
C. A plan for the daily disposal of wasted and unused grout.
D. Sample grout report.

7.18FDC.5. Methods.

A. Qualifications
Grouting Contractor shall have at least five (5) years experience having performed at least one(1) project of a similar nature to the kind of work specified herein. The Contractor shall be required to

submit a list of projects where he has performed grouting of the type required by this Section.

B. General

Perform the grouting operation continuously and as specified in the plans and specifications.

The Contractor is advised that the interior of the retaining wall may be rubble and the joints between the rubble may be filled with mortar, soil or may be open voids.

C. Grouting Sequence

Fill the hole with cement grout to the ground surface or face of the wall.

For vertical holes, place the grout by tremie method, pumping the grout by pipe to the bottom of the hole, displacing any wash water as the tremie grout fills the hole. Do not grout holes within 25 feet of each other at the same time. Remove the casing slowly, applying low air pressure to the top of the grout to prevent necking as the casing is removed. Do not exceed an air pressure of more 1.0-psi per foot of depth at any grout hole unless directed by the Engineer.

Replenish grout lost to joints and voids. Provide a temporary patch in the street if needed. Should the amount of grout injected into any one casing exceed 27 cubic feet (1 cubic yard), it shall immediately be brought to the attention of the Engineer who may direct the Contractor to stop or delay his grouting operation. However, the sole responsibility for the protection of pavements, retaining walls, underground utility pipes and such, shall be the Contractor's.

D. Testing

Take a minimum of one set of 2" x 2" x 2" cubes of grout each day during grouting. A set of cubes shall consist of six cubes with one each tested at three, seven and ten days and three cubes tested at twenty-eight days. Take and test cubes in accordance with ASTM C109 by an independent testing laboratory.

E. Records

Furnish to the Engineer accurate records of all grouting at the end of each shift. Include the following for all holes in progress, and other data as the Engineer may require:

A. Depth of water before grouting.
B. Pressures on grout during placement.
C. Times of starting and stopping grouting operation, details of grout mixes used.
D. Quantity of grout placed, measured to nearest tenth cubic foot.

F. Restoration.

At the completion of work in each work area the Contractor shall:

A. Leave the surface free of debris and in the condition it was found; taking all equipment, tools, hoses, barriers, cones, etc., off the site.

B. Cleanup of any grout spills or eruptions.
C. Repair any damages.

7.18FDC.6. Measurement.
The quantity to be for payment shall be the number of a cubic yard of grout placed in the drilled hole acceptably placed, measured to the nearest tenth of a cubic yard. Grout spills and grout emerging from the face of the wall, from the ground in front of the wall, from the pavement, entering cellar spaces, utilities and vaults will not be measured.

7.18FDC.7. Price to Cover.
The unit price bid per cubic yard of grout shall include the cost of all labor, equipment, materials, insurance, and incidentals necessary to satisfactorily place grout to complete the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
7.18 FDC	GROUTING	C.Y.

SECTION 7.55
New Pipe Railings

1. Work to Include. Under this section, the Contractor shall furnish and install a twin (top & bottom) pipe railing with posts in accordance with the plans, the specifications, and the directions of the Engineer.

2. Materials. All rails and posts shall be galvanized steel pipe of the sizes shown on the plans and shall conform to ASTM Designation A53, except that pipe need not undergo hydrostatic test.

Angles and bars shall conform to ASTM Designation A36.

Bolts, nuts, and washers shall conform to ASTM Designation A307. Galvanizing of bolts, nuts, and washers shall conform to ASTM Designation A153.

All components of paint shall be compatible and supplied by a single manufacturer. All paints shall be applied in compliance with the paint manufacture's data sheets. Prior to field painting, the surfaces to be painted shall be clean, dry, and lightly sand papered.

Approved paint types and their manufacturers shall be as listed in the NYS Department of Transportation's, Materials and Equipment Approved List for "A. STRUCTURAL STEEL PAINTS CLASS 1 (708-01)".

3. Methods. All welds shall comply with the current requirements of the American Welding Society.

The Contractor shall furnish and install a new twin pipe railing and posts for embedment or bolting to the concrete steps as shown on the plans or directed by the Engineer.

All surfaces of the railing and posts shall be thoroughly cleaned of all rust, oil, grease, scale, and foreign matter. All surfaces of galvanized steel pipe and posts to be exposed after installation shall be painted.

Prior to painting, galvanized surfaces shall be treated. The first phase of treatment shall be solvent cleaning performed in accordance with the requirements of SSPC-SP1, No. 1, Solvent Cleaning. The second phase of treatment shall be pretreatment with a "wash-coat" of a type conforming to the requirements of Military Specification MIL-P-15328b or c or an approved equal. The pretreatment may be applied by any method, as approved by the Engineer. After application and drying of the pretreatment, paint shall be applied.

Surfaces to be exposed after installation shall be given one (1) shop coat of Epoxy Primer, one (1) shop coat (field coat permitted) of Epoxy Intermediate Coat, and one (1) final field coat of Polyurethane Topcoat. The color of the top coat shall match the existing railing, as approved by the Engineer. Prior to field painting, the surfaces to be painted shall be clean, dry, and lightly sand papered.

All field painting shall be done in dry weather or under cover. All surfaces shall be free from moisture or frost when paint is applied, and painted surfaces shall not be permitted to become wet by condensation or otherwise be subjected to freezing temperatures until the paint has reached a hard set. No painting shall be started when the temperature of the metal or the surrounding air is less than 5 degrees F. above the dew point. Any paint injuriously affected by cold, rain, moisture, or condensation shall be entirely cleaned off and fresh paint applied.

All paint shall be stirred to agitate and emulsify the contents thoroughly. The paint shall be kept stirred and at a uniform consistency until applied. There shall be no thinning or modification of the paint except upon and in accordance with the specific approval of the Engineer.

The paint shall be applied either wholly by brush or, if approved by the Engineer, in part by brush and in part by approved airless spray in such a way as to secure an even paint film uniform in thickness, tint and consistency over the entire surface, free from pin holes, holidays, or excessive brush marks. The paint should be thoroughly dry before the application of successive coats.

Care shall be used to prevent paint dripping, spatterings or spraying of finished surfaces, and any such dripping, spatterings or spraying shall be cleaned off before the paint has dried.

4. Measurement. The quantity of new steel pipe railing and posts to be measured for payment shall be the number of linear feet of railing, measured along the center line of the top rail, actually installed to the satisfaction of the Engineer.

5. Price to Cover. The contract price bid per linear foot for New Pipe Railings shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals necessary to furnish, install, and paint new pipe railing and posts complete, including, but not limited to, all pipe, drilling of holes, bolts, nuts, washers, angles, bars, paint and shop drawings in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.55	NEW PIPE RAILINGS	L.F.

SECTION 7.57 DGRA
Drill and Grout Reinforcement Bars

Description: Under this section, the Contractor shall furnish all labor, materials, equipment, insurance, and incidentals required to drill holes and grout stainless steel reinforcing bars and/or stainless steel hook bolts within those holes, all in accordance with the plans, the specifications and directions of the Engineer.

Materials:
Grout material shall be a non-metallic, non-shrink grout or polymer resin supplied in prepackaged and/or premeasured containers. It shall contain no metals, rust or corrosion promoting agents and shall be moisture insensitive. Packaged stability of each component in original unopened containers stored in temperatures between 32°F and 100°F shall be a minimum of six months. The mixing instructions, cure time and expiration date of the material shall appear on each container.

Material Requirements: The grouting material shall be able to withstand 50 cycles of freeze thaw (10% NaCl) with a maximum loss of 4%. The proposed material shall be listed on the New York State Department of Transportation's Materials and Equipment Approved List for grouting materials.

Stainless Steel reinforcement bars and /or stainless steel hook bolts shall comply with the requirements of Section 556 of the New York State Department of Transportation Standard Specifications for Construction and Materials (US Customary Units, dated May 2008 with current addenda).

Methods:
Equipment - All equipment proposed for use shall be as approved by the Engineer prior to actually performing the work.

1. Drilling and Grouting Stainless Steel Reinforcing Bars and /or stainless steel hook bolts -
   a. All holes shall be drilled by means of a rotary impact drill. If reinforcing steel is encountered, the reinforcing steel shall be cut and removed by means of a core drill. The remainder of the drilling shall be done with the rotary impact drill.
   b. Drilling with a lubricant will not be permitted. Water is not considered a lubricant. Drilling methods shall not cause spalling or other damage to concrete. Concrete spalled or otherwise damaged by the Contractor's operations shall be repaired in a manner satisfactory to the Engineer. Such repair shall be done at the expense of the Contractor.
   c. Holes shall be surface dry and shall have had all foreign and loose material removed immediately prior to grout placement.
   d. Grout shall be mixed and placed in strict accordance with the manufacturer's instructions, unless modified here or elsewhere in the contract documents. No grout shall be

placed at a temperature below that recommended by the grout manufacturer.

e. Prior to stainless steel reinforcing bar and /or stainless steel hook bolts placement in the grouted hole, all material which might interfere with the bond between the reinforcing bar and the grout shall have been removed. This includes, but is not limited to: moisture, grease, dirt, dust, mill scale, and rust. Rust which cannot be removed even by vigorous scrubbing with a wire brush is considered firmly bonded and may remain. The hole diameter shall be in accordance with the grout manufacturer's recommendation. The stainless steel reinforcing bars and /or stainless steel hook bolts shall be inserted full depth into the hole and shall be manipulated to ensure complete coverage by the grout. After insertion of the stainless steel reinforcing bar and /or stainless steel hook bolts, all excess grout shall be struck-off flush with the concrete face. Should the grout fail to fill the hole after bar insertion, additional grout shall be added to the hole to allow a flush strike-off.

f. If the stainless steel reinforcing bar and /or stainless steel hook bolt is inserted in a hole with an axis predominantly horizontal to the ground surface, care shall be taken to prevent grout from running down the face of the concrete. These precautions shall be done in a manner satisfactory to the Engineer.

Measurement:

Measurement will be taken as the number of linear feet of holes into which grouted stainless steel reinforcing bar and /or stainless steel hook bolt have been satisfactorily inserted, measured to the nearest tenth of a foot, as shown on the plans or directed by the Engineer.

Price to Cover:

The unit price bid per linear foot shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, and shall include, but not limited to, the cost of grout and stainless steel reinforcing bars and /or stainless steel hook bolts. Payment will not be made for holes which do not contain grout and stainless steel reinforcing bar and /or stainless steel hook bolts in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.57 DGRA	DRILL AND GROUT REINFORCEMENT BARS	L.F.

SECTION 8.26 BF
Remove and Replace Brick Facing

DESCRIPTION

Under this section, the Contractor shall remove existing brick facing from portions of existing walls where indicated on the plans or where directed by the Engineer; provide dovetail slots or channel anchors; clean the concrete surfaces; furnish brick, and mortar the brick in place to construct a brick facing wall with a running bond, unless shown differently on the plans or ordered by the Engineer.

MATERIALS

A. Brick - new, uniform in quality and Manufacturer certified to meet ASTM C216, Grade SW. The type (FBS, FBX or FBA) depends on the brick previously used as indicated on the plans. Submit samples for color range, size, texture and pattern for the Engineer's approval prior to use. Submit samples that match the existing brick facing for color range, size, texture and pattern for the Engineer's approval prior to use.

B. Anchoring Hardware, subject to approval of the Engineer: Dovetail Slot (Installed In New Wall) or Channel (Attached To Existing Wall) - minimum 1/16 inch thick, Type 304 stainless steel meeting ASTM A240 (previously A167).

Wire Ties and Anchors - Type 304 stainless steel meeting ASTM A580.

Sheet Metal Anchors and Ties - Type 304 stainless steel meeting ASTM A240 (previously A167).

Joint Reinforcement - welded parallel stainless steel rods forming a ladder configuration to be embedded in the horizontal bed joints at wall corners. Reinforcement shall comply with ASTM C951.

Stainless Steel Connectors and Reinforcement (Type 304 or 305 meeting ASTM A193) conforming to New York State Department of Transportation Standard Specifications for Construction and Materials (May 2008 with current Addenda) Section 715-16.

C. Joint Material:

Premoulded Resilient Joint Filler conforming to New York State Department of Transportation Standard Specifications for Construction and Materials (May 2008 with current Addenda) Section 705-07.

Caulking Compound for Structures conforming to New York State Department of Transportation Standard Specifications for Construction and Materials (May 2008 with current Addenda) Section 705-06.

Expansion joint sealant (caulk) - match the color of the mortar, as approved by the Engineer.

D. Masonry Mortar, Type S conforming to New York State Department of Transportation Standard Specifications for Construction and Materials (May 2008 with current Addenda) Section 705-21.

CONSTRUCTION DETAILS

The Contractor shall remove existing brick facing at the location shown on the plans or where directed by the Engineer, in a careful manner so as not to damage the existing structure or brick facing that is to remain. If required, this removal shall be performed in such a manner that the existing brick facing that is to remain will have a resultant saw-tooth type pattern to which new brick facing can be joined.

The removal of the existing brick facing shall include any mortar backing. After removal of the existing brick facing, the Contractor is to clean the existing anchor slots in a manner approved by the Engineer.

All material removed under this item shall be properly disposed by the Contractor, off the Contract site.

Hand held chipping hammers or any other equipment approved by the Engineer may be used.

Use a minimum of 2 fasteners per channel or dovetail slot, and provide a maximum fastener spacing of 12 inches, to attach channels or slots to a wall. Position the anchoring hardware as per the following maximum spacing, or as approved by the Engineer:

Dovetail slots or channels - 24 inches horizontally.

Anchors - 12 inches vertically and 24 inches horizontally.

Corner Reinforcement - every 6th horizontal course; reinforcement shall not extend over expansion joints.

Clean the concrete surfaces of all substances which will interfere with bonding. The cleaning methods will be subject to approval by the Engineer. Follow the cleaning operations with compressed air jetting or vacuum cleaning to ensure removal of all loose particles. Remove all materials and debris resulting from surface preparation prior to proceeding with the mortar work.

To determine if bricks need wetting prior to use, perform the following test in the presence of the Engineer:

1. With a wax pencil, draw a 1 inch diameter circle (use a quarter as a guide) on a face which will be in contact with mortar.
2. With a medicine dropper, rapidly place 20 drops of water inside the circle.
3. Note the time required for the water to be absorbed.
4. If the time exceeds 1-1/2 minutes from the first drop of water, no wetting is needed.

5. If the time is less than 1-1/2 minutes, wetting is required.

If wetting is deemed necessary by the Engineer, immerse the bricks in water for a few hours and use the next day when they are surface dry. Hand dipping of brick in water prior to use will not be allowed.

Strict adherence to all the provisions of New York State Department of Transportation Standard Specifications for Construction and Materials (May 2008 with current Addenda) Section 705-21 will be enforced, including the use of a mechanical mixer, and the other components of that specification.

Install each new brick in mortar so as to form a full bed, with end and side joints in one operation in a neat, true to line and grade manner. Stagger the vertical joints a minimum 1/3 of a brick length. Secure the brick facing to the wall with stainless steel, anchors placed in dovetail slots or channels. Completely fill the space between the brick facing and the wall with mortar, and finish the joints with a pointing tool that creates a joint shape that sheds water.

Position the brick facing joints to line up with existing wall joints, and construct weep extensions to pass through the brick facing, as approved by the Engineer.

Protect uncompleted work with waterproof coverings at the close of each day, when work ceases for any reason, and at any other time damage is likely. Use weighted, secure coverings that overhang the work by two feet or more on all sides, as approved by the Engineer.

Protect the completed masonry from drying and keep damp for a period of at least 3 days.

After completion of brick laying or other adjacent work likely to soil the masonry, thoroughly clean the masonry wall from joint to joint (construction joint to construction or expansion joint), or as determined by the Engineer. First, brush the dry wall with stiff fiber bristles to remove all loose contaminants likely to stain the wall. Then, thoroughly wet the wall and apply a masonry cleaner approved by the Engineer. Rewash and rinse the wall with clean water after application of the cleaner to remove all dirt, dust, mortar and stains. Always start the cleaning operation at the top and proceed downward.

Install the brick facing only when the ambient and all brick temperatures are 40°F or more. If these temperatures are expected to be less than 40°F, use heating or insulating procedures, approved by the Engineer, for at least the first 24 hours after installation. If the ambient air temperature exceeds 90°F, spread the mortar bed less than five feet ahead, and set the bricks within 1 minute.

METHOD OF MEASUREMENT

The work will be measured as the number of square feet of remove and replace brick facing to the satisfaction of the Engineer.

BASIS OF PAYMENT

The contract price per square foot for Remove and Replace Brick Facing shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to complete the work; all in accordance with the requirements of the plans, the specifications and to the satisfaction of the Engineer.

Progress payments will be made, at the unit bid price, for 75% of the quantity placed as approved by the Engineer. The balance will be paid after cleaning the brick facing.

Payment will be made under:

Item No.	Item	Pay Unit
8.26 BF	REMOVE AND REPLACE BRICK FACING	S.F.

SECTION 8.26 RCF
Existing Stone Wall Restoration

8.26RCF.1. Intent.
This section describes the restoration of an existing stone wall.

8.26RCF.2. Description.
Under this section, the Contractor shall furnish all labor, materials, equipment and necessary incidentals required to restore stones to the existing stone wall and coping in accordance with the plans, specifications and the directions of the Engineer. The work include, but not limited to, replacing missing stones and removing, cleaning and reinstalling loose stones, and filling of deep voids with grout injection on walls where indicated on the contract drawings.

8.26RCF.3. Materials.

Materials for Item 8.26 RCFB shall be existing stones that are loose in the wall or were part of the wall and are presently to the wall. If existing stones are not available, the Contractor, under item 8.26 RCFBN, at the site adjacent shall furnish new stones which match the existing as nearly as possible in kind, texture, hardness, color and finish. Use of new stone shall require the approval of the Engineer.

Materials for 8.26 RCFC shall consist of cement meeting the requirements of ASTM C91 or ASTM C1329 mixed one to one ratio with sand meeting the requirements of NYSDOT Standard Specifications 703-03, Mortar Sand. The mix shall be as dry as can be properly worked.

8.26RCF.4. Methods.

For 8.26 RCFA the following applies:
Grout holes shall be drilled by means of a rotary impact drill. The equipment proposed for use shall be as approved by the Engineer prior to actually performing the work. Drilling with a lubricant will not be permitted. Water is not considered a lubricant. Drilling methods shall not cause cracking, or other damage to the stone. Stones cracked or otherwise damaged by the Contractor's operations shall be repaired in a manner satisfactory to the Engineer. Such repair shall be done at the expense of the Contractor. Holes shall be surface dry and shall have had all foreign and loose material removed immediately prior to grout placement. Grout shall be mixed and placed in accordance with Section 7.18 FDC.

For Items 8.26 RCFB and 8.26 RCFBN the following applies: Prior to Commencement of Work, the Contractor shall submit the name of the stone setters he proposes to use, along with their respective work history experience for approval of the Engineer.

Setting shall be done by competent stone setters, in accordance with the drawings. Before being set, all stone shall be thoroughly cleaned and free of all ice, frost, and old mortar. Unless otherwise shown, each piece shall be carefully bedded in a full bed of mortar and

tapped home with a rawhide mallet or by other suitable means to a full and solid bearing. Particular care shall be exercised to equalize bed and joint openings and eliminate the need for redressing of exposed surfaces. Exposed surfaces shall be kept free of mortar at all times.

Stone masonry shall not be installed when the ambient temperature is fifty degrees Fahrenheit (50° F) or below, or when the ambient temperature is forecast to fall below freezing in the subsequent 24 hours, or when the stone masonry exhibits frost.

Stones shall be cleaned, and additional stones supplied shall be dressed as necessary before being used. The Contractor shall identify stones that will be the final surface stones exposed to view for approval by the Engineer for architectural consistence with the existing wall that it will replace.

All stones shall be soundly and completely embedded in mortar. Exposed spalls and pinners will not be accepted in the face of the wall and may be used otherwise only where necessary. Stones shall generally be laid to break joints by six inches (6") or more, and to thoroughly bond the work. Joints in the face of the wall at its narrowest point between adjacent stones shall not be more than two inch (2") wide. Backing for dress stones shall be good sized, well-shaped stones laid so as to break joints. Ends of stones shall be battered to completely fill the joint with mortar. Joints shall not be filled by pouring in a thin or liquid mortar.

For Item 8.26 RCFC the following applies:
The packing repair material shall be inserted into the void in small quantities to fill a maximum depth of 2″ at a time and compacted using steel rods. Once the first 2″ depth is compacted, 2″ depth of material may be inserted into the void.

For all Items, the following applies: All joints and beds shall be completely filled with mortar, then raked out to a depth of not less than three-quarter inch (3/4"), and every precaution shall be taken to prevent direct bearing contact between pieces.

Except where otherwise specified, all joints and beds, previously raked, shall be brushed clean and pointed with mortar to a flat cut joint. When thumb print hard, the joints and beds shall be tooled with a round jointer having a diameter one-eighth inch (1/8") larger than the width of the joint.

After being pointed the stone work shall be carefully cleaned starting at the top, removing all dirt, excess mortar, stains and other defacements. Stainless steel wire brushes or wool may be used, but the use of other wire brushes or of acid or other solutions which may cause discoloration is expressly prohibited.

The related items of installing of weep holes in the existing wall shall be in accordance with Section 9.00 WH, "Installing Weep Holes in Existing Wall", and the pointing of joints shall be in accordance with Section 8.52 C, "Pointing Existing Masonry ".

8.26RCF.5. Measurement.
For Item 6.26 RCPA: The quantity to be measured for payment under Item 6.26 RCPA shall be length in linear feet of Drilling Grout Holes, 1" diameter.

For Items 6.26 RCFB, 6.26 RCFBN and 6.26 RCFC: The quantity to be measured for payment under Items 6.26 RCFB, 6.26 RCFBN and 6.26 RCFC shall be volume in cubic feet of Existing Stone Wall Restoration with Salvage Stone; Existing Stone Wall Restoration with New Stone; and Packing Repair, measured in place, actually performed to the satisfaction of the Engineer. Measurement will be made within the localized maximum horizontal and vertical dimensions of repair in conjunction with an average void depth used to calculate the volumes of restored wall for Items 8.26 RCFB, 8.26 RCFBN and 8.26 RCFC.

8.26RCF.6. Price to Cover.
For Item 6.26 RCPA: The contract price bid per linear foot for Drilling Grout Holes, 1" Diameter shall include the cost of all labor, materials, equipment, insurance, and all necessary incidentals required to restore the existing stone wall as needed; all in accordance with the plans, the specifications and the directions of the Engineer.

For Items 6.26 RCFB, 6.26 RCFBN and 6.26 RCFC: The contract price bid per cubic foot for Existing Stone Wall Restoration,Salvage Stone; Existing Stone wall Restoration, New stones; and Packing Repair shall include the cost of all labor, materials, equipment, insurance, and all necessary incidentals required to restore the existing stone wall as needed; all in accordance with the plans, the specifications and the directions of the Engineer.

The work shall include, but not limited to, the costs of:

1. Cleaning, dressing and setting stones approved for use.
2. Drilling one inch (1") diameter horizontal holes for inserting grout hose as shown on the contract-drawings.
3. Furnishing, cleaning, dressing and setting existing and new stones.

Grout shall be placed and paid for as specified under Item 7.18 FDC.

Payment will be made under:

Item No.	Item	Pay Unit
8.26 RCFA	DRILLING GROUT HOLES, 1" DIAMETER	L.F.
8.26 RCFB	EXISTING STONE WALL RESTORATION, SALVAGE STONE	C.F.
8.26 RCFBN	EXISTING STONE WALL RESTORATION, NEW STONE	C.F.
8.26 RCFC	PACKING REPAIR	C.F.

SECTION 8.32
Bark Chip Mulch
(Not a Bid Item)

8.32.1. DESCRIPTION. Under this section, the Contractor shall furnish and place Bark Chip Mulch in accordance with the plans and specifications and as directed by the Engineer.

8.32.2. MATERIAL. Bark Chip Mulch shall be a natural forest product of 98% bark containing less than 2% wood or other debris. It shall be of white or Red Fir and/or Pine bark of a uniform grade with no additives or any other treatment. Size of bark shall be from 5/8" to 1-1/4". The pH factor should range from 5.8 to 6.2.

8.32.3. METHODS. Bark Chip Mulch shall be applied where required on the plans or directed by Engineer.

8.32.4. MEASUREMENT. No measurement shall be made.

8.32.5. PRICE TO COVER. No separate payment.

SECTION 8.52 C
Pointing Existing Masonry

8.52C.1. Intent.
Work under this item shall consist of the pointing of the existing stone masonry wall for the entire exposed face.

8.52C.2. Description.
Under this section, the Contractor shall point joints in the existing stone wall and copings not designated to be reset or replaced under other contract items. All work shall be done in accordance with the plans, the specifications and the directions of the Engineer.

8.52C.3. Materials.
Materials shall meet the requirements of NYSDOT Standard Specifications 705-21, Type S, Masonry Mortar for tuck pointing repair of structures made with masonry other than clay brick.

Color of sand and pigment to be added shall be subject to approval by the Engineer. Color of mortar shall match the color of the existing mortar used in joints of the existing stone masonry wall.

8.52C.4. Methods.

I. Repointing.
Joints in masonry to be repointed shall be prepared by removing loose and unsound mortar and debris, and by raking out adhering mortar to a depth equal to one and one half times (1-1/2) the average width of joints, but in no case less than one and one quarter inch (1-1/4").

Mortar shall be cleaned out to a uniform depth leaving square corners at back of cut.

Raked joints shall receive a final flushing with water under pressure of no more than fifteen (15) psi.

The face of the masonry shall be kept damp while pointing is being done and up to 6 days thereafter. In hot or dry weather, the pointed masonry shall be protected. Repointing shall not be done when the ambient temperature is below 50 degrees or above 90 degrees Fahrenheit or when the ambient temperature is forecast to fall below freezing in the subsequent 24 hours.

II. Flushing.
Raked joints shall be flushed with clean water under pressure to remove loose particles, dust and debris. Immediately prior to pointing, the joints shall be damp; but with no free water.

III. Pointing
- A. Pointing shall be performed in two operations:
  - a. Pointing to within three-quarter (3/4") inch of the surface of the joint.
  - b. The final layer of mortar shall be slightly recessed behind the face of the stones, shaped to drain water

and finished with an approved flat pointing tool. Feathered edges shall be avoided.

B. Finish shall match as nearly as practicable that of the existing adjacent masonry. Use brush to clean the joints when dry. This cleaning shall be done as the work progresses and in a manner approved by the Engineer.

IV. Cleaning

A. After pointing is completed and the mortar set, the wall shall be thoroughly cleaned and left in a neat and workmanlike condition.

B. The Contractor is responsible to clean all powder residue and grout/mortar droppings from the grounds and walls that fall within the worksite.

V. Disposal

Mortar and debris removed under the pointing item shall be removed by the Contractor from the site of the work.

8.52C.5. Measurement.

The quantity to be measured for payment under Pointing Existing Masonry shall be the number of square feet area of walls actually pointed, to the satisfaction of the Engineer.

8.52C.6. Price to Cover.

The unit price per square foot for Pointing Existing Masonry shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to point the designated joints in the existing stone wall. The work shall include, but not limited to, raking and cleaning joints, furnishing and incorporating color pigment, and the application of mortar; all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
8.52 C	POINTING EXISTING MASONRY	S.F.

SECTION 8.53 WFR
Retaining Wall Flag Repair

8.53WFR.1. Intent. This work shall consist of the repair of all flagged conditions (Safety and Structural) of the existing retaining wall and roadway as deemed necessary by DDC's Assistant Commissioner of Construction during the life of the contract.

8.53WFR.2. Description. A flagged condition is defined to be a deficient condition in a retaining wall or roadway identified during construction as requiring extra work to facilitate maintenance and protection of traffic.

Flagged repairs may include, but are not be limited to:

a) shifted or collapsed sections of wall;

b) City-owned utility repairs; and,

c) Parapet coping adjustments.

Such extra City work shall be paid for under this item in accordance with the requirements of Article 26 in the Standard Construction Contract dated September 2008.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Assistant Commissioner of Construction.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any extra work preformed by the Contractor, as directed by DDC's Assistant Commissioner of Construction.

Payment will be made under:

Item No.	Item	Pay Unit
8.53 WFR	RETAINING WALL FLAG REPAIR	FIXED SUM

SECTION 9.00 WH
Installing Weep Holes in Existing Wall

9.00WH.1. Intent.
Under this section the Contractor shall install weep holes in the existing wall.

9.00WH.2. Description.
The work of installing Weep Holes in Existing Wall shall consists of coring holes through an existing wall, opening a cavity at the back of the wall with water jet, video inspection of the cored and water jetted holes, installing filter stone, and installing weep pipes/filter fabric at locations shown on the plans or established by the Engineer; all in accordance with the plans, this specification and the directions of the Engineer.

9.00WH.3. Materials.

I. PIPE DRAINS
Provide Schedule 40 Polyvinyl Chloride (PVC) pipe or as otherwise approved by the Engineer.

II. FILTER FABRIC
Geotextile shall conform to Subsection 207-2, Geotextile Drainage of the current Standard Specifications of the NYSDOT.

III.CEMENT
Provide Portland cement conforming to the requirements of Section 3. 07, "Mortar, Air-Entrained Portland Cement", of the NYCDOT Standard Highway Specifications.

IV. WATER
Provide clean, untreated for water mixing cement/concrete/mortar and flushing for weeps after installation.

V. FILTER STONE
Filter stone shall be screened gravel complying with NYSDOT Standard Specification 703-0203.

9.00WH.4. Methods.

Weep holes shall be installed by drilling core hole(s) through the wall at the location(s) shown on the contract plans or as directed by the Engineer. The coring shall extend a minimum 1 foot into the existing backfill soil. Using water jet, open a cavity to the approximate size shown on the drawings. Fill the cavity with filter stone. The portion of the hole within the filter stone/backfill must be kept open until insertion of the PVC pipe drain. The weep holes at their final position shall have a downward slope of five degrees (5°) toward the face of the wall.

Wrap Geotextile around the length of the perforated PVC pipe and inserted capped end of the perforated PVC pipe as shown on the plans and glue to the outside of the pipe in a manner that does not prevent

water from infiltrating into the perforations in the pipe. Place geotextile wrapped end of the pipe through the cored hole and extending a minimum of one (1') foot beyond the newly grouted zone into the existing filter stone/backfill soil as shown on the plans or as directed by the Engineer. Dry pack the annular space between the exposed end of the PVC pipe and cored wall to a depth of three (3') feet from the face of the wall or as per shown on plans. Perforated PVC pipe shall be installed at drilled holes on the face of the existing wall after the completion of grouting.

A. Vermin screen shall be added to the exposed opening of the weep hole. Any Damage to the surrounding area of the drilled holes shall be repaired as per requirement of Section 8.26 C "Restore Existing Stone Wall".

B. Video Inspection (where vertical grouting is included in the contract)

Video Inspection shall consist of a total of 6 cored holes which shall be scoped to evaluate any grout penetration placed under other contract items. These cored weep holes shall be at least 3 feet from the center of the vertically drilled grouting holes installed under other items. After acceptance by Engineer of video inspections, cored holes shall be incorporated into the weep hole system.

Inspections with scoping shall be video recorded through the entire length of cored holes to check the grouting condition. Actual locations of the cored holes will be determined by Engineer.

All video images shall be in good quality to the satisfaction of the Engineer before converting cored holes to weep hole

9.00WH.5. Measurement.
The quantity of weep holes to be measured for payment shall be the number of feet of pipe plus water jet depth installed to the satisfaction of the Engineer, measured in place.

9.00WH.6. Price to Cover.
The contract price for weep holes shall be a unit price per linear foot and shall include the cost of all labor, materials, equipmen, insurance, and all necessary incidentals required to install weep holes, including, but not limited to, cleaning, dressing the hole at existing wall, and video inspection all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.00 WH	INSTALLING WEEP HOLES IN EXISTING WALL	L.F.

SECTION 9.34
Painting Concrete Surfaces

Description: Under this item the Contractor shall clean, prepare, prime, and paint existing painted and unpainted concrete surfaces at the locations shown on the plans and at locations directed by the Engineer. The surface preparation before paint application shall include sealing hairline cracks and rust stain removal. The Engineer will select the paint color from standard colors and finishes available.

Materials:

Paint Products: One of the following products shall be used for the high build, Exterior Acrylic Emulsion, weatherproof coating:
1. W.B. Tneme-Crete 180, as manufactured by Tnemec Co., Inc.
2. Hydrocide Flexcoat, as manufactured by Sonneborn Building Products.
3. Sikagard ElastoColor, as manufactured by Sika Corporation.
4. Or approved equivalent.

Crack Sealing Products: One of the following products shall be used for sealing cracks less than 1/8" wide:
1. Sikadur 55SLV as manufactured by Sika Corporation.
2. Denedeck Crack Sealer as manufactured by Deneef Construction Chemicals, Inc.
3. Degadeck Crack Sealer, as manufactured by BASF Chemical Co.
4. Or approved equivalent.

Rust Stain Removal Products:
Acceptence of materials shall be based upon it being listed in the most current NYSDOT Approved List of Concrete, Rust Stain Removers.

Submittals

A. Product Data
Provide manufacturers' product literature for all materials specified and material manufacturer's printed directions and recommendations for environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, application, storage and VOC content, as applicable for each of the materials specified.

B. Samples
1. Submit manufacturer's color charts for each type of finish for approval by the Engineer. Verify colors specified with manufacturers' color charts for availability and notify the Engineer if any discrepancies should occur.
2. Prior to installation Contractor shall furnish color chips for surfaces to be painted.

C. Quality Assurance
1. Certification that materials for each system are obtained from a single manufacturer.
2. Certification that material meets or exceeds the performance requirements of Federal Specifications.

3. Certification that materials comply with N.Y.C. and N.Y.S. regulations for Volatile Organic Compounds.

Delivery, Storage, and Handling

Deliver materials to the site in original, unopened containers bearing manufacturers name and label containing the following information:

1 Product name or title of material.
2 Manufacturer's stock number, batch number, VOC content in grams per liter and date of manufacture.
3 Federal regulations for amount of lead in paint (less the 0.06% lead in non-volatile ingredients).
4. Contents by volume for major pigment and vehicle constitutions.
5. Color name and number.

Project Conditions

A. Environmental Requirements

1. The Contractor shall note that the existing concrete arch walls have coatings that have been tested and found to contain lead. The Contractor shall comply with the provisions of 29 CFR 1926.62 and all other applicable City and State Health and Safety Regulations. In addition, the Contractor shall comply with all applicable regulations controlling the release of lead base paints into the environment. Prior to the start of surface preparation operations, the Contractor shall submit a plan to the Engineer for approval demonstrating means and methods to contain and dispose of the lead paint waste material along with a Health and Safety Plan to be provided in accordance with the requirements of Section 107-05 of the New York State Department of Transportation, Standard Specifications.

2. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.

3. Do not apply finish in areas where dust is being generated while the material is drying.

4. Contractor shall check the compatibility of the existing concrete surfaces with the new coating by applying a test panel for the wall area and for the concrete coping. The size will be determined by the Engineer. Allow test panel to dry thoroughly; verify proper adhesion before proceeding with painting Work.

B. Surface Preparation

1. Perform preparation and cleaning procedures in accordance with the paint manufacturer's instructions and as specified.

2. Concrete surfaces shall be thoroughly cleaned before painting. All laitance, paint, oil, grease, dust, dirt, and other substances which might prevent bond between the paint

and the concrete shall be removed. The surface preparation shall be accomplished by a light sandblasting, followed by high pressure, oil free, air blasting. Care shall be exercised to prevent exposure of underlying aggregate.

3. Unsound or deteriorated concrete shall be removed by light chipping, mechanical scarification, or other mechanical abrading means acceptable to the Engineer, prior to sandblasting. Removed concrete shall be repaired with concrete repair material under other contract items prior to application of paint. Concrete repair material shall be cured a minimum of 28 days before painting.

4. All rust stains shall be removed from horizontal and vertical concrete surfaces. Removal methods and equipments shall be accomplished using methods recommended by the product manufacturer and as approved by the Engineer.

5. All cracks shall be sealed in accordance with the manufacturer's recommendation and allowed to be cured before paint application.

C. Application

1. No Work shall be performed where cementitious material is being applied or is in the process of drying.

2. No Work shall be performed in spaces that are not broom clean and free of dust and waste.

3. Apply paint materials to produce smooth finished surfaces, free of brush or roller marks, drops, runs, or sags.

4. Paint materials shall be kept at a proper and uniform consistency.

5. Thin only when necessary to achieve best results.

6. Thinners shall be material recommended by manufacturer of paint, and in quantity as recommended.

7. Excessive use of thinner as indicated by variation in absorption, lack of "hide", thickness of dry film, mottled or streaky coat, shall be cause for rejection. Correct as directed.

8. Apply all coats with brush or roller (spraying will not be permitted).

9. Brush out or roll on first or prime coat; work well into surface.

10. Apply a minimum of 2 coats to obtain the proper finish and completely cover the substrate.

11. Apply coats according to the manufacturer's recommendations at a minimum thickness of 0.004 inches.

Paint shall be rolled on unless otherwise recommended by the manufacturer.

12. Each coat shall be inspected, approved and dry before proceeding with additional coats.

D. Cleaning

Contractor shall clean-up behind each paint crew such that painting and clean-up will be a continuous uninterrupted operation. The practice of one general clean-up after completion of all painting will be strictly prohibited. This clean-up will include, but not be limited to the following:

1. Remove spots or defacement resulting from Work of this Section.
2. Retouch all damaged surfaces to leave Work in perfect finished condition.
3. If spots or defacement cannot be satisfactorily removed and retouched, re-finish the surfaces as directed.

E. Protection

1. Provide caution tape during paint removal activities to prevent access to the work area from unauthorized personnel.
2. Provide "Wet Paint" signs to protect newly-painted finishes.

MEASUREMENT

The quantity to be measured for payment shall be the number of square yards of Concrete Surfaces painted to the satisfaction of the Engineer.

BASIS OF PAYMENT

The unit price bid per square yard for Painting Concrete Surfaces shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to complete the work as specified herein and as shown on the plans, including, but not limited to, crack sealing and rust stain removal, properly clean and prepare the surfaces of the concrete to be painted, properly dispose of the lead waste materials, and preparation of a Health & Safety Plan.

The cost of repairing and/or patching concrete shall be covered under Items 582.06 and 582.07.

Payment will be made under:

Item No.	Item	Pay Unit
9.34	PAINTING CONCRETE SURFACES	S.Y.

SECTION 9.35 RCJ
Repair Coping Joints

DESCRIPTION

Under this section, the Contractor shall remove the existing mortar from between all concrete coping, clean out excess and loose mortar, and place new mortar grout within the project limits as shown on the plans or as ordered by the Engineer.

MATERIALS

Grout for mortar joints shall comply with Standard Highway Section 3.07 using Type I cement.

CONSTRUCTION DETAILS

Carefully remove the existing mortar between coping so as not to damage the coping concrete to remain and the picket fence.

METHOD OF MEASUREMENT

The quantity to be measured for payment shall be the number of linear feet (measured to the nearest foot) of acceptable mortar joints placed.

BASIS OF PAYMENT

The unit price bid per linear foot for Repair Coping Joints shall include the cost of all labor, materials, equipment, and insurance necessary to complete the work including, but not limited to, removing the existing concrete coping mortar and furnishing and placing new mortar joints; all in accordance with the plans, the specification and to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.35 RCJ	REPAIR COPING JOINTS	LINEAR FOOT

SECTION 9.95 C
New Granite Coping

9.95C.1. Work to Include.
Under this section, the Contractor shall remove existing damaged coping, and furnish and install new granite coping to match existing materials and dimensions, where designated on the plans or directed by the Engineer, all in accordance with the plans, the specifications and the direction of the Engineer.

9.95C.2. Materials.
Granite shall be hard, durable, sound, and of uniform quality, texture, color, and strength, well seasoned, free from an excess of Mica or Feldspar, quarry sap, and impurities that will produce stains after weathering.

Stone shall contain no seams, laminations, or defects which would impair its strength or durability. All exposed surfaces shall be free from knot spots, spalls, chips, stains, discolorations, or other defects which would affect the appearance of the work in the opinion of the Engineer.

The Contractor must furnish evidence that the quarries are sufficiently developed with enough stock in sight and with suitable equipment to furnish promptly all stone required by the operation.

Stones shall be of a color to match that of the existing, as approved by the Engineer. The Contractor may be required to use more than one sources of granite to match the existing stones being replaced.

During the progress of the work, the Contractor shall have available stone in large blocks suitable to cut duplicate stones for replacement of damaged material. This extra stock shall match the regular stone and be taken from the same quarry.

Damaged and rejected material shall be replaced promptly, so there will be no delay in completion of work.

Bedding, setting, and backup mortar shall be Type 1 mortar, complying with the requirements of Section 3.03 in the NYCDOT Standard Highway Specifications.

Dowels shall be type 304 stainless steel of the types and sizes shown on approved shop drawings.

Silicon Joint Sealant shall meet requirements of ASTM C 719 and be pigmented to match the adjacent stone.

9.95C.3. Methods.
The size and color of the new granite coping shall match existing coping as closely as possible. The Contractor shall set the new coping in full beds of mortar, true to the lines of existing masonry, including, but not limited to, the drilling of dowel holes where necessary.

All joints of replaced coping shall then be pointed and a silicon joint sealant applied thereon.

9.95C.4. Measurement.
The quantity to be measured for payment shall be the number of linear feet of new granite coping actually installed to the satisfaction of the Engineer, measured in place along the top surfaces of the center line of the coping.

9.95C.5. Prices to Cover.
The contract price bid for New Granite Coping shall be a unit price per linear foot and shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and install new granite coping, including, but not limited to, furnishing and installing stainless steel dowels, mortar, and joint sealant, and the drilling of holes, all in accordance with the plans, the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.95 C	NEW GRANITE COPING	L.F.

SECTION 9.95 RC
RESETTING GRANITE COPING

9.95RC.1. DESCRIPTION. Under this Section, the Contractor shall remove existing granite coping (stone masonry), remove existing anchoring devices and furnish and place new anchoring devices, clean mortar, etc., from stones, store the existing granite coping and reset the granite coping, as shown on the plans, Specifications and as directed by the Engineer.

9.95RC.2. MATERIALS. Masonry mortar shall meet the requirements of NYS Department of Transportation Standard Specifications for Construction and Materials, Subsections 705-21, as currently amended, shall apply.

9.95RC.3. CONSTRUCTION DETAILS. Stone masonry shall not be reset when the ambient temperature is 40°F or below, or when the stone or masonry units contain frost, except by written permission of the Engineer and subject to any conditions the Engineer may require.

Stone masonry units shall not be dropped upon or slid over existing masonry, nor shall hammering or turning of stones on the masonry be allowed. Stone masonry unit shall be carefully removed, cleaned and reset without jarring masonry already laid, and they shall be handled in a manner so as not to cause disfigurement.

A. Preparation of Stone and Bed. Each coping stone shall be carefully removed, cleaned and thoroughly saturated with water before being reset. The bed which is to receive the masonry shall also be cleaned and moistened.

B. Bedding of Stone. All stones shall be well bedded in mortar and settled in place with a suitable wooden maul before the setting of the mortar.

C. Spalls Not Permitted in Mortar Beds. No pinning up of stones with spalls will be permitted, and no spalls will be permitted in beds.

D. Expansion Joints. All surfaces of stone in contact with expansion joint material shall be made smooth, unless otherwise shown on the plans. Joints shall be filled with premolded resilient joint filler and sealed with an approved joint sealer as shown on the plans, or as ordered by the Engineer.

In case any stone is moved or the joint broken, the stone shall be taken up, the mortar thoroughly cleaned from beds and joints, and the stone reset in fresh mortar. Joints shall not be filled by pouring in a thin or liquid mortar.

9.95RC.4. METHOD OF MEASUREMENT. The quantity to be measured for payment under Resetting Granite Coping shall be the number of linear feet of granite coping actually reset to the satisfaction of the Engineer, measured along the centerline of the coping in the direction

of the wall. Circular coping stones will be measured along their diameters.

9.95RC.5. BASIS OF PAYMENT. The unit price bid per linear foot of Resetting Granite Coping shall include the cost of furnishing all labor, materials, equipment, insurance, and necessary incidentals required to complete the work of removing, cleaning, storing and resetting granite coping.

The cost of removing existing, furnishing and placing anchoring devices, mortar setting bed, joint fillers and sealer shall also be included in the unit price for this item.

Payment will be made under:

Item No.	Item	Pay Unit
9.95 RC	RESETTING GRANITE COPING	L.F.

SECTION 9.95 SF
Stone Façade

9.95 SF.1. Description. Under this section, the Contractor shall remove stone from the existing wall demolished under Item 6.27 WCY-Removal of Existing Wall, in a quantity sufficient to use as a façade for the new wall, clean the stone, dress it to fit, furnish new stone if there is an insufficient quantity of existing stone, drill and install dowels and erect the stone as a façade on the new concrete wall; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

9.95 SF.2. Materials.

(A) STONE. Use the existing stone and cut them to the required thickness. New stone may be substituted where there is an insufficient quantity of existing stone. The new stone shall match the existing in type and color. Samples of new stone shall be submitted to the Engineer for approval.

(B) DOWELS. Dowels shall be ASTM A955, Deformed Stainless Steel Bars for Concrete Reinforcement, Grade XM-28 (UNS Number S24100).

(C) GROUT MATERIAL. Concrete grout material shall conform to the following requirements as per NYSDOT Standard Specifications, Section 701.07, Anchoring Materials - Chemically Curing:

a. General: The material shall be a non-metallic, non-shrink polymer resin supplied in prepackaged and/or pre-measured containers. It shall contain no rust or corrosion promoting agents and shall be moisture insensitive. Packaged stability of each component in original unopened containers stored in temperatures between 40°F and 90°F shall be a minimum of six months. The mixing instructions, setting time and expiration date of the material shall appear on each container.

b. Chemical Resistance: Cured sealer shall be resistant to most chemicals and solvents. The manufacturer shall certify that the sealant meets the following chemical resistances when tested in accordance with ASTM D471 (70°F for 24 hours):

Gasoline	Slight Swell
Hydraulic Brake Fluid	No Effect
Motor Oil	No Effect
Sodium Chloride (5%)	No Effect
Calcium Chloride (5%)	No Effect

c. Material Requirements: Manufacturers must supply test results performed in accordance with the procedural

directives of the NYSDOT Materials Bureau, using 1 inch diameter fully threaded rods embedded 10 inches deep in unreinforced concrete. Results from testing using lesser embedment depths will be accepted provided they achieve the pullout strength required for the 10 inch embedment. Testing must be performed by an independent testing agency and approved by the Engineer. A minimum of three tests shall be performed and each test result must meet the minimum required pullout value. Concrete with a compressive strength greater than 4,000 psi is recommended. The minimum required pullout values for various concrete strengths are shown below:

Concrete Strength(psi)	≤4000	4500	5000	5500
Minimum Pullout Load(lb)	51,120	54,225	57,150	59,940

d. The NYCDDC QACS Bureau will inform the Manufacturer when the test results are accepted. The Manufacturer shall then supply six 5/8 inch diameter fully threaded rods, a minimum of 7 inches long, and sufficient material for testing by the NYSDOT Materials Bureau. Tensile pullout testing will be performed on the 5/8 inch diameter rods embedded 4 inches deep in unreinforced concrete. Two sets of three tests shall be performed and each test shall meet the minimum required load. The minimum required pullout values for various concrete strengths are shown below:

Concrete Strength(psi)	≤4000	4500	5000	5500
Minimum Pullout Load (lb)	8,593	9,113	9,630	10,080

e. Basis of Acceptance. Application for approval of Anchoring Materials - Chemically Curing shall be made by the manufacturer or supplier to the NYCDDC QACS Bureau and shall include the material safety data sheets and independent test data. The manufacturer or supplier shall prepare and submit the appropriate material in accordance with the procedural directives of the NYCDDC QACS Bureau and the requirements of this specification. Upon approval by the NYSDOT Materials Bureau, the name of the product will be placed on the NYSDOT Approved List or as directed by NYCDDC QACS Bureau. Such product will then be accepted on the basis of the brand name labeled on the container.

(D) MORTAR. Mortar for joints between stones shall be Masonry Mortar Type S (as per NYSDOT Standard Specifications, Subsection 705.21, Masonry Mortar).

9.95 SF.3. Methods.

(A) GENERAL

The Contractor shall take care not to cause spalling, cracking or otherwise damage existing stone. New stone which is damaged

shall be replaced at no additional cost to the City.

(B) Develop and provide method of work including, but not limited to, staging and supporting the stone façade and wet concrete to the Engineer for review and approval at least four (4) weeks prior to commencing demolition of the existing wall. Staging and supporting of the stone façade and wet concrete, shall include signed and sealed drawings and calculations by a Professional Engineer licensed in the State of New York.

(C) Stone. Clean the existing stone by methods agreed with the Engineer, and remove of all graffiti. Cut the stone to the thickness given on the Contract Drawings. Drill the stone for the dowels. Size and depth of holes shall be as recommended by the manufacturer and as approved by the Engineer

(D) DRILLING AND GROUTING PROCEDURE - CEMENT GROUT

The drilling and grouting shall be in accordance with NYSDOT Standard Specification Subsections 586-3.01, 586-3.02, 565-3.03, and the following:

i. Each finished hole shall be blown clean with an air jet.

ii. Place bolt in hole to verify proper fit and placement.

iii. Flush with a jet of clean water. In the water-flushing operation the pressure hose shall be extended to the bottom of the hole several times and withdrawn gradually each time.

iv. Fill hole with water for a period of not less than six (6) hours prior to grouting hole.

v. Immediately before the grouting operation on a hole, all water shall be removed from it and the free water on the wall of the hole shall be removed with an air jet or by the use of clean rags.

vi. Fill hole to about 2/3 to 3/4 depth with cement grout material.

vii. Insert dowels, using uniform, even pressure, or light blows with hammer, until the required penetration depth is reached.

viii. Add concrete grouting materials as required to fill the holes to the top, or remove excess material.

(E) DRILLING AND GROUTING PROCEDURE - ADHESIVE BONDING MATERIAL

Where the Engineer has approved an adhesive bonding material it shall be used as per the manufacturer's direction.

(F) Erect the stone façade in accordance with the approved method and construct the structural wall. The concrete shall be poured against the stone façade.

9.95 SF.4. Measurement. The quantity to be measured for payment shall be the number of square feet of Stone Façade (Salvaged Stone) and Stone Façade (New Stone) installed. The area shall be measured from the top of the wall footing to the top of the stone façade.

9.95 SF.5. Price to Cover.
The contract price bid per square foot under Item 9.95 SF for Stone Façade (Salvaged Stone) shall cover the cost of furnishing all labor, materials, equipment, insurance, and necessary incidentals required to install the stone including, but not limited to, salvaging the stones from the existing wall demolished under Item 6.27 WCY, cleaning, cutting, dressing to fit, and drilling the salvaged stone, furnishing dowels and their installation and the mortared joints in the stone as required; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The contract price bid per square foot under Item 9.95 SFN for Stone Façade (New Stone) shall cover the cost of furnishing all labor, materials, equipment, insurance, and necessary incidentals required to install the stone including, but not limited to, providing new stone, drillind ansd furnishing the dowels and their installation and the mortared joints in the stone as required; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.95 SF	STONE FAÇADE (SALVAGED STONE)	S.F.
9.95 SFN	STONE FAÇADE (NEW STONE)	S.F.

SECTION 9.95 XC

Removal and Disposal of Existing Granite Coping

1. Work to Include. Under this Section the Contractor shall furnish all labor, plant, equipment, and materials, required to remove and dispose of the existing granite coping not otherwise designated to be removed and reset under Item 9.95 RC where designated on the plans or directed by the Engineer, in accordance with the plans, the specifications, and the directions of the Engineer.

2. General.

A. Laws, Permits, Etc.

The Contractor shall comply with all laws, ordinances, statutes, rules and regulations relating to the demolition of structures; the removal and disposal of materials resulting from demolition operations; the protection of adjacent properties and the general public; and the furnishing and maintenance of passageways, guard fences and other protective facilities. He shall obtain all required permits and licenses, pay all fees and give all notices necessary for the prosecution of the work.

B. Disposal

All materials resulting from demolition operations or required to be excavated in connection with such operations shall be disposed of by the Contractor away from the demolition site and the site of the contract work. Said materials shall not be dumped, placed, stored or disposed of within the limits of any existing or projected public street or road. The burning of debris or other demolition materials will not be permitted except as approved and authorized by the New York City Fire Department, the New York State Department of Environmental Protection and the Engineer.

C. Damages

The Contractor shall be responsible for all damages resulting from and due to his demolition operations. Said responsibility shall include, but not be limited to, existing granite coping and/or structures which are adjacent to the demolition site and are to remain. No additional payment or compensation will be made or allowed the Contractor for costs incurred for repairs and replacements required to satisfactorily remedy the aforesaid damages or for the settlement of any claims resulting therefrom.

D. Salvage

The City assumes no responsibility for the condition or presence of salvable materials. All damage to or loss of salvable materials, whether by reason of fire, theft or other happening, shall be at the risk of the Contractor and no such loss or damage shall relieve him from any obligation under the contract or form the basis of any claim against the City.

E. Fire Protection, Etc.

The Contractor shall furnish, employ and pay for all necessary appliances and watchmen required for the adequate protection of the work against fire and to safeguard existing structures and the public. He shall at all times maintain adequate facilities for the thorough saturation of all debris and materials with water to the extent required to prevent dust arising from the work. All water used including temporary piping, connections, permits therefore, and removal of piping, when directed, shall be provided and paid for by the Contractor.

F. Blasting

No blasting will be permitted of any demolition items.

3. Methods. Within the limits shown on contract drawings, all existing granite coping not otherwise designated to be removed and reset under Item 9.95 RC, shall be completely removed and disposed of away from the site. Existing wall is to remain in place.

Any damage to any portion of any wall, that results from the Contractors operations shall be repaired and restored by the Contractor, at no cost to the City, and to the satisfaction of the Engineer.

All concrete, mortar, stone chips, earth or other refuse remaining after the coping has been removed shall become the property of the Contractor and shall be removed and disposed of away from the site. Do not allow materials to accumulate on the site. All adjacent areas, including portions of the streets affected by the work, shall be cleaned of all materials resulting from the Contractors' operations and shall be left in a condition satisfactory to the Engineer

4. Measurement. The quantity to be measured for payment shall be the number of linear feet of existing granite coping removed for disposal, measured in place.

5. Price to Cover. The contract price bid per linear foot for Removal and Disposal of Existing Granite Coping shall cover the cost of furnishing all labor, materials, equipment, insurance, and necessary incidentals required to remove the existing granite coping, disposing of all materials, and provide protection of adjacent structures as required; all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.95 XC	REMOVAL AND DISPOSAL OF EXISTING GRANITE COPING	L.F.

SECTION NYC-203.35030017
DRILLING GROUT HOLES

DESCRIPTION

This work shall consist of drilling minimum 2-1/2 inch diameter grout holes at the locations, in the direction, and to the depths or elevations shown on the plans and of furnishing grout equipment capable of placing the contract grout items under pressure, as indicated in the plans and specifications.

MATERIALS

Not specified.

CONSTRUCTION DETAILS

A. Submittals.
The Contractor shall submit to the Engineer for approval, a description of the proposed method of drilling the required grout holes, including equipment set-up, drill operation, drill hole size, bit type, and means of equipment and personnel access to the site.

B. Drilling Grout Holes.
Grout holes shall be drilled with rotary or percussion drilling equipment. Cuttings shall be removed by water flushing when drilling below the groundwater table, and by air or water flushing when drilling above the water table. Flushing of drilled holes in rock or concrete shall continue until there is no further removal of cuttings in the wash-fluid or, in the event of substantial water loss in the hole, for a minimum of 10 minutes. No core recovery will be required.

Where the drilling operation is not performing as specified in the Contract, the drill operation shall be stopped. A revised operation shall be submitted to the Engineer for his approval prior to continuing this work.

The Contractor shall keep detailed drilling logs for each hole drilled. The records shall include the following:

1. Hole number and location.
2. Date, and start and end times of drilling.
3. The depth at which a loss of drilling fluids, if any, occurs.
4. Description of cuttings in the return fluid with depth of drilling, or a description of the strata with depth.
5. Water depth.
6. Other data as required by the Engineer.

C. Drilling Sequence.

Grout hole locations shall be progressed in the order as indicated on the plans, or as directed by the Engineer.

Grout holes shall be kept open until they have been grouted. A grout hole that collapses prior to filling with grout shall be reopened, replaced or abandoned, as ordered by the Engineer.

Holes shall not be drilled or flushed within 30 feet of a hole being grouted for 8 hours after the completion of grouting.

D. Equipment.

The Contractor shall furnish to the Engineer the specifications for the equipment, including delivery rates and set up schemes.

The grout mixer shall be a high speed, high shear mixer, capable of continuous mixing of the contents at a minimum operating speed of 1500 RPM. The arrangement of the grouting equipment shall be such as to provide a continuous circulation of grout throughout the system.

The equipment shall be adequate to furnish a continuous supply of grout to the locations and at the pressures indicated on the plans or specifications. Equipment which, in actual operation, proves inadequate to satisfactorily complete the work shall be immediately removed from the job site and replaced with equipment satisfactory to the Engineer.

Pumping of grout shall be limited to a maximum length of 500 feet from the grout plant to the connection at the grout hole. A standby grout pump shall be included in the equipment available at the site.

The delivery nozzle shall have a bottom shut-off which will not allow the infiltration of water into the nozzle. It shall be capable of passing through the pre-drilled holes and discharging the grout to an elevation shown on the plans. A sealing collar shall fit between the discharge pipe or nozzle and the grout pipe.

Standby water flushing equipment shall be maintained available by the Contractor. The standby water flushing equipment shall utilize a different power source than the grouting equipment, have sufficient capacity to flush out any partially grouted holes if necessary due to blockage or breakdown of grouting equipment, and shall be capable of developing at least 300 psig.

METHOD OF MEASUREMENT

This work will be measured as the number of linear feet of accepted grout holes drilled, as shown within pay limits on the plans.

Where a grout hole does not remain open due to collapsing subsurface conditions or adjacent grouting operations, the hole shall not be considered accepted.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials, equipment, insurance, and necessary incidentals required to drill grout holes, deliver, install, use, and remove the pumping and delivery equipment for grout, and to satisfactorily complete the work. It shall include, but not be limited to, site preparation, mixing, delivery pipe, nozzles, hoses, water flushing equipment, and cleanup.

Payment for grout shall be made under Item 7.18 FDC.

Payment will be made under:

Item No.	Item	Pay Unit
NYC-203.35030017	DRILLING GROUT HOLES	L.F.

SECTION NYC-559.92010011
REMOVE GRAFFITI FROM UNTREATED SURFACES

DESCRIPTION

This work shall consist of removing graffiti by the methods described in this specification.

MATERIALS

All materials and equipment shall be subject to the Engineer's approval before any work can begin.

Abrasive material for blast cleaning shall meet the requirements of §572-2.02, Abrasive for Blast Cleaning, in the NYSDOT Standard Specifications.

PAINT: All paint used shall meet the following requirements:
The primer shall be a quality primer with good hiding power and formulated specifically for the purpose of covering graffiti. It shall be compatible with the surface it is used on as per the manufacturer's data sheet, and must adhere well to the substrate and resist fading and chalking. Additional coats of paint shall be flat exterior paint, compatible with the primer and the substrate. Compatibility should be verified by the paint manufacturer's product data sheet. A textured paint may be used as approved by the Engineer.

The paint shall comply with the volatile organic compound (VOC) requirements of New York State Department of Environmental Conservation regulation 6 NYCRR Part 205, Architectural Surface Coatings. The Paint shall be mixed to match the color of the adjacent surface to the satisfaction of the Engineer, unless otherwise directed.

POWER WASH: Soluble, abrasive blast media shall be a large crystal sodium bicarbonate or a magnesium sulfate based media. Solubility of the media in water shall be 0.56 lbs/100 fl. oz. The equipment with the media shall be a soluble media injector type power washer. The Contractor shall submit catalog cuts or other documentation for all equipment proposed for use in this work.

SOLVENT WASH: The cleaning compound shall be a blend of an organic solvent of emulsifiers and surfactants. It shall be a bio-degradable water based mixture developed from non-toxic and non-corrosive substances. This may be a soybean solution or other, satisfactory to the Engineer. Mineral spirits are also acceptable for this usage. The cleaner shall lift graffiti from the substrate surface, and emulsify and dissolve the paint constituents; pigments; oils; binders and fillers. The material(s) used shall not damage, mar or reduce the reflectivity of the substrate, when used on a sign panel. Acceptance of the cleaning compound will be based on the manufacturer's certification that the material conforms to the requirements of this specification. Some acceptable solvents include, but not limited to, the following: Orange Magic Cleaner, as manufactured by Orange Power,

257-02 Craft Ave., Rosedale, NY 11422; 3M Citrus Base Natural Cleaner, manufactured by 3M Adhesives, Coatings and Sealers Division, St. Paul, Minnesota 55144; Enviro-Solutions Paint Stripper & Graffiti Remover, by RCI Trading, P.O. Box 1789, Englewood, CO. 80150-1789; SOY solv, 6154 N CR 33, Tiffin, OH 44883; EZ Solv, by Gemtek, 3808 North 28th Street, Phoenix, AZ, 85017,(800)331-7022; Taginator, by Equipment Trade Service, 20 E. Winona Ave, Norwood, PA 19074; Graffiti Free Cleaner, Enviro-Northeast, PO Box 975 Highland Lakes N.J. 07422; or Mineral Spirits.

CONSTRUCTION DETAILS

All work must conform to the OSHA standards referred to in subsection 107-05 of the NYSDOT Standard Specifications. Unless otherwise directed by the Engineer, the following methods shall be used to remove graffiti from various surfaces. If one of these prescribed methods is used, and the graffiti still remains visible, the contractor shall use an alternate method approved by the Engineer. Painting over graffiti is the preferred option on previously painted surfaces, and where solvents were unsuccessful at removing graffiti. Unless otherwise noted or directed by the Engineer, graffiti shall be removed within five (5) working days of written notification. If a lift device will be necessary, the removal date will be extended to ten (10) working days.

GRAFFITI SURFACE	SUGGESTED GRAFFITI REMOVAL METHOD
Steel (smooth, non-porous) Wood (painted or unpainted)	Solvent Wash with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY solv; Mineral Spirits or Painting Over Graffiti or Power Washing.
Brick, Stone, Concrete, Paving Blocks (porous, unpainted)	Solvent Wash with Taginator, or Power Washing, or Painting Over Graffiti or abrasive blasting.
Painted Masonry	Painting Over Graffiti or Power Wash.
Sign Panel Faces & Aluminum (unpainted mill finish or anodized finish)	Solvent Washing with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY solv; EZ Solv or Mineral Spirits.

PRIORITY GRAFFITI REMOVAL:
Graffiti of a particularly offensive nature, in the opinion of the Engineer, shall be removed by the contractor within one (1) day after written notification of the existence of such graffiti. This shall be called PRIORITY GRAFFITI REMOVAL, and will be paid at twice the bid price for the removal method(s) selected.

PAINTING OVER GRAFFITI:
The Contractor shall paint over all graffiti on the concrete surfaces within limits in the contract documents,as ordered by the Engineer

(A.O.B.E.), and take appropriate precautions to prevent paint from falling onto traffic. The substrate surfaces shall be thoroughly cleaned before painting. All dust, dirt, oil, grease, and other substances which might prevent the adhesion of the paint to the substrate shall be removed. No sandblasting will be allowed. Paint shall be applied as soon as practicable after cleaning is completed. If in the opinion of the Engineer, the substrate surface has become soiled, or otherwise contaminated, prior to the application of the paint, the surface shall be recleaned at no additional cost to the City. The paint shall be applied evenly in a neat and workmanlike manner by a roller or other suitable method, as approved by the Engineer. The rolling shall be done at such a pace that no spinning of the roller or throwing off of paint occurs when the roller is lifted from the surface. The paint shall be feathered out by using light pressure at the end of the stroke to promote uniformity. The first time a surface is painted, it shall be painted from column to column, post to post, and from top to bottom for panels and from joint to joint or score mark to score mark for other concrete surfaces. After the first time, which includes previous painting for graffiti removal, the substrate surface shall be painted in small rectangular patterns in order to minimize the area painted and ensure that the graffiti will no longer be "readable" when the painting is complete. If the paint to be applied requires more stringent or additional surface preparation than stated in this specification, the Contractor shall prepare the surface in accordance with the paint manufacturer's recommendations.

The graffiti must be completely hidden before the painted area will be measured for payment. The Contractor will be required to repaint areas if the graffiti remains visible after painting at no additional cost to the City. New graffiti at the same location will be measured for payment when the painting meets the requirements of this specification. The Engineer may require sand be added to the paint to provide a texture to the final surface.

POWER WASHING GRAFFITI SURFACES:
All graffitied surfaces shall be cleaned with a soluble, abrasive blasting media applied with a soluble media injector at 2973.3 Psi, 5 gal per minute or a compressed air delivery system at 100 Psi, 37 gal/second, whichever is satisfactory to the Engineer. No particulate matter of any nature shall be permitted to remain on the cleaned surface. After cleaning, the surface shall be rinsed with tap water applied with a power washer at 1000 Psi. All visible media shall be removed from the surface.

After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti or paint is still visible. If the second cleaning process fails to remove the graffiti or paint to the Engineer's satisfaction, the equipment and methods used by the Contractor will again be subject to review and approved by the Engineer. Cleaned surfaces shall bear no evidence of graffiti paint layers.

SOLVENT WASHING GRAFFITI SURFACES:

Pre-Cleaning Materials.
A wet, non-abrasive cleanser is recommended. This cleanser shall not contain strong solvents or alcohols.

Pre-Cleaning Procedure.
Cleanse the surface of loose dirt particles with clean water. Use a soft sponge or brush to wash the graffitied surface with detergent and water. Avoid scrubbing the surface unnecessarily. After the cleaner has been utilized, apply a steady stream of water on the cleaned surface to wash the dirt particles away. Allow to dry.

Cleaning Procedure.

The Contractor shall supply the instructions of the cleaning procedure, to the Engineer, at least two weeks prior to starting this work. Graffiti Removal material shall be applied to surfaces as per the manufacturer's instructions. Graffiti Removal material shall not be applied to silk screen processed areas.

After the solvent is applied, the surfaces shall then be wiped with a non-abrasive material. The wiped surfaces shall then be rinsed with a water wash. The cleanliness of the surfaces is subject to the approval by the Engineer.

After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti is still visible. If the second cleaning process fails to remove the graffiti to the Engineer's satisfaction, the equipment and methods used by the Contractor will again be subject to review and approval by the Engineer.

Cleaned surfaces shall bear no evidence of graffiti. The cleaning of the graffiti image shall be feathered out by using light pressure at the end of the stroke to promote uniformity on the surrounding surface.

ABRASIVE BLASTING OFF GRAFFITI:

Due to the potential of abrasive blasting to damage the substrate, this method of graffiti removal may only be performed as a last resort, at the direction of the Engineer, after all other methods to remove graffiti have failed.

Graffiti should be removed using vacuum-shrouded blasting or power-tool equipment that has the appropriate attachments for the surface being cleaned to ensure that no dust or abrasive escapes during operation. This equipment should be capable of cleaning all the graffiti off the surface at a rate acceptable to the Engineer while producing no detectable dust. The equipment should operate in a manner such that all dust or abrasive/dust mix generated is simultaneously drawn away from the contact surface into attached vacuum hoses leading to a vacuum that utilizes HEPA filters. The vacuum and its hoses should be sufficiently rated for the volume of debris and/or abrasive/debris generated. The equipment, its method of use, and efficiency shall be demonstrated to the Engineer prior to the start of work.

Manufacturers of this type of equipment include Pentek Inc. of Coraopolis, PA, among others.

Power tool cleaning should remove the graffiti without causing undue damage to the surface being cleaned.

GRAFFITI REMOVAL FROM OVERHEAD STRUCTURES;
If the use of a mechanical aerial lift is required to safely access the graffitied surface, the Contractor shall obtain the necessary equipment and use it in conjunction with the other graffiti removal items.

METHOD OF MEASUREMENT

This work will be measured by the number of square feet, measured to the next whole square feet, of surface area that graffiti is either removed from, or painted over, in accordance with this specification.

BASIS OF PAYMENT

The unit price bid per square foot shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.

If the graffiti removal is called a Priority Graffiti Removal, the Contractor shall be paint at twice the bid price for the removal method(s) selected when it is removed within one(1) day after written notification of the existence of such graffiti.

There will be no payment for removing graffiti that is not done within the time limitations stated in this specification. If one of the graffiti removal methods is approved by the Engineer, and the graffiti still remains visible, and the Engineer suggests an alternate method to remove the graffiti, the contractor will be paid for both graffiti removal methods.

Payment will be made under:

Item No.	Item	Pay Unit
NYC-559.92010011	GRAFFITI REMOVAL BY PAINTING OVER GRAFFITI	S.F.
NYC-559.92020011	GRAFFITI REMOVAL BY POWER WASH	S.F.
NYC-559.92030011	GRAFFITI REMOVAL BY SOLVENT WASHING	S.F.
NYC-559.92040011	GRAFFITI REMOVAL BY ABRASIVE BLASTING	S.F.

4. SPECIAL PROVISIONS

The following shall become a part of and apply to the Contract:

A. SCOPE OF WORK.

RWM017

This scope of work summarizes the activities which establish the requirements of this Project RWM017 - "Rehabilitation of 155th Street (Lower Level) between Riverside Drive and Broadway Retaining Wall." The project location is between Riverside Drive and Broadway in the Borough of Manhattan.

The anticipated scope of work for this project includes, but is not limited to, the following:

Rehabilitation of Retaining Wall including Sewer, Street Lighting, and Traffic Work together with all work incidental thereto:

1. Implement Maintenance and Protection of Traffic for demolition and reconstruction work.
2. Create a work zone in the street by installing temporary barrier and fence.
3. Demolish existing and install proposed concrete parapet and slab.
4. Install weepholes.
5. Install chamber, manhole, catchbasins and drainage pipes.
6. Replace street lighting on retaining wall.
7. Replace traffic signs.
8. Repair spalls and cracks in concrete.
9. Grout void behind wall.
10. Complete punch-list items.

RWM015

This scope of work summarizes the activities which establish the requirements of this Project RWM015 - "Rehabilitation of Left Side of ramp from Riverside Drive to George Washington Bridge, W176 to W177 Street Retaining Wall." The project location is off Riverside Drive between West 176th Street and W177th Street in the Borough of Manhattan.

The anticipated scope of work for this project includes, but is not limited to, the following:

Rehabilitation of Retaining Wall together with all work incidental thereto:

1. Implement Maintenance and Protection of Traffic for demolition and reconstruction work.
2. Protect trees.

3. Create a work zone in the street by installing temporary barrier and fence.
4. Install weepholes.
5. Install coping where missing.
6. Fill voids.
7. Replace missing stones.
8. Remove and replace part of wall north (approximately 205 feet) of RWM015(For location see sheet No. 18 of 19)
9. Complete punch-list items.

RWX019

This scope of work summarizes the activities which establish the requirements of this Project RWX019 - "Rehabilitation of Macombs Dam Bridge Approach SB (Behind Stairs) Retaining Wall." The project location is between Jerome Avenue and East 161st Street in the Borough of The Bronx.

The anticipated scope of work for this project includes, but is not limited to, the following:

Rehabilitation of Retaining Wall including Traffic Work together with all work incidental thereto:

1. Implement Maintenance and Protection of Traffic for demolition and reconstruction work.
2. Protect trees.
3. Create a work zone in the street by installing temporary barrier and fence.
4. Install weepholes.
5. Install new reinforced concrete moment slab and coping.
6. Install new 4 rail railing.
7. Fill voids.
8. Replace missing stones.
9. Install new pipe railing.
10. Complete punch-list items.

RWM013

This scope of work summarizes the activities which establish the requirements of this Project RWM013 - "Rehabilitation of Edgecombe Avenue Retaining Wall-(WIN 2-1024-06)" located at Edgecombe Avenue and West 167th Street in the Borough of Manhattan.

The anticipated scope of work for this project includes, but is not limited to, the following:

Rehabilitation of Retaining Wall together with all work incidental thereto:

1. Pre-Construction Stage
   - Obtain approval of the detailed construction schedule.
   - Procure all permits necessary to commence contractual work.
   - Obtain approval of Maintenance and Protection of Traffic Plans.
   - Obtain approval of shop drawings, catalog cuts, suppliers, etc.

2. Construction Stage
   - Establish the work area as shown on the drawings.
   - Install temporary traffic signs and traffic control devices.
   - Repoint brick masonry.
   - Remove and replace brick masonry.
   - Remove and replace concrete coping.
   - Remove and replace structural concrete.
   - Clean and paint steel picket fence.
   - Refinish concrete slab.
   - Paint concrete surfaces.
   - Plant new tree in new tree pit.
   - Remove temporary traffic signs and traffic control devices.
   - Complete punch list items.

3. Additional Requirements
   - In order to complete the work within the prescribed schedule and to minimize the inconvenience to the motorists, pedestrians and the public, the Contractor must adhere to the procedures as specified on the Plans.
   - The Contractor shall be required to maintain and protect vehicular and pedestrian traffic for the duration of the Contract and furnish all safeguards for the protection of persons and property. The Contractor shall be responsible for any damage to persons or properties during the construction. He shall provide such protective measures as protective shields, warning and traffic signs, barriers, and fencing around the demolition and construction areas.
   - All work shall be carried out in such a manner as to prevent the creation of dust nuisance to the general public. The Contractor is required to employ dust allaying materials and methods to keep the dust nuisance at a minimum to the satisfaction of the Engineer in addition to adhering to all similar Department of Environmental Protection (DEP) requirements.
   - All materials removed and not designated to be reused shall be disposed of away from the site by the Contractor at his expense, unless otherwise indicated in the contract documents or as directed by the Engineer.
   - The work shall include the furnishing of all labor, materials, plant, equipment, insurance and incidentals, required to satisfactorily complete the project within the prescribed schedule in accordance with the plans and specifications, and directions of the Engineer.
   - It is suggested that the Contractor inspect the site before bidding to assess and familiarize himself with the existing conditions and to judge for himself the extent and nature of the

work to be done under this contract and the equipment and methods he can employ.

B. SHOP, WORKING AND RECORD AS-BUILT DRAWINGS, COMPUTERIZED INDEXING AND MICROFILMING. The preparation and furnishing of record as-built drawings; computerized indexing and microfilming of all shop, working and record as-built drawings; and a "shop and working drawing indexing sheet" will be performed by the Resident Engineering and Inspection Services (R.E.I.) or Construction Support Services (C.S.S.) under separate contracts. However, the Contractor shall coordinate with R.E.I. or C.S.S. and provide the R.E.I. and C.S.S. with all relevant information for the preparation of record as-built drawings, shop, and working drawing indexing sheet.

The Contractor shall prepare and furnish all shop and working drawings in accordance with this special provision and the following:

1. Section 1.06.13 of the "General Provisions" in the NYCDOT Standard Specifications.

2. Specifications for the preparation of Record Drawings, Indices, Microfilm, and CD Media and latest revision thereof.

   Copies of the Specifications are available at Records Management Unit, Department of Transportation, Division of Bridges, 2 Rector Street, 6th floor, New York, New York 10006.

3. A.N.S.I. (American National Standards Institute) standards latest edition, as listed below:

Y1.1-1972	Abbreviations for use of Drawings in Text (Where Applicable)
Y10.1-1972	Glossary of Terms Concerning Letter Symbols
Y14.1-1980	Drawing Sheet Size and Format
Y14.2M-1979	Line Conventions and Lettering

   ANSI Standards maybe obtained from American National Standards Institute, 11 West 42nd Street, New York, New York 10036.

C. SUPERINTENDENT. The Contractor shall have a fully competent superintendent in charge of the work at the site. Any careless or incompetent superintendent or employee shall be removed forthwith by the Contractor when notified to do so in writing by the Engineer or his designated representative.

D. NEW YORK CITY REQUIREMENTS TO PREVENT OVERLOADING OF CRANES DURING CONCRETE PLACEMENT OPERATIONS.

1. Each concrete bucket shall be labeled with a metal tag welded to the bucket which shall indicate the capacity of the bucket in cubic yards and shall also give the combined weight of the bucket and concrete in pounds when the bucket is filled to capacity.

2. Buckets which, when filled to capacity, exceed the allowable load

on the crane shall not be permitted to be used.

3. Any concrete placement operations which do not comply with the above requirements shall be issued stop work orders by the Engineer.

E. LEGAL LOADS. It is the intent of these specifications to permit the use of the most efficient equipment that is consistent with conditions at the time of use. It is anticipated that seasonal or weather conditions combined with the nature of the terrain will often require the use of lighter and smaller equipment than might be used under optimum conditions.

Construction equipment or vehicles delivering materials or traveling to a project from outside the contract limits shall have all required permits issued through the established Department vehicle permit system in accordance with Section 385 of the Vehicle and Traffic Law of the State of New York. The permit will indicate the limits within which such equipment with over-legal gross weights or axle loadings may operate, the frequency of such passages and all other limiting factors.

Construction equipment or vehicles operating within the contract limits having gross weights or axle loadings within the legal limits stated in Section 385 of the Vehicle and Traffic Law may operate without specific approval.

Prior to the use of construction equipment or vehicles with over-legal gross weights or axle loadings on any structure, on any new pavement, existing pavement to remain, or on any resurfaced pavement within the project limits, the Contractor shall submit a written request to the Engineer. This request shall be accompanied, upon request, by an appropriate analysis performed by a New York State licensed Professional Engineer, including the pertinent equipment data, and shall demonstrate that the operations will not result in detrimental effects on any pavement or structure to be retained in the completed work.

Use of over-weight construction equipment or vehicles on portions of the project other than the listed above shall be subject to the approval of the Engineer. If it is determined that the use of construction equipment or vehicles is having a detrimental effect or will result in detrimental effects on the finished highway, the Engineer will notify the Contractor to modify or cease the operations.

This Special Provision does not apply to vehicles and construction equipment operating solely within the project limits and which do not operate on structures or pavement courses which are to be retained in the finished work.

All bidders are cautioned to reflect in the bid prices the cost of operating all affected hauling units and construction equipment within the legal load limitations, including the cost of operating presently owned equipment at less than full vehicle capacity as well as the costs involved in mobilizing, leasing, or purchasing new equipment.

No waivers shall be granted for off-site operations or deliveries. This may require the use of existing concrete, blacktop, or aggregate delivery units at less than optimum loading capacity. Such units may be used only to the extent that their partial loading is within the legal load limitations and conforms with other materials specifications requirements.

F. FALL PROTECTION REQUIREMENT. This project includes work that may require exposure of workers to risks associated with elevated work locations. By issuance of this Special Note, Contractors are on notice that the provision of fall protection for all workers, in full compliance with OSHA Part 1926, is mandatory on all Department contracts, including this contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, as required under Section 107-05 of the New York State Department of Transportation, Standard Specifications.

The requirement of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this project shall include the following:

1. All fall protection systems must meet the requirements of Part 1926, Subpart M.

2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the worker is continuously protected, from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.

3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483 mm) or more, and no ramp, runaway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.

4. Where scaffolds are necessary to provide temporary access to work areas, they must be in compliance with Part 1926, Subpart L. Scaffolds must include a top rail, mid rail, and toe board in compliance with Subpart L. When required by 1929.451(g), personal fall arrest systems must meet the criteria of Part 1926 Subpart M. In addition, the provisions included in §1926.451(g) for fall protection during installation and dismantling of scaffold systems shall be observed on this project at all times.

5. Suspended scaffolds may be used for bridge painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of Part 1926, Subpart L. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection in compliance with Part 1926, Subpart L. The anchorage for any fall protection system must be independent of the suspended scaffold.

6. Fall protection is required for open sides or ends of floors or bridge decks, and for openings in floors or bridge decks, as required in Part 1926 Subpart M. In no case shall a height of fall 6 ft (1829 mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.

7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of Part 1926 Subpart M, with landyards attached to the boom or basket, as required by OSHA § 1926.556.

8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection for all steel or concrete beams and other structural elements must be in place prior to erection to provide protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of Part 1926 Subpart M. During the initial connection structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving members. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.

9. During the installation of bridge deck forms, either wood or stay-in-place corrugated metal (SIP), all workers must be protected from falls 6 ft (1829 mm) or greater in height by means of personal fall arrest system safety nets, guardrail systems, or other means meeting the requirements of Part 1926 Subpart M. If the Contractor can demonstrate that using one of conventional fall protection systems described in Subpart M would create greater safety hazard or is infeasible, i.e. impossible to construct or would prevent the performance of the required work, an alternate system may be used. The Contractor must develop and implement a written fall protection plan meeting the requirements of § 1926.502.

10. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise,

ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposed to fall hazards. It is equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where protection is required, the heights at which fall protection must be provided, type of protection, and provides the OSHA reference for that requirement.

Height requiring fall

Situation	Protection	OSHA Reference
Scaffold	10 ft. (3048 mm)	1926.451(a)(4)
Impalement Hazard	Any exposure	1926.20(a)(1);P.L. 91-596 §5(a)(1)
Bridge Decks, unprotected sides & edges	6 ft. (1829 mm)	1926.500(b)(1)
Bridge Decks, form installation	6 ft (1829 mm)	1926.500(b)(2)
Formwork and Reinforcing Steel	6 ft. (1829mm)	1926.501(b)(5)
Precast Concrete Erection Ramps, Walkways, and Runways	6 ft. (1829 mm) 6 ft. (1829 mm)	1926.501(b)(12) 1926.501(b)(7)
Aerial Lifts	All situations	1926.556(b)(2)(v); must satisfy criteria in 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft. (1829 mm)	1926.501(b)(4)
Dangerous Equipment	All situations	1926.501(b)(8)
Any situation with potential for tipping, impalement or other sever hazard	Any height	1926.20(a)(1); 1926.28(a); P.L. 91-596 §5(a)(1)

G. NIGHT WORK. When the Contractor is permitted to perform work at night, the work site shall be illuminated to an intensity required by applicable regulations, but not less than 50 lux (5 foot candles). In addition, for the purpose of inspection by the Engineer, the Contractor shall provide satisfactory lighting of an intensity of 500 lux (50 foot candles) over any area designated by the Engineer.

H. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

I. HOLIDAY EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at: **http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf**
Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

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* **Please note that this embargo only applies to NYCDOT construction permits.**
* **List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml**

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

J. NYC DEPARTMENT OF PARKS AND RECREATIONS (NYCDPR). All tree preservation work shall run concurrently with the removal and installation of all materials for the length of the contract.

All trees (unless otherwise noted) are to be preserved and shall be marked by the Contractor, before the start of any demolition or construction work, with a ribbon which reads "DO NOT CUT" in bold black letters which can be read from a distance of 100 feet.

There shall be no stockpiling/storage of fill, removals or any construction materials within the Critical Root Zone (CRZ) (note: Critical Root Zone extends a minimum of 4' beyond the drip line of a tree) of any existing tree to be preserved at anytime before, during and after the construction period.

This also includes parking any personal vehicles and equipment not directly associated with the days activities. If the Contractor violates this stipulation he shall, at his own expense, remediate any and all soil compaction utilizing the methodology approved by NYCDPR.

All protective tree barriers (see NYCDOT Standard Details of Construction drawing H-1046 A) shall be in place before any demolition or excavation takes place.

No roots greater than 2" in diameter shall be cut without permission from NYCDPR.

Trees that are removed shall have the resultant stump(s) ground down to a minimum of three (3) feet below exist grade.

Trees that are injured or damaged as the result of Contractor negligence (by accident or lack of adherence to this specification) and can be saved, as determined by the NYCDPR, shall be deep root fertilized and/or watered, at the Contractor's expense, using the following formulations and specifications:

Tree Fertilization Specifications

Material	Active Ingredients(%)	Form	Rate
Dogget XL310	30-10-10	Powder	1 lb./100 gal.
Adams Earth Soil Amendment	0-2-4	Liquid	1 gal./100 gal.
Ectomycorrhizal Fungal Inoculant		Powder	16 oz/100 gal.
Bio-Pak		Powder	as per Manuf.

Depth of injection shall be 6"-8" deep and in a 2' x 2' on-center grid over entire Critical Root Zone. The amount of fertilizer per injection site shall be 1 qt. Work shall be performed by an approved company with a current ISA Certified Arborist on staff.

If a tree dies or certain death is imminent, as the result of Contractor negligence and as determined by Engineer, in consultation with the NYCDPR, the Contractor will be back charged the value of the tree or trees. NYCDPR will determine the value of the casualty by utilizing the formula below:

Trunk Formula - This method is used when the plant is too large to be replaced. This value uses the cost of replacing the largest locally available plant and adjusting it for the size difference, the condition and location of the appraised tree.

Appraised Value = Basic Value x Condition x Location

Basic Value = Replacement Cost + (Basic Price x [TA(A) - TA(R)] x Species)

Condition = A rating of the tree's structure and health and based on 100 percent
Location = the average for the tree's Site, Contribution and Placement and based on 100 percent
Replacement Cost = the cost to purchase and install the largest locally available and transportable tree in the area.
Basic Price = the cost per square inch of trunk area of a replacement tree measured at the height prescribed by the American Nursery Standards.
TA(A) = Trunk Area at 4.5 feet above the ground of the appraised tree
TA(R) = Trunk Area at 6 inches or 12 inches above the ground of the replacement tree
Species = the rating for a particular species and based on 100 percent

K. DISPOSAL OF EXCESS EXCAVATED MATERIAL BY THE CONTRACTOR AT A SITE DESIGNATED BY THE CONTRACTOR. Excess material excavated by the Contractor becomes the Contractor's property and is to be properly disposed of at the Contractor's expense.

L. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City

Transit (Permittor) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense shall carry or cause to carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:

   (A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.

   (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permittor in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permittor/MTA policy available.

   Such policy should be written on an occurrence form; and shall include:

   - Contractual coverage for liability assumed by the Permittee under this agreement;
   - Personal and Advertising Injury Coverage;
   - Products-Completed. Operations;
   - Independent Contractors Coverage;
   - "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
   - Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,

- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor naming:

  New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SlRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

(C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permitee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Scheule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

(D) Railroad Protective Liability Insuranace policy shall be required as sspecified in Schedule A.

(E) Environmental/Pollution Exposures

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contactor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VIl or better and reasonably approved by the *Permittor/MTA and shall deliver evidence of such policies.*

b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.

c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittor:

For NYCT Contract Inspection
C/O Mr. John Malvasio
Director, MOW Engineering
130 Livingston Street, Room 8044F
Brooklyn, NY 11201
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittor c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permttor/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permittor/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittor/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittor/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed $100,000, unless such increased deductable or retention is approved by Permittor/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittor, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the

Binder Approval.

e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permittor Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; {3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds·as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.

g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permittor, the Permittor shall have the options to: (1) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

M. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

N. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010" or latest version, or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

O. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications and the above "Scheduling Presentation" Article, and shall be submitted for approval of the Engineer.

P. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will not be granted an extension of time for completion of this contract due to the winter shutdown period, except as otherwise provided in Schedule A.

Q. START OF CONTRACT WORK. The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.

R. MAINTENANCE AND PROTECTION OF TRAFFIC (MPT). Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Subsection 1.06.44 and Section 6.70 of the Standard Highway Specifications, specific traffic stipulations as called for on the Contract Drawings, OCMC Traffic Stipulations attached to the end of these Special Provisions, the following additional requirements, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

As the project advances, the Contractor shall update and/or submit new MPT Plans for review and approval by the OCMC and the Department's Assistant Commissioner for Construction.

Temporary Concrete Barrier with Fence,shall be furnished, installed and maintained in accordance with the requirements of Section 6.59 PF.

FOR STORAGE OF MATERIALS AND EQUIPMENT:

(1) Storage of equipment and materials within the right-of-way is a privilege granted to the Contractor, and is not a right.

(2) Storage of materials and equipment within the project limits shall be as approved by the Resident Engineer.

(3) Storage of materials and equipment in streets outside the project limits shall be subject to permission by New York City Department of Transportation.

(4) Materials and/or equipment must be stored safely and neatly, with appropriate MPT devices separating the storage area from vehicular traffic and pedestrians. Loose materials must be properly and neatly stored.

(5) Each storage area shall have at least one sign identifying the Contractor's name, Project ID/Name, and the phone number of the Engineer's Field Office.

(6) No materials or equipment may be stored in front of hydrants (working or not), and provision must be made to maintain curb-line drainage through storage areas.

(7) The Contractor must remove any stored materials/equipment from the project street(s), as directed by the Engineer, within 48 hours notice. No payment will be made for compliance with such a directive.

(8) There is limited space available for equipment operation and light storage within the work zones.

S. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

NEW YORK CITY DOT

Department of Transportation

JANETTE SADIK-KHAN, Commissioner

OCMC TRAFFIC STIPULATIONS

11/19/2012

OCMC FILE NO: MEC-12-213
CONTRACT NO: RWM017
PROJECT: WEST 155TH STREET RETAINING WALL
LOCATION(S): WEST 155TH STREET BETWEEN BROADWAY AND RIVERSIDE DRIVE.

PERMISSION IS HEREBY GRANTED TO THE **{NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION}** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE HOLIDAY EMBARGO OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION**", AND ALSO POST A SIGN AT THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION**". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. **METERS** – THE PERMITTEE MAY NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 – 894 – 8651.
4. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
5. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
6. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
7. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WEEKS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, TIMES SQUARE ALLIANCE, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC AND SPECIAL EVENTS OFFICE, MAYOR'S OFFICE OF SPECIAL EVENTS AND ALL ABUTTING PROPERTY OWNERS.
8. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT HTTP://WWW.NYC.GOV/HTML/DOT/HTML/PERMITS/STPERMIT.SHTML#INFO_SIGNS.
   - **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
   - **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

1. **When working on the upper level of the West 155th Street between Broadway and Riverside Drive, Contractor must maintain one (1) twelve (12) foot lane for traffic at all time. Work shall be 7am-6pm Monday thru Friday and Saturday 8am-4pm only.**
2. **Occupy only three hundred (300)-foot at a time when working on the upper level of West 155th Street between Broadway and Riverside Drive.**

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3. **When working on the lower level of West 155th Street between Broadway and Riverside Drive, Contractor must maintain one (1) fourteen (14) foot lane for two-way traffic at all time. Work hours shall be 7am-6pm Monday thru Friday and Saturday 8am-4pm only.**

SPECIAL NOTE:

1. **Contractor must coordinate with Boricua College before starting work.**
2. **Must maintain a minimum five (5) foot clear sidewalk at all time on the north side of the roadway.**

C. GENERAL NOTES

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT. THE PERMITTEE WILL BE REQUIRED TO MEET ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS OFFICE.
3. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
4. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
5. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
6. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
7. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
8. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**
9. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
11. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

JOSEPH P. NOTO
EXECUTIVE DIRECTOR
OCMC-STREETS

GARY SMALLS
PROJECT MANAGER
OCMC-STREETS

DO

NEW YORK CITY DOT

Department of Transportation

JANETTE SADIK-KHAN, Commissioner

OCMC TRAFFIC STIPULATIONS

5/21/2012

OCMC FILE NO: BXEC-12-181
CONTRACT NO: RWX019
PROJECT: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SOUTHBOUND BEHIND STAIRS

LOCATION(S): MACOMBS DAM BRIDGE, BETWEEN EAST 161ST STREET AND JEROME AVENUE

PERMISSION IS HEREBY GRANTED TO THE NYCDDC AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES SUCH AS THE **{OTHER EMBARGOES IF APPLICABLE}** AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING **"CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION"**, AND ALSO POST A SIGN AT THE WORK ZONE STATING **"CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION"**. SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. **BUS STOPS** – THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
4. **METERS** – THE CONTRACTOR MAY NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
5. **ACCESS TO ABUTTING PROPERTIES** – THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
6. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE CONTRACTOR SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
7. **NOTIFICATION** – THE CONTRACTOR MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
8. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT: HTTP://WWW.NYC.GOV/HTML/DOT/HTML/PERMITS/STPERMIT.SHTML#INFO_SIGNS.
9. **ENHANCED MITIGATIONS**
   - ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
   - "NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
   - COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.
   - MUST COORDINATE WITH NYCDOT BRIDGES DIVISION FOR ANY POTENTIAL IMPACT ON THE EAST 161ST STREET UNDERPASS AND MACOMBS DAM BRIDGE.

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B. MAINTENANCE AND PROTECTION OF TRAFFIC

1. MACOMBS DAM BRIDGE, BETWEEN EAST 161ST STREET AND JEROME AVENUE

WORK IS PERMITTED DURING THE PERIOD NOVEMBER-MARCH ONLY (DURING THE NON-BASEBALL SEASON). IF THE PROJECT MUST BE EXTENDED BEYOND MARCH, ALL EQUIPEMENT AND MATERIALS MUST BE REMOVED FROM THE SIDEWALK AND THE ROADWAY AND WORK CAN RESUME IN NOVEMBER AFTER THE BASEBALL SEASON HAS ENDED. IN CASES WHEN SPECIAL EVENTS TAKE PLACE AT THE YANKEE STADIUM DURING THE PERIOD OF CONSTRUCTION, THE CONTRACTOR MUST CLEAN UP THE SITE AT THE DIRECTION OF NYCDOT OCMC-STREETS AND NYCDOT SPECIAL EVENTS DIVISION.

- Work hours shall be as follows: 7AM-6PM Monday-Friday, Saturday 9am-7pm and Sundays 10am-7pm.
- The contractor shall apply a full sidewalk closure on the west side of the street and must post signs meeting NYCDOT specifications for directing pedestrians to opposite sidewalk. Signs must be posted at work zones as well as both intersections of affected sidewalk.
- All equipment and materials shall be placed on the sidewalk behind the fence

C. GENERAL NOTES

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
3. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
4. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
5. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
6. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
7. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
9. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**
10. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.
11. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

OCMC FILE NO: BXEC-12-181
CONTRACT NO: RWX019
PROJECT: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SOUTHBOUND BEHIND STAIRS

JOSEPH P. NOTO
EXECUTIVE DIRECTOR
OCMC-STREETS

ILIR LUGJI
PROJECT MANAGER
OCMC-STREETS

JPN/IL

THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
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Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

INTERPRETIVE MEMORANDUM # 2
February 14, 1995

Subject: Temporary Storage and Processing of Construction and Demolition Debris by New York City Agency Contractors

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

1. <u>When No Transfer Station Permit is Required</u>

Where a City contractor has:

(a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; <u>or</u>

(b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

(c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); <u>and</u>

(d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; <u>and</u>

(e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.

Example: *Street Construction Projects*

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. *The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal,* Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of _____ (the "Agency") has awarded a construction contract to _____(Contractor)_____ _____ (the "Contractor") for work to be performed at _____(Contract Site)_____ .

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

_____

_____

_____

_____

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City."

3. <u>When a Transfer Station Permit is Required</u>

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: RWM017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX – NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN – NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: March 11, 2013

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

The Standard Sewer Specifications of the Department of Environmental Protection (dated August 1, 2009), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 2009), Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

A. NOTICE TO BIDDERS
B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS
D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

A. NOTICE TO BIDDERS

(1) (A) The Contractor is advised that copies of the Standard Sewer Specifications (dated August 1, 2009), Sewer Design Standards (dated (September 2007) Revised January 2009), Standard Water Main Specifications (dated August 1, 2009), Specifications For Trunk Main Work (dated March 2012) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction
Division of Infrastructure
Design Services, Specifications, 3rd Floor
30-30 Thomson Avenue
Long Island City, NY 11101

(B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation
55 Water Street, Ground Floor
New York City, NY 10041

(2) The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.

(3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.

(4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.

(5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.

(6) The Contractor is advised that any City owned light poles, traffic signals, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.

(7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated March 2012), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.

(8) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS

(1) **Refer** to **Subsection 1.06.3 - Hours Of Work**, Page I-4:
Add the following to **Subsection 1.06.3**:

(A) HOLIDAY CONSTRUCTION EMBARGO - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

*** Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml**

(2) **Refer** to **Subsection 1.06.20 - Contractor To Notify City Departments**, Page I-12:
Add the following to **Subsection 1.06.20**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Assistant Commissioner, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(3) **Refer** to **Subsection 1.06.27 - Salvageable Materials**, Page I-14:
Delete the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:
Substitute the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

(4) **Refer** to Standard Sewer Specifications (August 1, 2009), **Subsection 1.06.29 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 1.06.29**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. RWM017.

(5) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-19:
Delete **Subsection 1.08.2 - Vendors** in its entirety:
Substitute the following new **Subsection 1.08.2**:

1.08.2 VENDORS

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

(6) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-20:
Add the following new **Subsection 1.08.7**:

1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

(7) **Refer** to **Section 2.05 - Precast Reinforced Concrete Pipe**, **Subsection 2.05.4 - Materials, Workmanship And Finish**, Page II-10:
Delete from **Subsection 2.05.4**, paragraph (A) CONCRETE in its entirety:
Substitute the following:

(A) CONCRETE - The Concrete shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**, and be a homogeneous mixture of such proportions and quality that the pipe will conform to the design and test requirements of these specifications.

(8) **Refer** to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-23:
Delete from **Subsection 2.15.3**, **Reference Number D 3.2.1** together with its paragraphs in their entirety:
Substitute the following:

D 3.2.1 DELETE 3.2.1 to 3.2.9 of GS11 and SUBSTITUTE the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

(9) **Refer** to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-26:
Add to **Subsection 2.15.3**, before **Reference Number D 8.2** the following:

D 7.3.3 ADD the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their

"MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

(10)<u>**Refer**</u> to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-26:
<u>**Delete**</u> from **Subsection 2.15.3**, **Reference Number D 16.3** together with its paragraphs in their entirety:
<u>**Substitute**</u> the following:

D 16.3 Testing Service - <u>ADD</u> the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

(11)<u>**Refer**</u> to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-26:
<u>**Delete**</u> from **Subsection 2.15.3**, **Reference Number D 16.8** together with its paragraphs in their entirety:
<u>**Substitute**</u> the following:

D 16.8 Responsibilities and Duties of Contractor - <u>ADD</u> the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

CONCRETE TEST CYLINDERS

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others,

upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

(12)<u>**Refer**</u> to **Section 4.06 - Backfilling**, **Subsection 4.06.3 - Method Of Depositing All Backfill**, Page IV-18:

(A) <u>**Add**</u> the following paragraph to beginning of **Subsection 4.06.3**:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) <u>**Delete**</u> from **Subsection 4.06.3**, the fourth paragraph in its entirety:
<u>**Substitute**</u> the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than two (2) feet above the top of the sewer conduit (i.e. sewer pipes on cradles or encasements, reinforced concrete sewers, basin and house connections, culverts, etc.) to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from two (2) feet above the top of the sewer conduit to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) <u>**Delete**</u> from **Subsection 4.06.3**, the seventh paragraph in its entirety:
<u>**Substitute**</u> the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(13)<u>Refer</u> to **Section 5.01 - Reinforced Concrete Sewers**, **Subsection 5.01.4 - Precast Reinforced Concrete Sewer**, Paragraph (C) - Details, second paragraph, first line, Page V-4:
<u>Change</u> the words "C789 or C850 (as required)", to "C1433":

(14)<u>Refer</u> to **Section 5.05C - Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method**, **Subsection 5.05C.6 - Separate Payment**, third paragraph, second line, Page V-49
<u>Change</u> the word, "nine", to "eleven":

(15)<u>Refer</u> to **Section 5.11 - Outfall Structures**, **Subsection 5.11.2 - Materials**, Page V-95:
<u>Delete</u> from **Subsection 5.11.1**, paragraph (A) in its entirety:
<u>Substitute</u> the following:

(A) Concrete used for outfall structure (including headwalls, reinforced concrete sewer outfalls, cradles and encasements, chambers, manholes and catch basins) shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**; and, shall contain entrained air of six percent (6%), and a corrosion inhibitor. The corrosion inhibitor shall consist of a calcium nitrite solution, containing 30 ±2% calcium nitrite solids by weight and having a specific gravity of 1.27 ±0.02. The corrosion inhibitor when used in the manufacturing process shall not produce a significant amount of chloride ions in the final product (less than 1,000-ppm). The ph shall be greater than 8. The admixture shall not contain chemicals that produce a condition injurious to the quality and durability of the concrete or reinforcing steel. Calcium nitrite, which acts as an accelerator, may be used in conjunction with compatible retarding admixtures to control setting time and workability of the concrete; consult the manufacturer of the product. The corrosion inhibitor must be added to the mix immediately after air entraining and retarding admixtures have been introduced into the batch. Acceptance of calcium nitrite based corrosion inhibitor shall be based upon it being listed in the most current New York State Department of Transportation's "Approved List Of Calcium Nitrite Based Corrosion Inhibitors".

(16)<u>Refer</u> to **Section 5.18A - Sewer Cleaning**, **Subsection 5.18A.3 - Disposal**, Page V-124:
<u>Delete</u> from **Subsection 5.18A.3**, the first paragraph in its entirety:
<u>Substitute</u> the following:

All material removed from the sewers and sewer portions through the manholes under this contract shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.

(17)<u>Refer</u> to **Section 5.23 - Decking**, **Subsection 5.23.1 - Description**, Page V-161:
<u>Delete</u> from **Subsection 5.23.1**, the third paragraph in its entirety:
<u>Substitute</u> the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(18)<u>Refer</u> to **Section 5.23 - Decking**, **Subsection 5.23.4 - Design Criteria**, Page V-162:
<u>Add</u> the following to **Subsection 5.23.4**:

(C) The Contractor may substitute skid resistant steel plates for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(19)<u>**Refer**</u> to **Subsection 5.32.4 - Specific Pavement Restoration Provisions**, Page V-185:
<u>**Add**</u> the following to **Subsection 5.32.4**:

(E) Specific Pavement Restoration Provisions:

(1) Within the limits of the highway rehabilitation the restoration shall be accomplished and paid for in accordance with Specifications and directions of the Engineer for Highway Project ID. RWM017.

(20)<u>**Refer**</u> to **Section 5.36 - Additional Earth Excavation Including Test Pits**, **Subsection 5.36.4 - Price To Cover**, Paragraph (3), fifth line, Page V-195:
<u>**Change**</u> 16", to 16'.

D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

(1) **Refer** to **Subsection 1.06.3 - Hours Of Work**, Page I-4:
Add the following to **Subsection 1.06.3**:

(A) HOLIDAY CONSTRUCTION EMBARGO - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

*** Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml**

(2) **Refer** to **Subsection 1.06.27 - Salvageable Materials**, Page I-14:
Delete the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:
Substitute the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

(3) **Refer** to Standard Water Main Specifications (August 1, 2009), **Subsection 1.06.29 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 1.06.29**:

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 1.06.29 - Contractor To Provide For Traffic** of this addendum.

(4) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-19:
Delete Subsection 1.08.2 - Vendors in its entirety:
Substitute the following new **Subsection 1.08.2**:

1.08.2 VENDORS

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

(5) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-20:
Add the following new **Subsection 1.08.7**:

1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

(6) **Refer** to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-11:
Delete from **Subsection 2.15.3**, **Reference Number D 3.2.1** together with its paragraphs in their entirety:
Substitute the following:

D 3.2.1 DELETE 3.2.1 to 3.2.9 of GS11 and SUBSTITUTE the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be

manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

(7) **Refer** to **Section 2.15 - Concrete, Subsection 2.15.3 - Modifications**, Page II-13:
Add to **Subsection 2.15.3**, before **Reference Number D 8.2** the following:

D 7.3.3 ADD the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

(8) **Refer** to **Section 2.15 - Concrete, Subsection 2.15.3 - Modifications**, Page II-14:
Delete from **Subsection 2.15.3**, **Reference Number D 16.3** together with its paragraphs in their entirety:
Substitute the following:

D 16.3 Testing Service - ADD the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

(9) **Refer** to **Section 2.15 - Concrete**, **Subsection 2.15.3 - Modifications**, Page II-14:
Delete from **Subsection 2.15.3**, **Reference Number D 16.8** together with its paragraphs in their entirety:
Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - ADD the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

CONCRETE TEST CYLINDERS

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

(10) **Refer** to **Section 4.06 - Backfilling**, **Subsection 4.06.3 - Method Of Depositing All Backfill**, Page IV-18:

(A) **Add** the following paragraph to beginning of **Subsection 4.06.3**:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be

employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) **Delete** from **Subsection 4.06.3**, the fourth paragraph in its entirety:
Substitute the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than twelve (12) inches above the top of the barrel of the water main pipe to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from twelve (12) inches above the top of the barrel of the water main pipe to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) **Delete** from **Subsection 4.06.3**, the seventh paragraph in its entirety:
Substitute the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(11) **Refer** to **Section 5.02 - Laying Ductile Iron Pipe And Fittings**, **Subsection 5.02.3(F) - Bedding And Foundation Of Pipes**, Page V-8:
Delete from **Subsection 5.02.3(F)**, Paragraph (5) - Pier And Plate, in its entirety:
Substitute the following new Paragraph (5):

(5) Shallow Cover: Where mains 24-inches and smaller are laid with covers of 2'-0" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 42063-Y** or as directed by the Engineer.

Where mains 24-inches and smaller are laid with covers between 2'-6" and 2'-0", the Contractor shall provide steel plates only over the main with dimensions as shown on **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Where mains 30-inches and larger are laid with covers of 2'-6" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Covers over the new mains shall not be less than 1'-6".

(12) **Refer** to **Section 5.02 - Laying Ductile Iron Pipe And Fittings**, **Subsection 5.02.3 - Construction Methods**, **Paragraph (M) - Laying Temporary Connections**, Page V-12:
Delete **Paragraph (M)**, in its entirety:
Substitute the following:

(M) LAYING TEMPORARY CONNECTIONS AND INSTALLING TEMPORARY CAP ASSEMBLIES AND/OR BULKHEADS

(1) When new water mains are laid and it becomes necessary to provide a temporary connection between the existing main and new mains laid under this contract (regardless of whether the new and existing water mains are in the same trench or are offset in two different trenches), the Contractor shall, if ordered, provide all labor, equipment and facilities for laying, maintaining and removing when directed, temporary connections and appurtenances. If City forces do laying of temporary connections, the Contractor shall make all required equipment and facilities available to them. No payment will be made for providing temporary house services which may be required when making a temporary connection between the existing and new main.

(2) (a) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall consist of a 2-foot long spigot/spigot ductile iron pipe with a mechanical joint cap restrained to the pipe with a "wedge-type" retainer gland and a minimum 2-inch tap on the pipe section.

(b) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall be restrained and braced in a manner sufficient to support system working pressures, and thrust forces.

(c) The 2-inch tap required as part of the temporary cap assembly is to be utilized to allow air to escape while filling the main in addition to allow for proper flushing of the main.

(d) Restraint and bracing as well as temporary cap assemblies/bulkheads for water mains greater than 20" in diameter shall be submitted for approval by the Engineer prior to being utilized.

(13)<u>**Refer**</u> to **Section 5.02 - Laying Ductile Iron Pipe And Fittings**, **Subsection 5.02.5 - Price To Cover**, **Paragraph (10)**, Page V-16:
<u>**Delete**</u> **Paragraph (10)**, in its entirety:
<u>**Substitute**</u> the following:

(10)(a) No separate or additional payment will be made to the Contractor for furnishing, delivering, installing, restraining, bracing and removing temporary cap assemblies/bulkheads for water mains as ordered by the Engineer. The costs thereof shall be deemed included in the unit prices bid for all items of the contract.

(b) Payment for temporary valves (i.e. construction valves) and its associated fittings ordered by the Engineer during the course of the work to be installed will be paid for at the same rates as for valves and fittings permanently installed.

(c) If ordered by the Engineer, removal of valves (i.e. construction valves) and its associated fittings, including their transfer and disposal shall be deemed included in the prices bid for all items of the contract. No separate or additional payment will be made for this work.

(d) Payment For Temporary Connections: When new mains are laid and it becomes necessary to provide a temporary connection between the existing and new mains the following method of payment shall apply: The Contractor shall be paid once for furnishing and delivering pipes and fittings used in temporary connections. The Contractor shall also be paid for laying the temporary pipe connection and fitting using the appropriate pipe laying item for each time that the Contractor is directed to use them throughout the project as directed by the Engineer.

(14)<u>**Refer**</u> to **Subsection 5.04.4 - Furnishing, Delivering And Installing Steel Tee**, Paragraph (5), Item Numbers list, Page V-23:
<u>**Delete**</u> Item No. "60.23ST20T48", together with Description "FURNISHING, DELIVERING AND INSTALLING 48-INCH X 20-INCH STEEL TEE", and Pay Unit "EACH":

(15)<u>**Refer**</u> to **Section 5.05 - Furnishing And Delivering Gate Valves**, Page V-35:

(A) **Delete** from **Subsection 5.05.1 - Description**, the first paragraph in its entirety:
Substitute the following:

This specification describes furnishing and delivering of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be furnished and delivered by the Contractor on the contract.

(B) **Delete** from **Subsection 5.05.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":
Substitute the following words, "3-inch to 20-inch":

(16) **Refer** to **Section 5.06 - Setting Gate Valves**, Page V-38:

(A) **Delete** from **Subsection 5.06.1 - Description**, the first paragraph in its entirety:
Substitute the following:

This specification describes the installation of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves. It also describes the installing of manhole frames (skirts and heads) and covers.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be installed by the Contractor on the contract.

(B) **Delete** from **Subsection 5.06.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":
Substitute the following words, "3-inch to 20-inch":

(17) **Refer** to **Section 5.23 - Decking**, **Subsection 5.23.1 - Description**, Page V-73:
Delete from **Subsection 5.23.1**, the third paragraph in its entirety:
Substitute the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(18) **Refer** to **Section 5.23 - Decking**, **Subsection 5.23.4 - Design Criteria**, Page V-74:
Add the following to **Subsection 5.23.4**:

(C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(19) **Refer** to Standard Water Main Specifications (August 1, 2009), **Section 5.32 - Final Restoration Of Pavements**, Page V-99:
Add the following to **Subsection 5.32.4 - Specific Pavement Restoration Provisions**:

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 5.32.4 - Specific Pavement Restoration Provisions** of this addendum.

(20) **Refer** to **Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover**, Paragraph (3), fifth line, Page V-114:
Change 16", to 16'.

END OF ADDENDUM NO. 2
This Addendum consists of nineteen (19) pages.

NO TEXT ON THIS PAGE

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

PROJECT ID: RWM017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX - NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

ADDENDUM NO.3

DATED: February 20, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:

   A. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages A3-4 through A3-14)

   B. Schedule U-1 (Page A3-15)

   C. Schedule U-2 (Con Edison Utility Company) (Pages A3-16 through A3-19)

   D. Section U-3 Page (A3-20) (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010, in this Addendum); and,

   E. Utility drawings (3 Sheets)

      (Sheet 1 of 3) Con Edison General Notes and Conditions.

      (Sheet 2 of 3) Con Edison Conduit & Gas Plate.

      (Sheet 3 of 3) Con Edison Capital Relocation Plan.

2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.

3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:

   A. Section U, ¶4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

   B. Section U, ¶2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.

   C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.

   D. Section U informs the Contractor that the City has entered into a Utility Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A3-14, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.

   E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.

F. Section U, ¶14, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.
Pursuant to this Addendum, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; Articles 1.06.14 through 1.06.17 of the General Provisions of the Standard Water Main Specifications of the New York City Department of Environmental Protection, dated August 1, 2009; and/or Articles 1.06.14 through 1.06.17 of the Standard Sewer Specifications of the New York City Department of Environmental Protection, Dated August 1, 2009; as applicable, are amended and will be implemented as follows:

1. Pre-engineering:

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Section U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. Means and methods for City work:

a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she has reviewed the section 'U' package and

that he/she will be required to perform the public work in the presence of energized electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

3. Field inspection prior to construction:

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

4. Compensation for interference work:

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor,

through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). (Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors.)

5. ***Interference Agreement:***

1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
2. Furthermore, in Section U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. ***City contract work to continue without Interference Agreement :***

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials,

and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner.

1. Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the utility companies. These certified records may be used by the contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The contractor will be required to perform City work while invoices are submitted by the contractor to the Utility companies for payment within 30 days, or while compensation disputes between contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
2. All issues related to utility work and/ or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
3. The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/ or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 and/ or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness

and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/ or Section 24-521 as applicable.

5. Utility delays caused by utility capital work not listed in Schedule U2 and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).

*7. **Extra utility work with Utility Agreement:***

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

1. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
2. Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph (6), above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
3. Advise the Contractor and the City in writing that it intends to perform the necessary utility Work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may

grant a contract time extension for delays caused by the performance of such utility work by the company.

4. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph (6), including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to paragraphs 7.2, or 7.4, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this section.

9. Disputed utility work covered by a utility agreement:

The City Work will continue as described in paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor

shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records maintained by either party for Utility work performed pursuant to a Utility Agreement. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

10. Arbitration of utility work:

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

(a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

(b) No later than seven days prior to the first arbitration hearing, Company and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in paragraph 9.

(c) The arbitration shall be conducted and concluded in two days.

(d) On the morning of the first day of the arbitration, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

(e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Contractor questions about its claim and its presentation.

(f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

(g) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.

(h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.

(i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.

(j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.

(k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.

(l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

(m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this section of the contract, if a Utility Agreement is executed between the contractor and utility company (ies). The provisions of this section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility Agreement with the contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an utility agreement between the contractor and such utility companies.

[End]

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Section U: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this Section U and to submit a schedule listing the scope of work, including the items and estimated quantities, and types of utility facilities to be supported and protected at the company's own expenses due to interferences with the Public work.

Sincerely,

_____
By: Authorized Company Representative

_____
Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By:_____

SCHEDULE U-1

RWM017

CONSTRUCTION OF HIGH LEVEL STORM SEWER AND EXTENSION REPLACEMENT OF COMBINED SEWER

SCHEDULE U-1 **LISTING OF COMPANIES NAMED FOR THIS CONTRACT**

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE
CON EDISON	THERESA KONG	212-460-4834

SCHEDULE U-2

FOR INFORMATION ONLY

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

FOR CONSOLIDATED EDISON

RWM017

REV. 1

W155TH ST (LOWER LEVEL) BETWEEN RIVERSIDE DR AND BROADWAY

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)	EA	2
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	1
CET 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	2
CET 330E-A.1	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING (TYPE .1)	L.F.	27
CET 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	30
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	21
CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	L.F.	35
CET 405.1	EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET (C.Y.)	C.Y.	98
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)	CRHRS	104
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	624
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	312
CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	L.F.	50
CET 601.2	INSTALL CONDUIT IN PAVED AREA (2 EA. 4" CONDUIT - ALL TYPES)	L.F.	135
CET 636 ED RD	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (30" TO UNDER 34" WIDTH)	EA	1
CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE	C.Y.	5
CET 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES	L.F.	70

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

RWM017
REV. 1

W155TH ST (LOWER LEVEL) BETWEEN RIVERSIDE DR AND BROADWAY

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1) *At the following locations:* N/E Corner W 155th St (upper Level) N/S West 155th St (upper Level), 362' E/E/C Riverside Drive **Total quantity for CET 100.1 = 2**	EA
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1) *At the following locations:* N/E Corner W 155th St (upper Level) **Total quantity for CET 101.1 = 1**	EA
CET 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES *At the following locations:* N/E Corner W 155th St (upper Level) N/S West 155th St (upper Level), 362' E/E/C Riverside Drive **Total quantity for CET 225.1A = 2**	EA
CET 330E-A.1	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING (TYPE .1) *At the following locations:* N/E Corner W 155th St (upper Level) N/S West 155th St (upper Level), 362' E/E/C Riverside Drive S/W/C West 155th St & Riverside Drive **Total quantity for CET 330E-A.1 = 27**	L.F.
CET 400	TEST PITS FOR UTILITY FACILITIES *At the following locations:* Riverside Drive & West 155th St (upper Level) **Total quantity for CET 400 = 30**	C.Y.
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES *At the following locations:* 19' E/E/C Riverside Dr., N/S West 155 St. (upper Level) AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE **Total quantity for CET 401 = 21**	C.Y.

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

RWM017
REV. 1

W155TH ST (LOWER LEVEL) BETWEEN RIVERSIDE DR AND BROADWAY

CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT *At the following locations:* 19' E/E/C Riverside Dr., N/S West 155 St. (upper Level) AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE **Total quantity for CET 402.2 = 35**	L.F.
CET 405.1	EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET (C.Y.) *At the following locations:* 19' E/E/C Riverside Dr., N/S West 155 St. (upper Level) 360' E/E/C Riverside Dr., N/S West 155 St. (upper Level) **Total quantity for CET 405.1 = 98**	C.Y.
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1) *At the following locations:* Riverside Drive & West 155th St (upper Level) **Total quantity for CET 450.1 = 104**	CRHRS
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2) *At the following locations:* Riverside Drive & West 155th St (upper Level) **Total quantity for CET 450.2 = 624**	CRHRS
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3) *At the following locations:* Riverside Drive & West 155th St (upper Level) **Total quantity for CET 450.3 = 312**	CRHRS
CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES) *At the following locations:* S/W/C West 155th St & Riverside Drive AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE **Total quantity for CET 601.1 = 50**	L.F.

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION

RWM017
REV. 1

W155TH ST (LOWER LEVEL) BETWEEN RIVERSIDE DR AND BROADWAY

CET 601.2	**INSTALL CONDUIT IN PAVED AREA (2 EA. 4" CONDUIT - ALL TYPES)**	**L.F.**
	At the following locations:	
	19' E/E/C Riverside Dr., N/S West 155 St. (upper Level)	
	AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 601.2 = 135	
CET 636 ED RD	**ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (30" TO UNDER 34" WIDTH)**	**EA**
	At the following locations:	
	N/E Corner W 155th St (upper Level)	
	AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 636 ED R = 1	
CET 636 RM	**REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE**	**C.Y.**
	At the following locations:	
	N/E Corner W 155th St (upper Level)	
	AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total quantity for CET 636 RM = 5	
CET 710.1	**REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES**	**L.F.**
	At the following locations:	
	S/W/C West 155th St & Riverside Drive	
	19' E/E/C Riverside Dr., N/S West 155 St. (upper Level)	
	Total quantity for CET 710.1 = 70	

SECTION U-3

(NO TEXT IN THIS SECTION)

END OF ADDENDUM No.3
This Addendum consists of Twenty-One (21) pages
And Three (3) sheets of Contract Drawings

(NO TEXT ON THIS PAGE)

NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: RWX017

CAPITAL PROJECT RWM017: REHABILITATION OF W 155TH STREET (LOWER LEVEL) BETWEEN RIVERSIDE DRIVE AND BROADWAY RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1516-03

CAPITAL PROJECT RWM015: REHABILITATION OF LEFT SIDE OF RAMP FROM RIVERSIDE DRIVE TO GEORGE WASHINGTON BRIDGE, W 176 TO W 177TH STREET RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-6006-04

CAPITAL PROJECT RWX019: REHABILITATION OF MACOMBS DAM BRIDGE APPROACH SB (BEHIND STAIRS) RETAINING WALL, BOROUGH OF THE BRONX - NYCDOT W.I.N. 2-6009-01

CAPITAL PROJECT RWM013: REHABILITATION OF EDGECOME AVENUE RETAINING WALL, BOROUGH OF MANHATTAN - NYCDOT W.I.N. 2-1024-06

INCLUDING SEWER, STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto
BOROUGHS OF MANHATTAN AND THE BRONX
CITY OF NEW YORK

_____
Contractor.

_____

Dated_____, **20**_____