Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:
J. Pizzirusso Landscaping Corp
DBA: JPL Industries

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
1 ADDENDUMS

DDC CLIENT AGENCY:
NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

PREPARED BY:
AKRF / KSE JV

DATE PREPARED:
DECEMBER 2, 2019

VOLUME 1 OF 3
BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SANDRESEP

EAST SIDE COASTAL RESILIENCY
PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

HUD FUNDED

LAW

Department of Design and Construction

Lorraine Grillo
Commissioner

Jamie Torres-Springer
First Deputy Commissioner

Justin Walter
Chief Administrative Officer
Administration

Nicholas Mendoza
Agency Chief Contracting Officer

Lorraine Holley
Deputy ACCO

February 24, 2020

CERTIFIED MAIL - RETURN RECEIPT REQUEST
J. PIZZIRUSSO LANDSCAPING CORP.
2400 East 69th Street
BROOKLYN, NY 11234

RE: FMS ID: SANDRESEP
E-PIN: 85020B0042001
DDC PIN: 8502020RC0004C
EAST SIDE COASTAL RESILIENCY-EARLY PACKAGE: PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES - MANHATTAN
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of $1,899,000.00 submitted at the bid opening on January 10, 2020. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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

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

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

documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

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.

As of August 16, 2019, please be advised that Contract Site Safety Plans for DDC projects must be submitted through DDC's online Site Safety Plan (SSP) application (available via our Agency Portal – *DDC Anywhere*).

To create an account and begin your Site Safety Pan submission using SSP, click on the link below:

DDC Portal **https://ddcanywhere.nyc/Registration/Registration**

For questions regarding this web-based application, please contact DDC via email at: appsupport@ddc.nyc.gov.

Sincerely,

Lorraine Holley

Lorraine Holley

SPECIAL NOTICE TO BIDDERS

(NO TEXT ON THIS PAGE)

(NO TEXT ON THIS PAGE)

NOTICE TO BIDDERS

Pre-Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in BID INFORMATION, page A-5 and SCHEDULE B, page A-37, VOLUME 1 OF 3 of this BID BOOKLET.

All PBQs must reference the Project ID. If a bidder has multiple PBQs for the same Project ID, the PBQs must be numbered sequentially, even if they are submitted separately.

NYC Contract Financing Loan Fund

Loans at a 3% annual interest rate to perform on New York City contracts

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

Loans of up to $500,000 at an annual interest rate of 3% are available to eligible* businesses to perform on New York City contracts. Closing fees apply.

*To be eligible for a loan, you must:

- ✓ Have an operating business, AND
- ✓ Be applying for financing as a prime or sub-contractor to use toward a contract with a City agency or City-funded entity.
- ✓ Additional Eligibility requirements may also apply.

How it works:
Step 1: Fill out the Contract Financing inquiry form at nyc.gov/contractfinancing
Step 2: If Eligible, a participating lender will contact you within two business days.
Step 3: Begin the loan application process

For more information: **Call 311** or visit **nyc.gov/contractfinancing**

(NO FURTHER TEXT ON THIS PAGE)

NYC Bond Collateral Assistance Fund

If your business is bidding or planning to bid on a project as a prime or subcontractor with a City agency or the NYC Economic Development Corporation (NYCEDC) and the project requires surety bonding, you may be eligible* to receive **up to $500,000 in Collateral Assistance to enhance your surety bond application** from a participating bond service provider coordinated with the NYC Department of Small Business Services (SBS).

*To be eligible, you must:

- ✓ Have an operating construction business, AND
- ✓ Be bidding or planning to bid **as a prime or subcontractor** on a contract with a City agency or NYCEDC that requires bonding
- ✓ Additional Eligiblity requirements may apply.

How it works:
Step 1: Fill out the Bond Collateral Assistance Fund inquiry form at nyc.gov/bondfund
Step 2: If Eligible, the bond service provider will contact you within two business days
Step 3: Begin the bond application process

For more information: **Call 311** or visit **nyc.gov/bondfund**

(NO FURTHER TEXT ON THIS PAGE)

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

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

A. BID BOOKLET

BID INFORMATION

(NO TEXT ON THIS PAGE)

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

(1) Bid Schedule (Page B-3)
(2) Bid Form, including Affirmation (Page A-23)
(3) Bid Security (if required, see Bid Information on Page A-5)
(4) Schedule B: M/WBE Utilization Plan (Page A-37, if participation goals have been established)

FAILURE TO SUBMIT THE ITEMS LISTED ABOVE WILL RESULT IN THE DISQUALIFICATION OF THE BID.

(5) Bidder's Certification of Compliance with Iran Divestment Act (Page A-55)
(6) Special Experience Requirements (Page A-7 & A-8, if applicable)
(7) Apprenticeship Program Requirements (Page A-44, if applicable)
(8) Safety Questionnaire (Page A-51)
(9) Construction Employment Report (Page A-20 if bid is $1,000,000 or more)
(10) Any addenda issued prior to the receipt of bids

FAILURE TO SUBMIT THE ITEMS LISTED ABOVE 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, page numbers as noted above.

(2) If the bidder has any questions or requires additional information, please contact the Agency Contact Person noted on Attachment 1 (Page A-5 of this Bid Booklet).

(3) PASSPort Compliance: The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract Award. PASSPort details are set forth on Page A-20 of this Bid Booklet.

(4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth beginning on Page A-7 of this Bid Booklet.

(NO TEXT ON THIS PAGE)

BID INFORMATION (ATTACHMENT 1)

PROJECT ID: SANDRESEP
PIN: 8502020RC0004C

Description and Location of Work:

EAST SIDE COASTAL RESILIENCY
PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS
Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
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 **January 10, 2020**

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 **January 10, 2020**

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 718-391-2627
Email: CSB_projectinquiries@ddc.nyc.gov

For questions about site accessibility, please contact our disability services facilitator at (718) 391-2815 or via email at accessibility@ddc.nyc.gov.

SPECIAL EXPERIENCE REQUIREMENTS

(A) SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:

The Special Experience Requirements set forth below apply to the bidder. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

The requirements in this Section (A) apply to this contract where indicated by a blackened box (■).

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

The Special Experience Requirements next to the blackened box below apply to the bidder. If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. The contractor, subcontractor or sub-subcontractor (hereinafter referred to as the "Entity") that will perform any specific area of work indicated by the blackened box below, may have performed the required prior project(s) as a prime contractor, subcontractor or sub-subcontractor. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

☐ **Trunk Water Main Work:** The Entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.

☐ **Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The Entity that will perform any BMP Work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

For professional services in connection with BMP Work (i.e., monitoring and reporting services), the individual who will perform the required services must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. Additional requirements are set forth below.

- ☐ The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
- ☐ The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.

☐ **Micro-Tunneling/Pipe Jacking Work:** The Entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

☐ **OTHER:** _____

_____

(B) SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:

The requirements in this Section (B) apply to this contract where indicated by a blackened box (■).

The Special Experience Requirements set forth below apply to the Entity that will perform the specific area of work. **Compliance with such Special Experience Requirements will be determined solely by the City after an award of contract. Within two (2) weeks of award of contract, the contractor will be required to submit the qualifications of the Entity that will perform the specific area of work.** If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

Special Experience Requirements apply to the Entity that will perform any specific area of work indicated by a blackened box. The Entity may have performed the required prior project(s) as a prime contractor, subcontractor or sub-subcontractor.

☐ **Hazmat Work:** Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The Entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.

☐ **Pile, CFA Pile, and/or Mini-Pile Work:** The Entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with Pile Work (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

☐ **Construction Report, Monitoring and Post-Construction Report, and Continuous Real-Time Monitoring For Vibrations and Movements and Post-Construction Report Work:** The Entity that will perform the Construction Report, Monitoring For Vibrations And Movements, and Post-Construction Report Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with Reporting and Monitoring Work (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

☐ **OTHER:** _____

_____

(C) **SPECIFICATIONS:** In the event of any conflict, omission or inconsistency between (1) the Specifications and/or Contract Drawings, and (2) the Special Experience Requirements in Section (B) of the Special Notice to Bidders, the special experience listed in the Specifications and/or Contract Drawings shall be controlling. The Special Experience Requirements in Section (B) of this Special Notice to Bidders are only for the convenience of the bidders.

(D) **SUBMISSION REQUIREMENTS:** For each project submitted to demonstrate compliance with the Special Experience Requirements, the bidder must complete and submit the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

If Special Experience Requirements are indicated for any specific area of work, the submission requirement set forth above shall apply to the entity that will perform the specific area of work.

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

- Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which the principal or other employee was affiliated, and (b) a significant management role in the entity submitting the bid for a period of at least six (6) months, or from the inception of the bidding entity.

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

(F) **JOINT VENTURES**: In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.

M/WBE PROGRAM: M/WBE UTILIZATION PLAN

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

Schedule B: M/WBE Utilization Plan: The M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet starting on page A-37. The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

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

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet starting on page A-39.

The bidder's submission of Schedule B must include both the Vendor Certification and Required Affirmations (see Section V of Part II). If the bidder does not provide a complete Schedule B submission at the time of bid, the Agency will deem the bid to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder has submitted a Schedule B where the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so will result in a determination that the Bid is non-responsive. Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) calendar days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participation Goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program ("LBE"). The LBE Program's requirements are set forth in Article 67 of the Contract.

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided

further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

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

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

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

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

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-**

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

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work**. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

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

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

amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

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

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

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

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

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

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

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance**

with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals.** In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

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

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals

through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

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

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

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

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

PRE-AWARD PROCESS

The bidder is advised that as part of the pre-award review of its bid, the Agency will require the three lowest apparent responsive and responsible bidders to submit the information described in Sections (A) through (D) below. These bidders will be notified by DDC (by email, facsimile, or in writing), and the Agency's notice will specify the types of information that the bidder must submit to the Agency. The types of information the bidder may be required to submit are described below. Once notified, the bidder must submit such information to the Agency within five (5) business days following receipt of notification from DDC that it is among the low bidders. In the event the bidder fails to submit the required information within the specified time frame, the Agency may reject the bid as being non-responsive.

In the event the bidder fails to submit the required information within the specified time frame, the Agency may reject the bid as being nonresponsive.

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(A) **Project Reference Form**: The bidder must complete and submit the Project Reference Form set forth starting on page A-47 of this Bid Booklet. The Project Reference Form consists of three (3) parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **Copy of License**: 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**: 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 (3) 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, the bidder 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 (3) 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**: 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) The bidder's expected means of financing the project. This submission should be based on the assumption that the contractor is required to finance two times (2X) the average monthly billings for the project throughout the contract period.
(8) Any other issues the bidder sees as impacting the contractor's 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.

PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the **Procurement and Sourcing Solutions Portal (PASSPort)**, a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and file all disclosure information using PASSPort. **Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.**

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

CONSTRUCTION EMPLOYMENT REPORT

All bidders will be required to submit either a Construction Employment Report (CER) if the bid amount is $1,000,000 or greater.

The CER template form is available online at:
https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Constru_Employ_Rpt.pdf

Instructions for completing the Construction Employment Report are available online at:
https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Cons_Employ_Rpt_Inst.pdf

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

REQUIRED FORMS

(NO TEXT ON THIS PAGE)

BID FORM

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

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

PROJECT ID: SANDRESEP

PARK RECONSTRUCTION, INCLUDING INTERIM PARK RECONSTRUCTION AND RELOCATION OF EXISTING TREES

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

Name of Bidder: J. Pizzinusso Landscaping Corp.

Date of Bid Opening: 7104 Avenue W Brooklyn, NY 11234.

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

Place of Business of Bidder: 1-10-20

Bidder's Telephone Number: 718-531-6084 Fax Number: 718-531-6677

Bidder's E-Mail Address: JPLCorp@AOL.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: John Pizzinusso
2848 Lindenmere Pl, Bellmore NY 11710

Name and Home Address of Secretary: Joseph Pizzinusso.
3009 Judith Dr., Bellmore NY 11710.

Name and Home Address of Treasurer: Same as President

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 the bidder, the bidder and the bidder's 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" 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 the bidder's 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 the bidder 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 the bidder will comply with: (1) the provision of the contract on providing records, Chapter 8.

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

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

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

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

Section V - Vendor Certification and Required Affirmations:

I hereby:

1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;

2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;

3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

BID FORM

PROJECT ID. SANDRESEP

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)

$ 1,899,000.00

BY 1/10/2020

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: J. PIZZIRUSSO Landscaping CORP.

By: _____
(Signature of Partner or corporate officer)

Vice President
Secretary of Corporate Bidder

Attest:
(Corporate Seal)

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF_____ ss:
_____being duly sworn says:
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

_____
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
_____ day of_____, _____

_____
Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF_____ ss:
_____ being duly sworn says:
I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

_____
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
_____ day of_____, _____

_____
Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Kings ss:
Joseph Pizzirusso being duly sworn says:
I am the Vice President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at
3009 Judith Dr, Bellmore NY 11710.
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
9th day of January, 2020

Joanna Cascio
Notary Public

JOANNA MARIA CASCIO
Notary Public, State of New York
No. 01CA6328330
Qualified in Kings County
Commission Expires July 27, 2023

AFFIRMATION

PROJECT ID. SANDRESEP

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: J. PizziRusso Landscaping CORP.
Address: 2400 E 69th St
City Brooklyn State NY Zip Code 11234

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
11-3539578

By: _____
Signature

Title: Vice 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.

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we,

J. Pizzirusso Landscaping Corp.

2400 East 69th Street,Brooklyn, NY 11234

hereinafter referred to as the "Principal", and

Liberty Mutual Insurance Company

175 Berkeley Street,Boston, MA 02116

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 (10%) of Total Amount Bid

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

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

East Side Coastal Resiliency - Early Package - Park Reconstruction - SANDRESEP

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.

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 31st day of December, 2019.

(Seal)

J. Pizzirusso Landscaping Corp. (L.S.)

Principal

By:

(Seal)

Liberty Mutual Insurance Company

Surety

By:

Loriann P. Fay, Attorney-in-Fact

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Kings ss:
On this 9th day of January, 2020, before me personally came Joseph Pizzirusso to me known, who, being by me duly sworn, did depose and say that he resides at 3009 Judith Dr, Bellmore NY 11710
that he is the Vice President of J. Pizzirusso Landscaping Corp.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

JOANNA MARIA CASCIO
Notary Public, State of New York
No. 01CA6328330
Qualified in Kings County
Commission Expires July 27, 2023

Joanna Cascio
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

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

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

_____
Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

SURETY COMPANY'S ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Suffolk) ss.:
CITY OF Northport)

On this 31st day of December in the year 2019 before me personally came Loriann P. Fay, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in East Northport, NY, that he/she/they (is) (are) the Attorney-In-Fact duly appointed of the Liberty Mutual Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

NOTARY PUBLIC

GEOFFREY LESNIAK
Notary Public, State of New York
No. 01LE6376846
Qualified in Kings County
Commission Expires June 18, 2022

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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200197**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Loriann P. Fay

all of the city of Northport 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 31st day of December, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 31st day of December, 2019.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, 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

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets

Cash and Bank Deposits	$464,341,712
*Bonds — U.S Government	2,259,714,810
*Other Bonds	11,864,776,740
*Stocks	16,527,715,226
Real Estate	255,809,551
Agents' Balances or Uncollected Premiums	5,817,927,234
Accrued Interest and Rents	108,139,840
Other Admitted Assets	11,532,139,744
Total Admitted Assets	**$48,830,564,857**

Liabilities

Unearned Premiums		$7,851,429,449
Reserve for Claims and Claims Expense		20,165,209,300
Funds Held Under Reinsurance Treaties		384,795,327
Reserve for Dividends to Policyholders		1,111,529
Additional Statutory Reserve		62,866,000
Reserve for Commissions, Taxes and Other Liabilities		3,999,822,802
Total		**$32,465,234,407**
Special Surplus Funds	$43,108,583	
Capital Stock	10,000,000	
Paid in Surplus	10,044,912,727	
Unassigned Surplus	6,267,309,139	
Surplus to Policyholders		**16,365,330,449**
Total Liabilities and Surplus		**$48,830,564,856**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance 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, 2018, 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 22nd day of March, 2019.

T A Mikolajewski

Assistant Secretary

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: J. Pizzinusso Landscaping Corp.

Name of Project: Reconstruction of New Lots Triangle

Location of Project: Brooklyn, NY.

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

Name: Martin Golami.

Title: Resident Engineer. Phone Number: 718-699-1235.

Brief description of the Project completed or the Project in progress: Water Mains. Drainage, Asphalt, Sidewalk, Curbs.

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

Amount of Contract, Subcontract or Sub-subcontract: $2,665,326.97.

Start Date and Completion Date: 6-8-16 through 12-15-17

****

Name of Contractor: J. Pizzinusso Landscaping Corp

Name of Project: Mult. Site Pedestrian Safety.

Location of Project: Queens, NY Various Locations

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

Name: Arumbai Sutton.

Title: Resident Engineer. Phone Number: 718-502-8767

Brief description of the Project completed or the Project in progress: Water Mains Bus Pad, Asphalt, Sidewalk, Curbs.

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

Amount of Contract, Subcontract or Sub-subcontract: $2,130,068.30.

Start Date and Completion Date: 12-7-16 through 8-26-2019.

QUALIFICATION FORM

Name of Contractor: SEE ATTACHED

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: _____

QUALIFICATION FORM

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: _____

QUALIFICATION FORM

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: _____

SCHEDULE B: M/WBE UTILIZATION PLAN

Tax ID #: 11-353 9578 APT E-PIN #: 85020B0042

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

Part I to be completed by contracting agency

Contract Overview

APT E- Pin #	**85020B0042**	**FMS Project ID#:**	**SANDRESEP**
Project Title/ Agency PIN #	**EAST SIDE COASTAL RESILIENCY FROM JACKSON STREET TO CHERRY STREET / 8502020RC0004C**		
Bid/Proposal Response Date	**January 10, 2020**		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Ave. **City** Long Island City **State** NY **Zip Code** 11101		
Contact Person	**Janelle Husain**	**Title**	**MWBE Liaison & Compliance Analyst**
Telephone #	**(718) 391-1322**	**Email**	**HusainJa@ddc.nyc.gov**

Project Description *(attach additional pages if necessary)*

EAST SIDE COASTAL RESILIENCY
PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND
RELOCATION OF TREES AT VARIOUS LOCATIONS
TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

M/WBE Participation Goals for Services
Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services, etc.

Prime Contract Industry: Construction

Group	Percentage	
Unspecified	**9%**	
or		
Black American	**UNSPECIFIED***	
Hispanic American	**UNSPECIFIED***	
Asian American	**UNSPECIFIED***	
Women	**UNSPECIFIED***	
Total Participation	**9 %**	**Line 1**

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

(NO TEXT ON THIS PAGE)

Tax ID #: 11-3539578 APT E-PIN #: _____

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.
Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 5 and 6 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID #	11-3539578	**FMS Vendor ID #**	
Business Name	J. Pizzirusso Landscaping Corp.	**Contact Person**	Joseph Pizzirusso
Address	2400 E 69th St, Bklyn NY 11234		
Telephone #	718-531-6084	**Email**	JPLCORP@aol.com

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

☐ **For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.**

Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.

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

Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 1)		Calculated M/WBE Participation Amount
$ 1,899,000.00 (2)	X	9%	=	$ 170,910.00 Line 2

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

☐ **For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.**

Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.

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

Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
$	X		=	$ Line 3

Tax ID #: 11-3539578 APT E-PIN #: _____

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

☐ As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:

☐ MBE ☐ WBE

☐ As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

☑ As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 9

✓ Scopes of Subcontract Work

Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

1. TRUCKING MBE $85,455.00
2.
3. LANDSCAPING WBE $85,455.00
4.
5.
6. WORK TO BEGIN 30 DAYS FROM OTW
7. THROUGHOUT THE CONTRACT.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.

Tax ID #: 11-3539578 APT E-PIN #: _____

Section V: Vendor Certification and Required Affirmations

I hereby:

1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;

2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;

3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature		**Date**	1/9/20
Print Name	Joseph Pizzirusso	**Title**	Vice President

Tax ID #: 11-3539578 APT E-PIN #: _____

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

Contract Overview

Tax ID # _____ **FMS Vendor ID #** _____

Business Name _____

Contact Name _____ **Telephone #** _____ **Email** _____

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

APT E-PIN # (for this procurement): _____ **Contracting Agency:** _____

***M/WBE Participation Goals** as described in bid/solicitation documents*

_____ % **Agency M/WBE Participation Goal**

Proposed M/WBE Participation Goal ***as anticipated by vendor seeking waiver***

_____ % **of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.**

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

☐ **Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.**

☐ **Vendor subcontracts *some* of this type of work but at a *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)**

☐ **Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.**

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO. _____ **AGENCY** _____ **DATE COMPLETED** _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

CONTRACT NO. _____ **AGENCY** _____ **DATE COMPLETED** _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

CONTRACT NO. _____ **AGENCY** _____ **DATE COMPLETED** _____

Total Contract Amount $ _____ **Total Amount Subcontracted** $ _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

Tax ID #: 11-3539578 APT E-PIN #: _____

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

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

TYPE OF Contract _____ **ENTITY** _____ **DATE COMPLETED** _____

Manager at entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted $** _____

Type of Work Subcontracted _____

TYPE OF Contract _____ **AGENCY/ ENTITY** _____ **DATE COMPLETED** _____

Manager at agency/entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted $** _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

TYPE OF Contract _____ **AGENCY/ ENTITY** _____ **DATE COMPLETED** _____

Manager at entity that hired vendor (Name/Phone No./Email) _____

Total Contract Amount $ _____ **Total Amount Subcontracted $** _____

Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____ Item of Work Subcontracted and Value of subcontract _____

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

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ **Date:** _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____ **Date:** _____

Waiver Determination

Full Waiver Approved: ☐

Waiver Denied: ☐

Partial Waiver Approved: ☐

Revised Participation Goal: ____%

APPRENTICESHIP PROGRAM REQUIREMENTS

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

__X__ 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 two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: J. PIZZIRUSSO Landscaping CORP.

Project ID Number: ~~SANDRESM2~~ SANDRESEP

The Bidder MUST complete, sign and submit this Apprenticeship Program Questionnaire with its bid.

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

   ✓ YES _____ NO

2. Has/have the bidder's Apprenticeship Program agreement(s) been registered with, and approved by the New York State Commissioner of Labor ("NYSDOL Commissioner")?

   ✓ YES _____ NO

3. Has/have the bidder's Apprenticeship Program successfully passed the two-year Probation period following its initial registration with the New York State Department of Labor ("NYSDOL")?

   ✓ YES _____ NO

If the answers to Questions 1, 2, and 3 are "Yes". The bidder shall, in the space below (and/or attached herewith where applicable), provide the contact information for such Apprenticeship Program(s) as well as information demonstrating that such Apprenticeship Program(s) have passed the two-year Probation period following its initial registration with the NYSDOL. (The bidder may attach additional pages if necessary).

- **Where the bidder directly sponsors any such apprenticeship Program(s),** the bidder shall provide the following:
  - The trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner; and/or
  - A copy of a letter(s) from the NYSDOL, on NYSDOL's letterhead, executed by an official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner and the Active status of such program(s).

- **Where the bidder participates in any such Apprenticeship Program(s) through its membership in an employer organization(s) that directly sponsors such program(s) or where the employer association(s) participates in such program(s) through collective bargaining,** the bidder shall provide the following:
  - The contact information for the employer organization(s), and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith, and the date such program(s) was/were approved by the NYSDOL Commissioner; or
  - A letter(s) from such employer organization(s), on letterhead of such organization(s), executed by an officer, delegate or official thereof, which verifies/verify the trade classification(s) covered by such program(s) was/were approved by the NYSDOL Commissioner, and that the bidder is both a member in good standing of the identified employer organization and is subject to the provisions of the Apprenticeship Program agreement(s) sponsored thereby.

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

- **Where the bidder participates in any such Apprenticeship Programs through collective bargaining agreements,** the bidder shall provide the following:
    - The contact information for such collective bargaining entity(ies) and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith;
    - A letter(s) from such collective bargaining entity(ies), on letterhead of such entity(ies), executed by an officer, delegate or official thereof, which verifies/verify the bidder's status as a signatory/participant in good standing to such collective bargaining entity(ies) Apprenticeship Program Agreements.

J. PIZZIRUSSO Landscaping CORP. has collective bargaining agreements with the following:

LOCAL 731 LABORERS
LOCAL 1010 LABORERS
LOCAL 15 OPERATING ENGINEERS
LOCAL 14 OPERATING ENGINEERS
LOCAL 780 MASONS
MERIT APPRENTICESHIP ALLIANCE

Bidder: J. PIZZIRUSSO Landscaping CORP.

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

Date: 1/9/20

PROJECT REFERENCE FORMS

A. PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last four (4) years, up to a maximum of 10 years, 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)
SEE ATTACHED					

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

List all contracts currently under construction similar to the contract being awarded.

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

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 Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
SEE ATTACHED					

J. Pizzirusso Landscaping Corp (Jobs as Prime Contractor) Since 2015

	Contract #	Description	Year of Award	Agency	Percent Complete	Comptroller #	Contract Amount
1	Q015-113M	Reconstruction of Forest Park- Queens	2015	NYCDPR	100%	20151414522	$ 1,313,560.00
2	Q020-111M	Reconstruction of Ballfields- Highland Pk. Queens	2015	NYCDPR	100%	20151407249	$ 2,594,360.00
3	GKNC1501	Right of way Bioswales - Brooklyn	2015	Liro/EDC	100%	N/A	$ 4,739,505.00
4	GK26W3-03	Right of way Bioswales - Brooklyn	2015	HR/EDC	100%	N/A	$ 4,132,284.00
5	QG-813M	Right of way Bioswales - Queens	2015	NYCDPR	100%	20141417191	$ 2,658,000.00
6	B073-214M	Reconstruction of Ballfields- Prospect Pk. Brooklyn	2016	NYCDPR	100%	20161418031	$ 2,086,704.00
7	BG-1315M	Planting of Street Trees - Brooklyn	2016	NYCDPR	100%	20161413922	$ 1,800,000.00
8	BG-1215M	Planting of Street Trees - Brooklyn	2016	NYCDPR	100%	20161414075	$ 1,800,000.00
9	HWPEDSF1	School Safety Routes @ 31st Street & Broadway, Queens	2016	NYCDDC	100%	20161417326	$ 2,130,068.00
10	HWPLZ009K	Reconstruction of New Lots Triangle- Brooklyn	2016	NYCDDC	100%	20161422876	$ 2,667,626.00
11	X274-113M	Reconstruction of Retaining Walls & Site Mt. Hope Park	2016	NYCDPR	100%	20171403991	$ 3,761,639.01
12	R035-115M	Reconstruction of DeMatti Playground- Staten Island	2016	NYCDPR	100%	20161429777	$ 5,105,370.00
13	GQBB09-01	Right of way Bioswales- Queens	2017	NYCDDC	95%	20161429838	$ 9,110,000.00
14	D004898	Roberto Clemente State Park- Lower Plaza Reconstruction	2017	NYSPRHP		N/A	$ 5,100,000.00
15	B057-114M	Reconstruction of Dr. John's Playground, Brooklyn	2017	NYCDPR	100%	20171409895	$ 2,681,600.00
16	GQBB06-03-1	Right of way Bioswales -Queens	2017	NYCDEP	95%	2017146974	$ 9,707,000.00
17	SECBRPQ10-R	Installation of New Catch Basins - Queens, Brooklyn & Bronx	2017	NYCDDC	100%	20181405056	$ 5,160,000.00
18	HWBUSPAD6	Installation or Replacement of Bus Pads Citywide	2017	NYCDDC	95%	20181400711	$ 3,204,632.00
19	SANDHW15	Reconstruction of Father Capodanno Blvd. - Midland Beach	2018	NYCDDC	100%	20181412527	$ 6,445,703.00
20	SANDHW14	Reconstruction of Father Capodanno Blvd. - South Beach	2018	NYCDDC	90%	20181420093	$ 18,180,900.00
21	B429-116M	Reconstruction Of The Ballfield, Playground, Sitting area and Perimeter Sidewalks at Hope Ballfield, Located on the Southwest side of Knickerbocker A venue Between Menahan and Grove Streets, In The Bororugh of Brooklyn	2018	NYCDPR	100%	20181416171	$ 2,927,210.00
22	HWMWTCB5A	Reconstruction of Liberty Street	2018	NYCDDC	100%	20181427663	$ 1,951,333.21
23	RED-385	Installation of Water Mains & Appurtenances in the Boroughs of Staten Island and Brooklyn	2018	NYCDDC	95%	20181425084	$ 4,650,000.00
24	R153-118M	The Construction of a Multi-Purpose Field, Parking Area Retention Areas, Paths and Landscaping in Fairview Park, Located on Mohr Street Between Arthur IGII Road and Veterans Road West, in the Borough of Staten Island	2019	NYCDPR	50%	20191407986	$ 12,288,411.60
25	MIBBNC003	Installation of Storm and Sanitary Sewers	2019	NYCDDC	0%	Pending	$ 32,070,051.14
						TOTAL	**$ 148,265,956.96**

J. Pizzirusso Landscaping Corp.

2400 E. 69th Street
Brooklyn, N.Y. 11234
Tel: (718) 531-6084 / Fax: (888) 531-8856

February 25, 2019

List of references:

1.

Contract No. HWPEDSF1 - Multi-Site Pedestrian Safety
Owner: NYC DDC
Scope of Work: Reconstruction of sewer/water, intallation of bus pads, and reconstruction of curbs and sidewalks.
Contact Person: Mohammed Sadiq, EIC. 718-391-2318

2.

Contract No. HWPLZ009K - Reconstruction of New Lots Plaza
Owner: NYC DDC
Scope of Work: Reconstruction of sewer/water, intallation of bus pads, and reconstruction of curbs and sidewalks.
Contact Person: Martin Germani, RE. 718-649-1235

3.

Contract No. D004898 – Lower Plaza Reconstruction – Roberto Clemente State Park
Owner: NYS DPRHP
Scope of Work: Intallation of drainage systems, bioswales, park reconstruction
Contact Person: Stephen McCorkell, PM. 518-397-4198

4.

Contract No. SECBRPQ10 Reconstruction of Catch Basins
Owner: NYC DEP
Scope of Work: Installation and reconstruction of drainange basins
Contact Perron: Brian Koch, PM. 718 595 5717

5.

Contract No. X274-113M – Reconstruction of Mount Hope Garden
Owner: NYC DPR
Scope of Work: Installation of retaining walls and chambers, park reconstruction
Contact Person: Leon Fendley, PM. 646-879-6662

Joseph Pizzirusso

Vice President

(NO TEXT ON THIS PAGE)

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. This Safety Questionnaire will be reviewed as per Section V of the Safety Requirements for Construction Contracts, found in Volume 2 of the Contract.

1. Bidder Information:

Company Name: J. Pizzirusso Landscaping Corp DBA JPL Industries

DDC Project Number: SANDRESEP

Company Size: ☐ Ten (10) employees or less

☑ Greater than ten (10) employees

Company has previously worked for DDC: ☑ YES ☐ NO

2. Type(s) of Construction Work:

Identify the types of work that the Bidder has performed in the last three years, and the types of work that are part of this Contract.

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 Bidder / Contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the Bidder cannot obtain its EMR, it must submit a written explanation as to why.

The Bidder 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
2017	.85	N/A
2018	.95	N/A
2019	1.02	N/A.

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

4. OSHA Information:

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

☐ YES ☑ NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).

The OSHA Form 300 "Log of Work-Related Injuries and Illnesses" and OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" must be submitted for the last three years for Contractors with more than ten employees.

The Bidder / Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

The Bidder / Contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) 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 Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) weeks per year.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2017	79,993	7.5
2018	127,057	3.15
2019	173,359	1.15

If the Bidder's / 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 Bidder / Contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

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

5. Safety Performance on Previous DDC Project(s)

☐ YES ☒ NO Fatality or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye) on DDC Project(s) within the last three (3) years.

DDC Project Number(s): _____, _____, _____

The Bidder hereby affirms that all the information provided in this Safety Questionnaire and all additional pages and/or attachments, if applicable, consist of accurate representations.

Date: 1-9-20 By: _____
(Signature of Bidder / Owner, Partner, Corporate Officer)

Title: VICE PRESIDENT

(NO TEXT ON THIS PAGE)

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

[*Please Check One*]

BIDDER'S CERTIFICATION

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

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

SIGNATURE

Joseph Pizzirusso
PRINTED NAME

Vice President
TITLE

Sworn to before me this
9th day of Jan, 2020

Joanna Cascio
Notary Public

JOANNA MARIA CASCIO
Notary Public, State of New York
No. 01CA6328330
Qualified in Kings County
Commission Expires July 27, 2023

Dated:

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 item numbers 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 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.

(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 - 10

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM IN THIS BID BOOKLET.

BID SCHEDULE FORM

001	4.21 TREE CONSULTANT	144.00	P/HR	75 00	10,800 00
002	6.02 AAN UNCLASSIFIED EXCAVATION	429.00	C.Y.	100 00	42,900 00
003	6.34 ADT TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH	820.00	L.F.	65 00	53,300 00
004	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	2.00	C.Y.	3,500 00	7,000 00
005	6.40 DU ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU)	18.00	MONTH	15,000 00	270,000 00
006	6.41 LINE AND GRADE SURVEYS	1.00	L.S.	25,000 00	25,000 00
007	6.43 D DIGITAL PHOTOGRAPHS	100.00	SETS	20 00	2,000 00
008	6.55 SAWCUTTING EXISTING PAVEMENT	20.00	L.F.	5 00	100 00

BID SCHEDULE FORM

009	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.	10,000	00	10,000	00
010	7.13 B MAINTENANCE OF SITE	12.00	MONTH	10,000	00	120,000	00
011	7.88 AA RODENT INFESTATION SURVEY AND MONITORING	1.00	L.S.	8,500	00	8,500	00
012	7.88 AB RODENT BAIT STATIONS	25.00	EACH	90	00	2,250	00
013	7.88 AC BAITING OF RODENT BAIT STATIONS	25.00	EACH	25	00	625	00
014	7.88 AD WATERBUG BAIT APPLICATIONS	12.00	BLOCK	90	00	1,080	00
015	70.81CB CLEAN BACKFILL	210.00	C.Y.	75	00	15,750	00
016	ESCR 6.01 AB CLEARING AND GRUBBING	0.70	ACRE	267,150	00	187,005	00

BID SCHEDULE FORM

017	**ESCR 9.30** STORM WATER POLLUTION PREVENTION	1.00	L.S.	40,000 00	40,000 00
018	**HW-900H** ALLOWANCE FOR CITY WORK ACCELERATION **PRICE BID SHALL BE FOR THE FIXED SUM OF $ 170,000.00**	1.00	F.S.	170,000 00	$170,000 00
019	**PK-10** BROKEN STONE, LOOSE MEASURE	10.00	C.Y.	100 00	1,000 00
020	**PK-ESCR 109** SOD NEW LAWN	39,520.00	S.F.	3 50	138,320 00
021	**PK-ESCR 1318** TREE REMOVAL (12" - 18" DBH)	1.00	EACH	1,000 00	1,000 00
022	**PK-ESCR 140** TRANSPLANT TREE UP TO 4" CALIPER	17.00	EACH	2,000 00	34,000 00
023	**PK-ESCR 140 B** TRANSPLANT TREE OVER 4" TO 6" CALIPER	1.00	EACH	5,000 00	5,000 00
024	**PK-ESCR 149** GEOTEXTILES-SEPARATION	22.00	S.Y.	10 00	220 00

BID SCHEDULE FORM

025	**PK-ESCR 2530S** STUMP REMOVAL OVER 24" TO 30" IN DIAMETER	1.00	EACH	1,000 00	1,000 00
026	**PK-ESCR 621** WATER TAP 2" DIA.	1.00	EACH	9,375 00	9,375 00
027	**PK-ESCR 623** CURB AND PROPERTY LINE VALVES - 2" DIA.	1.00	SETS	1,375 00	1,375 00
028	**PK-ESCR 625** RPZ & WATER METER W/REMOTE AND STRUCTURE - 2" DIA.	1.00	EACH	40,000 00	40,000 00
029	**PK-ESCR 626** PLUG VALVE - 1" DIA.	2.00	EACH	450 00	900 00
030	**PK-ESCR 628** PLUG VALVE - 1-1/2" DIA.	5.00	EACH	500 00	2,500 00
031	**PK-ESCR 630** TYPE "K" COPPER TUBING - 1" DIA.	130.00	L.F.	42 00	5,460 00
032	**PK-ESCR 631** TYPE "K" COPPER TUBING - 1-1/4" DIA.	30.00	L.F.	43 00	1,290 00

BID SCHEDULE FORM

COL. 1 ITEM NO.	COL. 2	COL. 3 ENGINEER'S ESTIMATE QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
033	**PK-ESCR 632** TYPE "K" COPPER TUBING - 1-1/2" DIA.	350.00	L.F.	44	00	15,400	00
034	**PK-ESCR 633** TYPE "K" COPPER TUBING - 2" DIA.	350.00	L.F.	45	00	15,750	00
035	**PK-ESCR 634** CAST IRON VALVE BOX, 5 1/4" DIA.	8.00	EACH	225	00	1,800	00
036	**PK-ESCR 637** BOTTLE FILLER W/ HI-LO DRINKING FOUNTAIN BASINS	1.00	EACH	18,000	00	18,000	00
037	**PK-ESCR 640** GROUND HYDRANT - 1" DIA.	4.00	EACH	1,875	00	7,500	00
038	**PK-ESCR 644** SERVICE CAST IRON SOIL PIPE - 4" DIA.	10.00	L.F.	50	00	500	00
039	**PK-ESCR 717** SHREDDED BARK MULCH	45.00	C.Y.	100	00	4,500	00
040	**PK-ESCR 747A** FULL DEPTH ASPHALT PAVEMENT	30.00	S.Y.	200	00	6,000	00

BID SCHEDULE FORM

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE DOLLARS	UNIT PRICE CENTS	AMOUNT DOLLARS	AMOUNT CENTS
041	**PK-ESCR 752** TOPSOIL FOR SEEDED AND SODDED AREAS	2,749.00	C.Y.	100	00	274,900	00
042	**PK-ESCR 764 B** TEMPORARY WOODEN TREE GUARD FOR GROVES	640.00	L.F.	20	00	12,800	00
043	**PK-ESCR 942** TOP DRESS	103.00	C.Y.	250	00	25,750	00
044	**PK-ESCR 945** BIOCHAR	60.00	C.Y.	300	00	18,000	00
045	**PK-ESCR 951 B** COMPOST TEA - PLANTING BED AND PIT AREA	1.00	ACRE	75,000	00	75,000	00
046	**PK-ESCR 965** REMOVE,SALVAGE,STORE AND REINSTALL - COMPOST CENTER	1.00	L.S.	75,000	00	75,000	00

BID SCHEDULE FORM

COL		COL	COL	COL	COL
		QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS

SUB-TOTAL: $ 1,758,650.00

047	6.39 B MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	140,350 00	140,350 00

TOTAL BID PRICE: $ 1,899,000.00

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM IN THIS BID BOOKLET.

C. DRAWINGS

Contract Drawings

General

DRAWING NO.	DESCRIPTION
G001	TITLE SHEET
G002	TABLE OF CONTENTS
G003	LEGENDS AND ABBREVIATIONS SHEET 1 OF 2
G004	LEGENDS AND ABBREVIATIONS SHEET 2 OF 2
G005	GENERAL NOTES SHEET 1 OF 3
G006	GENERAL NOTES SHEET 2 OF 3
G007	GENERAL NOTES SHEET 3 OF 3
G008	KEY MAP SHEET 1 OF 2
G009	KEY MAP SHEET 2 OF 2
ESC300	INTERIM PASSIVE RECREATION SPACE EROSION AND SEDIMENT CONTROL PLAN
EP301	INTERIM PASSIVE RECREATION SPACE TREE PROTECTION PLAN
EP302	INTERIM PASSIVE RECREATION SPACE PARK DEMOLITION SITE PLAN
EP303	INTERIM PASSIVE RECREATION SPACE SITE SUBGRADING PLAN
EP304	INTERIM PASSIVE RECREATION SPACE SITE GRADING PLAN
EP305	INTERIM PASSIVE RECREATION SPACE SOILS PLAN
EP306	INTERIM PASSIVE RECREATION SPACE PLANTING PLAN
EP307	INTERIM PASSIVE RECREATION SPACE SITE SECTIONS
EP308	INTERIM PASSIVE RECREATION SPACE DETAILS
EPT001	TREE TRANSPLANT TABLE
EPT300	TREE TRANSPLANT PLAN SEGMENT 1 - REACH E
EPT301	TREE TRANSPLANT PLAN SEGMENT 2 - REACH F
EPT302	TREE TRANSPLANT PLAN SEGMENT 2 - REACH H

DRAWING NO.	DESCRIPTION
EPT303	TREE TRANSPLANT PLAN SEGMENT 4 - REACH M
EPT304	TREE TRANSPLANT PLAN SEGMENT 6 - REACH Q
EPE100	INTERIM PASSIVE RECREATION SPACE ELECTRICAL DEMOLITION SITE PLAN
EPP001	PLUMBING GENERAL NOTES, LEGEND AND ABBREVIATIONS
EPP100	INTERIM PASSIVE RECREATION SPACE PLUMBING DEMOLITION SITE PLAN
EPP300	INTERIM PASSIVE RECREATION SPACE PLUMBING SITE PLAN
EPP700	PLUMBING DETAILS NO. 1
EPP701	PLUMBING DETAILS NO. 2
EPP702	PLUMBING DETAILS NO. 3
EPD300	INTERIM PASSIVE RECREATION SPACE DRAINAGE SITE PLAN

Standard Drawings

Note: See the "Specifications and Standards of New York City" sheet in Volume 3 of this contract for obtaining Standard Drawings.

NYCDOT Standard Details of Construction

DRAWING NO.	DESCRIPTION
H-1003B	PEDESTRIAN CROSSWALKS-MALL TYPE B
H-1004	TYPICAL TEMPORARY PEDESTRIAN PASSAGEWAY IN ROADWAY AREA DURING CONSTRUCTION
H-1005	BUS STOP IN NEW ROADWAY
H-1010	STEEL FACED CONCRETE CURB, STEEL FACING TYPE D
H-1011	SIDEWALK PEDESTRIAN RAMPS
H-1012	TIMBER CURB
H-1013	ILLUMINATED TIMBER BARRICADE
H-1014	TEMPORARY PEDESTRIAN STEEL BARRICADE
H-1015	STEEL FACED DROP CURB DRIVEWAYS
H-1017	BAR PICKET FENCE (4'-0" HIGH)
H-1034	TYPICAL CONSTRUCTION JOINTS FOR CONCRETE BASE FOR PAVEMENT
H-1036	CONCRETE POURED-IN-PLACE MALL CURB
H-1037	UNDER SIDEWALK DRAIN
H-1038	TYPE III BREAKAWAY BARRICADE
H-1040	TRANSVERSE CONSTRUCTION JOINTS FOR CONCRETE BASE
H-1044	CONCRETE CURB
H-1045	CONCRETE SIDEWALK
H-1046	STREET TREE PLANTING DETAIL TYPE 1
H-1046A	PROTECTIVE TREE BARRIER
H-1047	TYPICAL CURB DETAIL AT EXISTING TREES
H-1049	PLASTIC BARREL
H-1051	TEMPORARY WOODEN STEPS
H-1053	DETAILS FOR CONSTRUCTING AREAS OF ADJUSTMENT AND TRANSITION SECTIONS
H-1054	LIMITS OF MEASUREMENT FOR PAYMENT OF TEMPORARY ASPHALT PAVEMENT

DRAWING NO.	DESCRIPTION
H-1055	PAVEMENT KEY TYPE A, B-1, B-2, C
H-1057	TEMPORARY STORAGE AREA
MS-1000	NEW YORK CITY COMPARISON OF DATUM PLATES
MS-1001	SIDEWALK PAVEMENT LIMITS
MS-1003	TYPICAL ROADWAY CROSS-SECTION/RESURFACING
MS-1005	ADJUSTMENT AT CATCH BASINS

NYCDEP Sewer Design Standards

DRAWING NO.	DESCRIPTION
SE1	STANDARD FOR VITRIFIED CLAY PIPE ON CONCRETE CRADLE ON EARTH OR ON ROCK
SE3	STANDARD FOR CIRCULAR REINFORCED CONCRETE PIPE ON CONCRETE CRADLE ON EARTH OR ON ROCK
SE11	STANDARD FOR MANHOLE ON 8" DIA. TO 30" DIA. PIPE SEWERS IN DRY LOCATION
SE12	STANDARD FOR MANHOLE ON 8" DIA. TO 30" DIA. PIPE SEWERS ON PILE IN DRY LOCATION
SE14	STANDARD FOR MANHOLE ON 8" DIA. TO 30" DIA. PIPE SEWERS IN WET LOCATION
SE28A, SE28B, SE28C, & SE28D	STANDARD FOR 4'-0" DIAMETER PRECAST MANHOLE (4 DWGS)
SE31A & SE31B	STANDARD FOR PRECAST MANHOLE DETAILS (2 DWGS)
SE32	STANDARD FOR ALTERNATE MONOLITHIC BASE SECTION FOR PRECAST MANHOLES (POURED IN PLACE)
SE35	STANDARD FOR REMOVABLE PRECAST REINFORCED CONCRETE SLAB
SE39	STANDARD FOR 27" DIAMETER CAST IRON MANHOLE FRAME AND COVER
SE40	STANDARD FOR 27" DIAMETER CAST IRON EXTENSION RING FOR 27" DIAMETER MANHOLE FRAME AND COVER
SE43	STANDARD FOR CAST IRON MANHOLE STEP
SE44	STANDARD FOR CAST IRON MANHOLE STEP (BOLT-ON TYPE)

DRAWING NO.	DESCRIPTION
SE45	STANDARD FOR CIRCULAR CAST IRON MANHOLE STEP (BOLT-ON TYPE)
SE46	STANDARD FOR PLASTIC MANHOLE STEP
SE47	STANDARD FOR TYPE 1 CATCH BASIN (WITH CURB PIECE)
SE48	STANDARD FOR TYPE 2 CATCH BASIN (WITHOUT CURB PIECE)
SE49B	STANDARD FOR TYPE 3 CATCH BASIN (WITH CURB PIECE)
SE52A & SE52B	STANDARD FOR PRECAST TYPE 1 CATCH BASIN (2 DWGS)
SE53A	STANDARD FOR PRECAST TYPE 2 CATCH BASIN
SE53B	STANDARD FOR SPLIT PRECAST TYPE 2 CATCH BASIN
SE54B	STANDARD FOR PRECAST TYPE 3 CATCH BASIN (WITH CURB PIECE)
SE55C	STANDARD FOR PRECAST DOUBLE CATCH BASIN
SE57	STANDARD FOR CAST IRON FRAME FOR CATCH BASINS (WITH CURB PIECE)
SE58A	STANDARD FOR CAST IRON FRAME FOR CATCH BASINS (WITHOUT CURB PIECE)
SE58B	STANDARD FOR CAST IRON FRAME FOR TYPE 3 CATCH BASINS (WITH CURB PIECE)
SE59A & SE59B	STANDARD FOR CAST IRON GRATING, BACK PLATE, AND CURB PIECE FOR CATCH BASINS (2 DWGS)
SE60	STANDARD FOR CAST IRON HOOD AND HOOKS FOR CATCH BASINS
SE61	STANDARD FOR DUCTILE IRON PIPE ALTERNATIVE
SE62	STANDARD FOR HOUSE CONNECTIONS
SE67	STANDARD FOR CONSTRUCTION OF CATCH BASIN (NO EXISTING CURB)
SE70	STANDARD FOR MINIMUM LOAD DIAGRAM FOR NON-WATERTIGHT SHEETING DESIGN
SE71	STANDARD FOR MINIMUM LOAD DIAGRAM FOR WATERTIGHT SHEETING DESIGN

NYCDEP Water Main Standard Drawings

DRAWING NO.	DESCRIPTION
10240-A-Z	VALVE BOX SKIRT, CAST IRON
10241-A-Z	HYDRANT VALVE BOX, CAST IRON
11576-A-Z	FOUNDATIONS FOR VALVE BOXES
13547-B-Z	WIDE FLANGE MANHOLE HEAD & COVER, CAST IRON
22809-Z	HYDRANT DRAIN BASE
31050-Z	STANDARD METHODS FOR HYDRANT DRAINAGE, 31050-Z SUPERSEDES 11522-Z
44292-B-Z	GRAVEL OR BROKEN STONE BEDDING AND FILTER FABRIC INSTALLATION FOR DUCTILE CAST IRON PIPES
44387-Z-B	RODDING ALL SPECIAL CASTINGS, LEAD & MECHANICAL JOINTS ON LOW PRESSURE WATER MAINS, PUSH-ON JOINT PIPE
45161-A-Z	STANDARD STEEL HYDRANT FENDER
45700-W	STANDARD SUPPORTS FOR WATER MAINS INSTALLED AT SUBWAYS AND IN EXTREMELY YIELDING SOIL
46464-Z	METHOD FOR PROTECTING D.I. WATER MAINS WITH SHALLOW (LESS THAN 24") COVER
WM0401	PAVEMENT EXCAVATION LIMITS FOR PERMANENT RESTORATION IN STREETS NOT PROTECTED BY N.Y.C. ADM. CODE § 19.144, WATER MAINS 20" AND LESS IN DIAMETER
WM0402	PAVEMENT EXCAVATION LIMITS FOR PERMANENT RESTORATION IN STREETS PROTECTED BY N.Y.C. ADM. CODE § 19.144, WATER MAINS 20" AND LESS IN DIAMETER
WM0403	PAVEMENT EXCAVATION LIMITS FOR PERMANENT RESTORATION, WATER MAINS 24" AND LARGER IN DIAMETER

END OF SECTION

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SANDRESEP

EAST SIDE COASTAL RESILIENCY PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF MANHATTAN

ADDENDUM NO. 1

DATED: January 6, 2020

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to Volume 3 of 3, SCHEDULE A, Page SA-1
   Delete Page SA-1, in its entirety;
   Substitute with attached revised SA-1R

2. For additional information see the attached one (1) page of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 1

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

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

Richard Jones, P.E., CWI
Executive Director

J. Pizzimusso Landscaping Corp DBA: JPL Industries
Name of Bidder

By:

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

ADDENDA CONTROL SHEET

BID OPENING DATE: **JANUARY 10, 2020**

PROJECT NO.: **SANDRESEP**

DESCRIPTION: **EAST SIDE COASTAL RESILIENCY PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS**

Addendum		Addendum Contains:					
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	General Counsel Approval
1	01/06/2020	☐	☐	☒	☒	☐ (0)	CMC 1/6/2020
2		☐	☐	☐	☐	☐ (0)	
3		☐	☐	☐	☐	☐ (0)	
4		☐	☐	☐	☐	☐ (0)	
5		☐	☐	☐	☐	☐ (0)	
6		☐	☐	☐	☐	☐ (0)	
7		☐	☐	☐	☐	☐ (0)	
8		☐	☐	☐	☐	☐ (0)	
		☐	☐	☐	☐	☐ (0)	
		☐	☐	☐	☐	☐ (0)	
		☐	☐	☐	☐	☐ (0)	
		☐	☐	☐	☐	☐ (0)	

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SANDRESEP

EAST SIDE COASTAL RESILIENCY PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS

TOGETHER WITH ALL WORK INCIDENTAL THERETO

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Richard Jones, P.E., CWI
Executive Director

_____
Name of Bidder

By: _____

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)

PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS SECTION 26 BID SECURITY The **Contractor** shall obtain a bid security in the amount indicated to the right.	Required provided the TOTAL BID PRICE set forth on the Bid Form is $1,000,000. or more. Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right.	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.
INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS The **Contractor** shall provide the safety personnel as indicated to the right.	■ Project Safety Representative ☐ Dedicated, full-time Project Safety Manager
CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION The **Contractor** shall substantially complete the **Work** in the number of calendar days indicated to the right.	See Page SA-4
CONTRACT ARTICLE 15 LIQUIDATED DAMAGES If the **Contractor** fails to substantially complete the **Work** within the time fixed for substantial completion plus authorized time extensions or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the amount indicated to the right.	$2,000. for each consecutive calendar day over substantial completion time
CONTRACT ARTICLE 17. SUB-CONTRACTOR The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right.	Not to exceed 49 % of the **Contract** price

Project ID: SANDRESEP

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question 1:

On page A-5 of the bid booklet. Performance and Payment Security: Require 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.

On page SA-1 of Schedule A in Vol it states Performance security and payment security shall each be in an amount equal to 50% of contract Price.

Please clarify.

DDC's Response:

Refer to Article No.1 of this Addendum, page A1-1.

Department of Design and Construction

DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: SANDRESEP

EAST SIDE COSTAL RESILIENCY
PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS

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

_____
Contractor

Dated_____, **20**_____

Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

DDC SPONSOR AGENCY:

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

PREPARED BY:

AKRF / KSE JV

DATE PREPARED:

OCTOBER 30, 2019

VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SANDRESEP

INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

EAST SIDE COASTAL RESILIENCY

PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF MANHATTAN

CITY OF NEW YORK

HUD FUNDED

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE

INFORMATION FOR BIDDERS

JULY 2019

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

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the BID BOOKLET, VOLUME 1 OF 3.

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

(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. PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

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) 669-2323.

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 (BID BOOKLET, VOLUME 1 OF 3). 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 (BID BOOKLET, VOLUME 1 OF 3). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

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

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

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

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

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

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at https://www.fiscal.treasury.gov/surety-bonds/.

(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 in the BID BOOKLET VOLUME 1 OF 3.

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. Viewing of Submitted Bid Documents

In accordance with Procurement Policy Board Rules of the City of New York, Section 3-02, the submitted bid documents will be available to view immediately after completion of the bid opening and by appointment for up to 72 hours after the bid opening.

42. 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

FEBRUARY 2019

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

I. POLICY ON SITE SAFETY

II. PURPOSE

III. DEFINITIONS

IV. RESPONSIBILITIES

V. SAFETY QUESTIONNAIRE

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

VIII. EVALUATION DURING WORK IN PROGRESS

IX. SAFETY PERFORMANCE EVALUATION

I. POLICY ON SITE SAFETY

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. RESPONSIBILITIES

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

A. DDC or CM Resident Engineer / Construction Project Manager

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

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

B. Contractors

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

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

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

V. SAFETY QUESTIONNAIRE

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

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

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and
Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
Criteria 5: Past safety performance on DDC projects (accidents; status of safety program and site safety plan submittals; etc.)
Criteria 6: OSHA violation history for the last three (3) years;
Criteria 7: Contractor shall provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

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

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

VIII. EVALUATION DURING WORK IN PROGRESS

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

A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.

B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.

C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.

E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.

F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

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

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this **Contract**:

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

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

ARTICLE 2. DEFINITIONS

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

2.1.1 **"Addendum"** or **"Addenda"** shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 **"Agency"** shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 **"Agency Chief Contracting Officer" (ACCO)** shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

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

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

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

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

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

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

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

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

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

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

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

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

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

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

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

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

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

2.1.23**"Notice to Proceed" or "Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

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

2.1.33 **"Subcontractor"** shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 **"Substantial Completion"** shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 **"Work"** shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor**

of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 *et seq*. In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City** Department of Environmental Protection. In addition, the **Contractor**'s certified Construction Noise Mitigation Plan is subject inspection by the **City** Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the

requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

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

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for

reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand ($1,000) and ten thousand ($10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand ($20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

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

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

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

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

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

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

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

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

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

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor,** and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

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

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be

considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

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

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

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

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

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

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

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

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is

being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller,** the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

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

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, 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. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11,within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

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 both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**..

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project**'s geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);

(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;

(3) Multiply the result of item (2) by 7.25% for the total home office overhead;

(4) Multiply the result of item (3) by 7.25% for the total profit; and

(5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

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

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;

11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

Contractor under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.

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

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

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

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

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

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

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

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

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

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

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** 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 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

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

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident 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/Resident 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/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident 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/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work:**

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

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

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

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

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1] For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor**'s industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of $100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

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

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and 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

[1] In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

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

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

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

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

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

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand ($50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

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

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work,** the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** Determination. Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO,** and **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner,** the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

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

27.7.2 **Agency** Response. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

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

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

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

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER,THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

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

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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

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

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

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

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

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

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

i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

iii. closure of such employee's place of business by order of a public official due to a public health emergency; or

iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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

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

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

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

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

35.5.5 Notice of Rights.

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

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

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

35.5.7 Enforcement and Penalties.

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

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

35.5.8 More Generous Polices and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

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

35.6.2 Job Posting Requirements.

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

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

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **ContrSact** and this Article 35.6 (l) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars ($2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars ($500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

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

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

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this Contract), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty ($50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

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

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller,** where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

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

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

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

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

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

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

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

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller,** such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million ($1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand ($750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the City.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

> 43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

> 44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

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

CHAPTER X: CONTRACTOR'S DEFAULT

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

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

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

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

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

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

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

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

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

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

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

ARTICLE 59. SERVICE OF NOTICES

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

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work,** labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

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 shown in Schedule A, 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**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 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 and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards 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 or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

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

THE CITY OF NEW YORK

By: Lorraine Grills
Commissioner

CONTRACTOR:

By: _____
(Member of Firm or Officer of Corporation)

Title: Vice 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 9 day of March, 20__, before me personally came Joseph Pizzirusso to me known who, being by me duly sworn did depose and say that he resides at Nassau County that he is the Vice 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.

MARIA JOHNSTON
Notary Public, State of New York
No. 01JO6351081
Qualified in Queens County
Commission Expires Nov. 28, 2020

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 9th day of March, 2020, before me personally came Lorraine Grillo 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

MARIA JOHNSTON
Notary Public, State of New York
No. 01JO6351081
Qualified in Queens County
Commission Expires Nov. 28, 2020

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

one million eight hundred ninety-nine thousand

Dollars ($ 1,899,000. -)

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

SANDRESEP

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

Lorraine Grillo
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

NEW YORK CITY PERFORMANCE BOND $5 MILLION OR LESS (SBA APPROVED)

Bond No. 015203364

Executed in Duplicate

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS,
That we, J. Pizzirusso Landscaping Corp.

2400 East 69th Street

Brooklyn, NY 11234

hereinafter referred to as the "Principal,"
and, Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

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

One Million Eight Hundred Ninety-nine Thousand And No/100

($1,899,000.00) 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

East Side Coastal Resiliency - Early Package - Park Reconstruction - SANDRESEP

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

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

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

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

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

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

NEW YORK CITY PERFORMANCE BOND $5 MILLION OR LESS (SBA APPROVED)

25th day of February, 2020

(Seal) J. Pizzirusso Landscaping Corp. (L.S.)
Principal

By _____

(Seal) Liberty Mutual Insurance Company
Surety

By _____
Loriann P. Fay, Attorney-in-Fact

(Seal) _____
Surety

By _____

(Seal) _____
Surety

By _____

(Seal) _____
Surety

By _____

(Seal) _____
Surety

By _____

Bond Premium Rate _____.

Bond Premium Cost _____.

NEW YORK CITY PERFORMANCE BOND $5 MILLION OR LESS (SBA APPROVED)

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.

NEW YORK CITY PERFORMANCE BOND $5 MILLION OR LESS (SBA APPROVED)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Kings ss:

On this 25th day of February 2020, before me personally came

Joseph Pizzirusso,

to me known, who, being by me duly sworn did depose and say that he/she resides at

3009 Judith Dr, Bellmore NY 11710;

that he/she is the Vice President of J. Pizzirusso Landscaping Corp.

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.

Joanna Cascio
Notary Public or Commissioner of Deeds.

JOANNA MARIA CASCIO
Notary Public, State of New York
No. 01CA6328330
Qualified in Kings County
Commission Expires July 27, 2023

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

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.

NEW YORK CITY PERFORMANCE BOND $5 MILLION OR LESS (SBA APPROVED)

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

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.

Affix Acknowledgments and justification of Sureties

SURETY COMPANY'S ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF Suffolk) ss.:

CITY OF Northport)

On this 25th day of February in the year 2020 before me personally came Loriann P. Fay, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in East Northport, NY, that he/she/they (is) (are) the Attorney-In-Fact duly appointed of the Liberty Mutual Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Sharon Joy V. Woodhouse

NOTARY PUBLIC

Sharon Joy Vargas Woodhouse
Notary Public, State of New York
No. 01WO6395419
Qualified in Suffolk County
Commission Expires July 29, 2023

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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200197

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Loriann P. Fay

all of the city of Northport 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 31st day of December, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 25th day of February, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, 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

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets

Cash and Bank Deposits	$464,341,712
*Bonds — U.S Government	2,259,714,810
*Other Bonds	11,864,776,740
*Stocks	16,527,715,226
Real Estate	255,809,551
Agents' Balances or Uncollected Premiums	5,817,927,234
Accrued Interest and Rents	108,139,840
Other Admitted Assets	11,532,139,744
Total Admitted Assets	**$48,830,564,857**

Liabilities

Unearned Premiums		$7,851,429,449
Reserve for Claims and Claims Expense		20,165,209,300
Funds Held Under Reinsurance Treaties		384,795,327
Reserve for Dividends to Policyholders		1,111,529
Additional Statutory Reserve		62,866,000
Reserve for Commissions, Taxes and Other Liabilities		3,999,822,802
Total		**$32,465,234,407**
Special Surplus Funds	$43,108,583	
Capital Stock	10,000,000	
Paid in Surplus	10,044,912,727	
Unassigned Surplus	6,267,309,139	
Surplus to Policyholders		**16,365,330,449**
Total Liabilities and Surplus		**$48,830,564,856**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance 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, 2018, 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 22nd day of March, 2019.

T A Mikolajewski

Assistant Secretary

Bond No. 015203364

PAYMENT BOND (Pg.1) **Executed in Duplicate**

KNOW ALL MEN BY THESE PRESENTS, That we,

J. Pizzirusso Landscaping Corp.

2400 East 69th Street

Brooklyn, NY 11234

hereinafter referred to as the "Principal" and

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

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

One Million Eight Hundred Ninety-nine Thousand And No/100

Dollars,

($1,899,000.00) lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

East Side Coastal Resiliency - Early Package - Park Reconstruction - SANDRESEP

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 of any such Subcontractors, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any Contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the Project, and

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

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

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialman or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs or

otherwise, obtained against either or both of them by a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two (2) years after the complete performance of said Contract and final settlement thereof.

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

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

PAYMENT BOND (Pg.4)

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

this 25th day of February ,2020

(SEAL) J. Pizzirusso Landscpaing Corp. (L.S.)
Principal

By: _____

(SEAL) Liberty Mutual Insurance Company
Surety

By: _____
Loriann P. Fay, Attorney-in-Fact

(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 member of counterparts of the bond corresponding to the number of counterparts of the Contract.

PAYMENT BOND (Pg.5)

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of New York County of Kings ss.:

On this 25th day of February, 20 ,20

before me personally came Joseph Pizzirusso

to me known, who, being by me duly sworn did depose and say that he resides at 3009 Judith Dr, Bellmore NY 11710

that he is the Vice President of J. Pizzirusso Landscaping Corp.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

JOANNA MARIA CASCIO
Notary Public, State of New York
No. 01CA6328330
Qualified in Kings County
Commission Expires July 27, 2023

Joanna Cascio
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of _____ County of _____ ss.:

On this _____ day of _____, ...20

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

PAYMENT BOND (Pg.6)

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of_____ County of _____SS.:

On this _____day of _____, 20____ before me

personally appeared _____ known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
Notary Public

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) a duly certified copy of latest published financial statement of assets and liabilities of Surety.

****

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES

SURETY COMPANY'S ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF Suffolk) ss.:

CITY OF Northport)

On this 25th day of February in the year 2020 before me personally came Loriann P. Fay, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in East Northport, NY, that he/she/they (is) (are) the Attorney-In-Fact duly appointed of the Liberty Mutual Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Sharon Joy V. Woodhouse

NOTARY PUBLIC

Sharon Joy Vargas Woodhouse
Notary Public, State of New York
No. 01WO6395419
Qualified in Suffolk County
Commission Expires July 29, 2023

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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200197

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Loriann P. Fay

all of the city of Northport 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 31st day of December, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 25th day of February, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, 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

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets

Cash and Bank Deposits	$464,341,712
*Bonds — U.S Government	2,259,714,810
*Other Bonds	11,864,776,740
*Stocks	16,527,715,226
Real Estate	255,809,551
Agents' Balances or Uncollected Premiums	5,817,927,234
Accrued Interest and Rents	108,139,840
Other Admitted Assets	11,532,139,744
Total Admitted Assets	**$48,830,564,857**

Liabilities

Unearned Premiums		$7,851,429,449
Reserve for Claims and Claims Expense		20,165,209,300
Funds Held Under Reinsurance Treaties		384,795,327
Reserve for Dividends to Policyholders		1,111,529
Additional Statutory Reserve		62,866,000
Reserve for Commissions, Taxes and Other Liabilities		3,999,822,802
Total		**$32,465,234,407**
Special Surplus Funds	$43,108,583	
Capital Stock	10,000,000	
Paid in Surplus	10,044,912,727	
Unassigned Surplus	6,267,309,139	
Surplus to Policyholders		**16,365,330,449**
Total Liabilities and Surplus		**$48,830,564,856**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance 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, 2018, 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 22nd day of March, 2019.

T A Mikolajewski

Assistant Secretary

Performance Bond #2 (Pages 104 to 107): 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

CERTIFICATE OF LIABILITY INSURANCE

JM

DATE (MM/DD/YYYY): 02/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

GEORGE R GROSSMANN, LUTCF
FARM FAMILY CASUALTY INSURANCE COMPANY
3920 VETERANS MEMORIAL HIGHWAY, SUITE 4A
BOHEMIA, NEW YORK 11716

CONTACT NAME: JESSICA MARTIN
PHONE (A/C, No, Ext): 631-439-4650 FAX (A/C, No): 631-439-4651
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FARM FAMILY CASUALTY INSURANCE CO.	13803
INSURER B: UNITED FARM FAMILY INSURANCE CO.	29963
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

J PIZZIRUSSO LANDSCAPING CORP.
2400 E 69TH STREET
BROOKLYN, NY 11234

COVERAGES **CERTIFICATE NUMBER:** 111691 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		3124X0083	03/21/2019 03/21/2020	03/21/2020 03/21/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 100,000 5,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			3101C3685	02/24/2020	02/24/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			3101E3822	07/27/2019	07/27/2020	EACH OCCURRENCE AGGREGATE	$ $	8,000,000 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	

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

THE CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES, US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), INCLUDING ITS OFFICIALS AND EMPLOYEES, NYC HOUSING AUTHORITY (NYCHA), INCLUDING ITS OFFICIALS AND EMPLOYEES, LOWER EAST SIDE ECOLOGY CENTER

PROJECT ID: SANDRESEP
SCOPE OF WORK: EAST SIDE COASTAL RESLILIENCY, BOROUGH OF MANHATTAN

CERTIFICATE HOLDER

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
30-30 THOMSON AVENUE
4TH FLOOR
LONG ISLAND CITY, NY 11101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George R Grossmann

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The ACORD name and logo are registered marks of ACORD

Project ID.: SANDRESEP

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

GEORGE GROSSMANN

[Name of broker or agent (typewritten)]

3920 VETERANS MEMORIAL HIGHWAY, UNIT 4A
BOHEMIA, NEW YORK 11716

[Address of broker or agent (typewritten)]

GEORGE_GROSSMANN@AMERICAN-NATIONAL.COM

[Email address of broker or agent (typewritten)]

631-439-4650 / 631-439-4651

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

GEORGE GROSSMANN, AGENT

[Name and title of authorized official, broker, or agent (typewritten)]

State of New York)
) ss.:
County of Suffolk)

Sworn to before me this 27th day of February, 2020

NOTARY PUBLIC FOR THE STATE OF New York

JESSICA MARTIN
Notary Public, State of New York
No. 01MA6334354
Qualified in Suffolk County
Commission Expires Dec. 14, 2024

NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 113539578
J. PIZZIRUSSO LANDSCAPING CORP.
2400 EAST 69TH STREET
BROOKLYN NY 11234

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
J. PIZZIRUSSO LANDSCAPING CORP. 2400 EAST 69TH STREET BROOKLYN NY 11234	NYC DDC 30-30 THOMSON AVE 4 FLOOR LONG ISLAND CITY NY 11101

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
K 858 023-5	895716	03/20/2020 TO 03/20/2021	2/27/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 858 023-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

J PIZZIRUSSO LANDSCAPING CORP
JOHN PIZZIRUSSO
JOSEPH PIZZIRUSSO

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 116144667

U-26.3

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
J.PIZZIRUSSO LANDSCAPING CORP
2400 EAST 69 STREET
BROOKLYN, NY 11234

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
7185316084

1c. Federal Employer Identification Number of Insured or Social Security Number
11-3539578

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
NYC Department of Design and Construction
30-30 Thompson Ave
4 floor
Brooklyn, NY 11234

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
D35965-000

3c. Policy effective period
1/1/2001 to 5/12/2020

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/14/2019 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

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 104 to 107): 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.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.

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.

Payment Bond (Pages 108 to 111): 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.

Payment Bond (Pages 108 to 111): 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.

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law Article 8 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 projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to § 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section § 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

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

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

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

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. 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 paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects 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:

https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

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

1) Provide bona fide fringe 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 fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

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

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ASBESTOS HANDLER
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BLASTER

Blaster

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $55.86
Supplemental Benefit Rate per Hour: $44.48

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.00
Supplemental Benefit Rate per Hour: $44.48

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.17
Supplemental Benefit Rate per Hour: $44.48

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.65
Supplemental Benefit Rate per Hour: $44.48

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.33
Supplemental Benefit Rate per Hour: $44.48

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

Overtime Holidays

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

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $59.17
Supplemental Benefit Rate per Hour: $44.59
Supplemental Note: For time and one half overtime - $66.44 For double overtime - $88.28

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $56.32
Supplemental Benefit Rate per Hour: $33.11

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

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

Thanksgiving Day
Christmas Day

Paid Holidays
None

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

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $46.38

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 employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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

Heavy Construction Work

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $54.68
Supplemental Benefit Rate per Hour: $51.73

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineering Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.78
Supplemental Benefit Rate per Hour: $43.44

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $40.19
Supplemental Benefit Rate per Hour: $16.75

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.
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
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
The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $39.56

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

Paid Holidays
None

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

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $34.14
Supplemental Benefit Rate per Hour: $19.00

Tank Helper

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $27.30
Supplemental Benefit Rate per Hour: $19.00

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 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
Thanksgiving Day
Day after Thanksgiving
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.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)
Employed for three (3) years.....two (2) weeks vacation (80 hours)
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:
Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.53

Supplemental Benefit Rate per Hour: $28.95
Supplemental Note: $32.45 on Saturdays; $35.95 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $33.05
Supplemental Benefit Rate per Hour: $20.95
Supplemental Note: $22.45 on Saturdays; $23.95 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: $44.97
Supplemental Benefit Rate per Hour: $40.56
Supplemental Note: Supplemental benefit time and one half rate: $71.19; Double time rate: double the base supplemental benefit rate.

Overtime Description

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

Overtime Holidays

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

Paid Holidays

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

Shift Rates

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

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $40.44
Supplemental Benefit Rate per Hour: $26.70

Core Driller Helper

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $32.12
Supplemental Benefit Rate per Hour: $26.70

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.91
Supplemental Benefit Rate per Hour: $26.70

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $25.70
Supplemental Benefit Rate per Hour: $26.70

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $22.48
Supplemental Benefit Rate per Hour: $26.70

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.91
Supplemental Benefit Rate per Hour: $54.11
Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $55.53 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.59
Supplemental Benefit Rate per Hour: $42.37

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $69.22
Supplemental Benefit Rate per Hour: $51.73

Diver Tender (Marine)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.14
Supplemental Benefit Rate per Hour: $51.73

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $54.63
Supplemental Benefit Rate per Hour: $51.73

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $41.18
Supplemental Benefit Rate per Hour: $49.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $22.08; at double time rate - $29.44

Driver - Tractor Trailer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.84
Supplemental Benefit Rate per Hour: $49.03
Supplemental Note: Over 40 hours worked: at time and one half rate - $19.80; at double time rate - $26.40

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $44.40
Supplemental Benefit Rate per Hour: $49.03
Supplemental Note: Over 40 hours worked: at time and one half rate - $19.80; at double time rate - $26.40

Overtime Description
For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $39.00

Supplemental Benefit Rate per Hour: $45.52
Supplemental Note: Over 40 hours worked: time and one half rate $16.78; double time rate $22.37

Overtime Description
For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
President's Day
Columbus Day
Veteran's Day

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

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN
(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $56.54

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $84.00
Supplemental Benefit Rate per Hour: $60.07

Electrician "A" (Swing Shift)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $65.71
Supplemental Benefit Rate per Hour: $64.36

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $98.57
Supplemental Benefit Rate per Hour: $68.51

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $73.60
Supplemental Benefit Rate per Hour: $70.94

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $110.40
Supplemental Benefit Rate per Hour: $75.59

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

Paid Holidays
None

Shift Rates
When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows: Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $24.92.

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $29.00
Supplemental Benefit Rate per Hour: $23.43
First and Second Year "M" Wage Rate Per Hour: $24.50
First and Second Year "M" Supplemental Rate: $21.07

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $25.26
First and Second Year "M" Wage Rate Per Hour: $36.75
First and Second Year "M" Supplemental Rate: $22.62

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: 7/1/2019 - 3/9/2020
Wage Rate per Hour: $33.40
Supplemental Benefit Rate per Hour: $17.68
Supplemental Note: $16.06 only after 8 hours worked in a day

Effective Period: 3/10/2020 - 6/30/2020
Wage Rate per Hour: $33.90
Supplemental Benefit Rate per Hour: $18.43
Supplemental Note: $16.80 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. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $58.44

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.66
Supplemental Benefit Rate per Hour: $43.52

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $36.61
Supplemental Benefit Rate per Hour: $39.16

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: 7/1/2019 - 3/16/2020
Wage Rate per Hour: $66.95
Supplemental Benefit Rate per Hour: $36.65

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate per Hour: $69.56
Supplemental Benefit Rate per Hour: $37.47

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: 7/1/2019 - 3/16/2020
Wage Rate per Hour: $52.44
Supplemental Benefit Rate per Hour: $36.55

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate per Hour: $54.56
Supplemental Benefit Rate per Hour: $37.37

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day

Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $70.71
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $113.14

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $68.58
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $109.73

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $65.00
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $104.00

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $68.25
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $109.20

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $90.00
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $144.00

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $44.64
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $71.42

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $45.83
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $73.33

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $65.31
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $104.50

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $61.05
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $97.68

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $46.18
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime
Shift Wage Rate: $73.89

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $62.45
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $48.26
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $59.33
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.78
Supplemental Benefit Rate per Hour: $39.74
Supplemental Note: $72.08 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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $40.41
Supplemental Benefit Rate per Hour: $22.75
Supplemental Note: Overtime Benefit Rate - $27.25 per hour (time & one half) $31.75 per hour (double time).

Instrument Person

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $33.13
Supplemental Benefit Rate per Hour: $22.75
Supplemental Note: Overtime Benefit Rate - $27.25 per hour (time & one half) $31.75 per hour (double time).

Rodperson

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.54
Supplemental Benefit Rate per Hour: $22.75
Supplemental Note: Overtime Benefit Rate - $27.25 per hour (time & one half) $31.75 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $65.44
Supplemental Benefit Rate per Hour: $35.12
Supplemental Note: Overtime Benefit Rate - $49.33 per hour (time & one half) $63.54 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.83
Supplemental Benefit Rate per Hour: $35.12
Supplemental Note: Overtime Benefit Rate - $49.33 per hour (time & one half) $63.54 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $32.84
Supplemental Benefit Rate per Hour: $35.12
Supplemental Note: Overtime Benefit Rate - $49.33 per hour (time & one half) $63.54 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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $74.18
Supplemental Benefit Rate per Hour: $36.51
Supplemental Note: Overtime benefit rate - $51.29 per hour (time & one half), $66.07 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $54.47
Supplemental Benefit Rate per Hour: $36.51
Supplemental Note: Overtime benefit rate - $51.29 per hour (time & one half), $66.07 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $45.70
Supplemental Benefit Rate per Hour: $36.51
Supplemental Note: Overtime benefit rate - $51.29 per hour (time & one half), $66.07 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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $69.15
Supplemental Benefit Rate per Hour: $36.01
Supplemental Note: Overtime benefit rate - $50.54 per hour (time & one half), $65.07 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $53.88
Supplemental Benefit Rate per Hour: $36.01
Supplemental Note: Overtime benefit rate - $50.54 per hour (time & one half), $65.07 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $36.04
Supplemental Benefit Rate per Hour: $36.01
Supplemental Note: Overtime benefit rate - $50.54 per hour (time & one half), $65.07 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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $81.17
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $129.87

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $84.01
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $134.42

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $86.69
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $138.70

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $84.62
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $135.39

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $82.96
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $132.74

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $78.85
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $126.16

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $63.81
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $102.10

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.67
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $62.44

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $75.02
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $120.03

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $69.01
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $110.42

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $53.74
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $85.98

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $79.68
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $127.49

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $77.19
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $123.50

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $73.82
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $118.11

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.99
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $79.98

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $70.53
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $112.85

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $71.06
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $113.70

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $101.71
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $162.74

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $78.85
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Shift Wage Rate: $126.16

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $76.83
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $122.93

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $65.08
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $104.13

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $84.25
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.37
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $67.45
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $87.14
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $139.42

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $83.75
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $134.00

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.95
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95overtime hours
Shift Wage Rate: $79.92

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $47.58
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
Shift Wage Rate: $76.13

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $69.51
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $52.21
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $79.02
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $83.68
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $77.15
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $76.35
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $60.84
Supplemental Benefit Rate per Hour: $32.95
Supplemental Note: $59.95 overtime hours
For New House Car projects Wage Rate per Hour $48.70

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $45.98

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 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate.
There must be a first shift to work the second shift.

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $46.05
Supplemental Benefit Rate per Hour: $43.39
Supplemental Note: Supplemental Benefit Overtime Rate: $65.10

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.

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

Shift Rates
Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 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 $141,750)

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $25.64
Supplemental Benefit Rate per Hour: $22.29

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 rate for work on the following holiday(s).

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
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $36.50
Supplemental Benefit Rate per Hour: $16.45

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $61.46
Supplemental Benefit Rate per Hour: $40.46

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.

(Local #12) (BCA)

HOUSE WRECKER
(TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $37.18
Supplemental Benefit Rate per Hour: $29.77

House Wrecker - Tier B

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $26.41
Supplemental Benefit Rate per Hour: $22.18

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: $45.15
Supplemental Benefit Rate per Hour: $55.62
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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $51.05
Supplemental Benefit Rate per Hour: $76.89
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

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

Overtime Holidays

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

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.65
Supplemental Benefit Rate per Hour: $44.48

Overtime

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

Overtime Holidays

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

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $31.75
Supplemental Benefit Rate per Hour: $16.05

Landscaper (Year 3 - 5)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $30.72
Supplemental Benefit Rate per Hour: $16.05

Landscaper (up to 3 years)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.14
Supplemental Benefit Rate per Hour: $16.05

Groundperson

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.14
Supplemental Benefit Rate per Hour: $16.05

Tree Remover / Pruner

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $36.92
Supplemental Benefit Rate per Hour: $16.05

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $26.59
Supplemental Benefit Rate per Hour: $16.05

Watering - Plant Maintainer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.40
Supplemental Benefit Rate per Hour: $16.05

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $54.44
Supplemental Benefit Rate per Hour: $40.77

Marble Finisher

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.86
Supplemental Benefit Rate per Hour: $38.22

Marble Polisher

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $39.81
Supplemental Benefit Rate per Hour: $30.35

Marble Maintenance Finisher

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $24.31
Supplemental Benefit Rate per Hour: $13.34

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $38.40
Supplemental Benefit Rate per Hour: $31.04

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
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. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $36.44
Supplemental Benefit Rate per Hour: $24.50

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $25.63
Supplemental Benefit Rate per Hour: $18.82

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $46.23
Supplemental Benefit Rate per Hour: $46.67
Supplemental Note: Overtime Supplemental Benefit rate - $57.92

Overtime Description
Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

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

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

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain $12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: $54.20
Supplemental Benefit Rate per Hour: $53.81

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.91
Supplemental Benefit Rate per Hour: $43.24

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $48.31
Supplemental Benefit Rate per Hour: $43.24

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $48.31
Supplemental Benefit Rate per Hour: $43.24

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $32.49
Supplemental Note: $ 37.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $46.00

Supplemental Benefit Rate per Hour: $32.49
Supplemental Note: $ 37.75 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 - LINE STRIPING (ROADWAY)

Striping - Machine Operator

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $12.37
Supplemental Note: Overtime Supplemental Benefit rate - $8.02; New Hire Rate (0-3 months) - $0.00

Lineperson (Thermoplastic)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $12.37
Supplemental Note: Overtime Supplemental Benefit rate - $8.02; New Hire Rate (0-3 months) - $0.00

Overtime Description
For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the weekday before and the weekday after the holiday.

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 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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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.

(Local #1010)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $30.58
Supplemental Benefit Rate per Hour: $7.16

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $31.53
Supplemental Benefit Rate per Hour: $7.16

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: $34.08
Supplemental Benefit Rate per Hour: $7.16

Overtime Description
All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Triple time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $41.98
Supplemental Benefit Rate per Hour: $20.10

Assistant Sign Painter

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: $35.67
Supplemental Benefit Rate per Hour: $18.47

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

Vacation
At least 1 year of employment.....1 week
2 years or more of employment.....2 weeks
8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.50
Supplemental Benefit Rate per Hour: $41.83

Painter - Power Tool

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $55.50
Supplemental Benefit Rate per Hour: $41.83
Overtime Wage Rate: $6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description
Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

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

Paid Holidays
None

Shift Rates
Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $45.40
Supplemental Benefit Rate per Hour: $34.74
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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $46.85
Supplemental Benefit Rate per Hour: $44.86
Supplemental Note: For time and one half overtime - $48.74 For double overtime - $52.61

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 for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.98
Supplemental Benefit Rate per Hour: $44.86
Supplemental Note: For time and one half overtime - $48.74 For double overtime - $52.61

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $47.45
Supplemental Benefit Rate per Hour: $44.86
Supplemental Note: For time and one half overtime - $48.74 For double overtime - $52.61

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $46.85
Supplemental Benefit Rate per Hour: $44.86
Supplemental Note: For time and one half overtime - $48.74 For double overtime - $52.61

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.98
Supplemental Benefit Rate per Hour: $44.86
Supplemental Note: For time and one half overtime - $48.74 For double overtime - $52.61

Overtime Description
If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

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.

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day

Paid Holidays
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.
When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $45.93
Supplemental Benefit Rate per Hour: $26.52

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $38.40
Supplemental Benefit Rate per Hour: $31.04

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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

Paid Holidays
None

Shift Rates
When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $69.00
Supplemental Benefit Rate per Hour: $37.20
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $55.28
Supplemental Benefit Rate per Hour: $29.68

Overtime Description
Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is $1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Shift work, when directly specified in public agency or authority documents where plumbing contract is $8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.05
Supplemental Benefit Rate per Hour: $17.71

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $47.89
Supplemental Benefit Rate per Hour: $26.74

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $67.45
Supplemental Benefit Rate per Hour: $25.26

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, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $53.42
Supplemental Benefit Rate per Hour: $26.52

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $33.81

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
Memorial Day
Independence Day
Labor 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)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.15
Supplemental Benefit Rate per Hour: $50.55
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $40.12
Supplemental Benefit Rate per Hour: $50.55

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $16.08
Supplemental Benefit Rate per Hour: $11.63

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
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 (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $46.30
Supplemental Benefit Rate per Hour: $25.95
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)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $3.95

Shipyard Mechanic - Second Class

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $19.07
Supplemental Benefit Rate per Hour: $3.59

Shipyard Laborer - First Class

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $23.40
Supplemental Benefit Rate per Hour: $3.75

Shipyard Laborer - Second Class

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $17.38
Supplemental Benefit Rate per Hour: $3.52

Shipyard Dockhand - First Class

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.57
Supplemental Benefit Rate per Hour: $3.68

Shipyard Dockhand - Second Class

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $17.28
Supplemental Benefit Rate per Hour: $3.52

Overtime Description
Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $49.35
Supplemental Benefit Rate per Hour: $54.63

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
President's Day
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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $57.50
Supplemental Benefit Rate per Hour: $57.29
Supplemental Note: Overtime supplemental benefit rate: $113.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.70
Supplemental Benefit Rate per Hour: $46.54

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 work contracts with a dollar value not to exceed $30,000,000 and for fire protection/sprinkler public work contracts not to exceed $3,000,000.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $57.50
Supplemental Benefit Rate per Hour: $57.29
Supplemental Note: Overtime supplemental benefit rate: $113.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $43.70
Supplemental Benefit Rate per Hour: $46.54

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 15% percent premium on wage and 15% percent premium on supplemental 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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.35
Supplemental Benefit Rate per Hour: $17.46

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $34.80
Supplemental Benefit Rate per Hour: $15.59

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.83
Supplemental Benefit Rate per Hour: $14.05

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $24.74
Supplemental Benefit Rate per Hour: $12.91

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $20.51
Supplemental Benefit Rate per Hour: $11.83

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $15.01
Supplemental Benefit Rate per Hour: $10.60

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 - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $54.17
Supplemental Benefit Rate per Hour: $42.65

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $47.82
Supplemental Benefit Rate per Hour: $26.81

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.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

Telecommunication Worker

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $44.75
Supplemental Benefit Rate per Hour: $23.15
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.

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
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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $42.72
Supplemental Benefit Rate per Hour: $33.57

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $54.84
Supplemental Benefit Rate per Hour: $38.32

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.05
Supplemental Benefit Rate per Hour: $51.03

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

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

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $65.42
Supplemental Benefit Rate per Hour: $56.42

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: $63.21
Supplemental Benefit Rate per Hour: $54.60

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $62.02
Supplemental Benefit Rate per Hour: $53.57

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $60.84
Supplemental Benefit Rate per Hour: $52.63

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $60.84
Supplemental Benefit Rate per Hour: $52.63

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $53.40
Supplemental Benefit Rate per Hour: $49.60

Blasters (Free Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $62.41
Supplemental Benefit Rate per Hour: $54.17

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $59.72
Supplemental Benefit Rate per Hour: $51.89

All Others (Free Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $55.18
Supplemental Benefit Rate per Hour: $48.03

Microtunneling (Free Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $47.78
Supplemental Benefit Rate per Hour: $41.51

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

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)

UTILITY LOCATOR
(Locate & mark underground utilities for street excavation.)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $31.56
Supplemental Benefit Rate per Hour: $1.93

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $22.85
Supplemental Benefit Rate per Hour: $1.93

Utility Locator (Year 4)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.54
Supplemental Benefit Rate per Hour: $1.93

Utility Locator (Year 3)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $20.30
Supplemental Benefit Rate per Hour: $1.93

Utility Locator (Year 2)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $19.13
Supplemental Benefit Rate per Hour: $1.93

Utility Locator (Year 1)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $18.04
Supplemental Benefit Rate per Hour: $1.93

Utility Locator (Up to 1 year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $1.93
Supplemental Note: No benefits for the first 90 days of employment.

Overtime
Time and one half the regular rate for work on the following Paid Holiday(s).
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays
New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Shift Rates
10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation
For up to 1 year ..... 0 hours
For year 1 - 2 ..... 48 hours per year
For year 3 - 9 ..... 96 hours per year
For year 10 or more ..... 144 hours per year

Sick Days:
For up to 1 year employee receives 40 hours paid sick leave.
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $31.76

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.59

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $35.43

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $37.25

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $39.08

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $40.93

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $42.75

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.61

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.61

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.61

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.61

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.61

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.61

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.44
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.49

Carpenter (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.44
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.49

Carpenter (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.44
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.49

Carpenter (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour For Building Apprentice: $31.44
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $33.49

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $17.52
Supplemental Benefit Rate per Hour: $16.30

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $23.95
Supplemental Benefit Rate per Hour: $16.43

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $30.53
Supplemental Benefit Rate per Hour: $16.56

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $38.15
Supplemental Benefit Rate per Hour: $16.71

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
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 (First 1333 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.00

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $25.45

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $26.95

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 53% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.04

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 69% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.97

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.05

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.12

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.12

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.12

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.12

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $15.75
Supplemental Benefit Rate per Hour: $14.03
Overtime Supplemental Rate Per Hour: $15.07

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $16.25
Supplemental Benefit Rate per Hour: $14.28
Overtime Supplemental Rate Per Hour: $15.36

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $17.25
Supplemental Benefit Rate per Hour: $14.79
Overtime Supplemental Rate Per Hour: $15.94

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $18.25
Supplemental Benefit Rate per Hour: $15.30
Overtime Supplemental Rate Per Hour: $16.51

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $19.25
Supplemental Benefit Rate per Hour: $15.81
Overtime Supplemental Rate Per Hour: $17.09

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $20.25
Supplemental Benefit Rate per Hour: $16.32
Overtime Supplemental Rate Per Hour: $17.67

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.25
Supplemental Benefit Rate per Hour: $16.83
Overtime Supplemental Rate Per Hour: $18.24

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $17.85
Overtime Supplemental Rate Per Hour: $19.39

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $24.50
Supplemental Benefit Rate per Hour: $21.07
Overtime Supplemental Rate Per Hour: $22.62

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $29.00
Supplemental Benefit Rate per Hour: $23.43
Overtime Supplemental Rate Per Hour: $25.26

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $31.52

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $32.14

Elevator (Constructor) - Second Year

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.03

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.67

Elevator (Constructor) - Third Year

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $33.06

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $33.74

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $34.08

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $34.80

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $31.47

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $32.09

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $31.98

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $32.62

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $32.99

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $33.67

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $34.01

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $34.73

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $25.38
Supplemental Benefit Rate per Hour: $26.69

Engineer - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $31.72
Supplemental Benefit Rate per Hour: $26.69

Engineer - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $34.89
Supplemental Benefit Rate per Hour: $26.69

Engineer - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $38.06
Supplemental Benefit Rate per Hour: $26.69

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: $22.45

Operating Engineer - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: $22.45

Operating Engineer - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: $22.45

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $31.24

Floor Coverer (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $31.24

Floor Coverer (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $31.24

Floor Coverer (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $31.24

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Glazier (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Glazier (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.25

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 65% 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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.17
Supplemental Benefit Rate per Hour: $19.09

House Wrecker - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $22.32
Supplemental Benefit Rate per Hour: $19.09

House Wrecker - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $23.97
Supplemental Benefit Rate per Hour: $19.09

House Wrecker - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $26.53
Supplemental Benefit Rate per Hour: $19.09

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $40.20

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $41.44

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $42.68

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $45.17

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $47.65

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $26.62
Supplemental Benefit Rate per Hour: $53.09

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $27.22
Supplemental Benefit Rate per Hour: $53.09

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $27.83
Supplemental Benefit Rate per Hour: $53.09

(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: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $44.48

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $44.48

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $44.48

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $44.48

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.39
Supplemental Benefit Rate per Hour: $19.90

Mason Tender - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $22.54
Supplemental Benefit Rate per Hour: $19.90

Mason Tender - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $24.29
Supplemental Benefit Rate per Hour: $19.90

Mason Tender - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $26.95
Supplemental Benefit Rate per Hour: $19.90

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $23.04
Supplemental Benefit Rate per Hour: $20.00

Metallic Lather (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.38
Supplemental Benefit Rate per Hour: $20.66

Metallic Lather (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $34.68
Supplemental Benefit Rate per Hour: $21.32

Metallic Lather (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $37.18
Supplemental Benefit Rate per Hour: $21.82

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $29.16
Supplemental Benefit Rate per Hour: $34.66

Millwright (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $34.46
Supplemental Benefit Rate per Hour: $38.31

Millwright (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $39.76
Supplemental Benefit Rate per Hour: $42.61

Millwright (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $50.36
Supplemental Benefit Rate per Hour: $49.27

(Local #740)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $17.20
Supplemental Benefit Rate per Hour: $15.05

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $19.39

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $25.80
Supplemental Benefit Rate per Hour: $22.79

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $34.40
Supplemental Benefit Rate per Hour: $29.16

(District Council of Painters)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $13.00
Supplemental Benefit Rate per Hour: $5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $13.00
Supplemental Benefit Rate per Hour: $5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $15.75
Supplemental Benefit Rate per Hour: $5.13

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $28.86
Supplemental Benefit Rate per Hour: $21.40

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $30.50
Supplemental Benefit Rate per Hour: $21.40

(Local #1010)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $13.88

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $20.81

(Local #530)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $21.39
Supplemental Benefit Rate per Hour: $19.90

Plasterer Tender - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $22.54
Supplemental Benefit Rate per Hour: $19.90

Plasterer Tender - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $24.29
Supplemental Benefit Rate per Hour: $19.90

Plasterer Tender - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $26.95
Supplemental Benefit Rate per Hour: $19.90

(Local #79)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $16.28
Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $19.28
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $27.23
Supplemental Benefit Rate per Hour: $19.80

Plumber - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $29.33
Supplemental Benefit Rate per Hour: $19.80

Plumber - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $32.18
Supplemental Benefit Rate per Hour: $19.80

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $33.58
Supplemental Benefit Rate per Hour: $19.80

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $45.65
Supplemental Benefit Rate per Hour: $19.80

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $26.36
Supplemental Benefit Rate per Hour: $14.00

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $29.42
Supplemental Benefit Rate per Hour: $18.97

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $34.80
Supplemental Benefit Rate per Hour: $21.72

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: $41.93
Supplemental Benefit Rate per Hour: $22.72

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $3.36

Roofer - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $16.92

Roofer - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.29

Roofer - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $25.37

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $6.51

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $18.57

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $25.40

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $29.95

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $29.95

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $36.83

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $36.83

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $41.42

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $15.75

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $17.86

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $19.98

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $22.12

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $29.92

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $32.56

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $35.92

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $38.65

Sign Erector - Fifth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $41.33

Sign Erector - Sixth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $44.01

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $33.76

Timberperson - Second Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $33.76

Timberperson - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $33.76

Timberperson - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $33.76

(Local #1536)

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To *Agency Chief Contracting Officers*

From: *Leonard A. Mancusi*

Re: *Security at Construction Sites*

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES

NYC DDC Department of Design and Construction

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: SANDRESEP

EAST SIDE COASTAL RESILIENCY
PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET
AND RELOCATION OF TREES AT VARIOUS LOCATIONS

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

J. Pizzirusso Landscaping Corp.
Contractor.

Dated March 9th, 2020

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

CMC 12/18/2019

Dated December 18, 2019

Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

DDC SPONSOR AGENCY:

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

PREPARED BY:

AKRF / RSE JV

DATE PREPARED:

OCTOBER 30, 2019

VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SANDRESEP

SCHEDULE A SPECIFICATIONS AND REVISIONS TO STANDARD SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

EAST SIDE COASTAL RESILIENCY

PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET AND RELOCATION OF TREES AT VARIOUS LOCATIONS

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF MANHATTAN

CITY OF NEW YORK

HUD FUNDED

PROJECT ID: SANDRESEP

VOLUME 3 OF 3

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SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page and https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec or for purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYC DOT Standard Details of Construction, July 2010 (Revised March 15, 2016)
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised August 2018

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: https://www1.nyc.gov/site/dep/water/green-infrastructure.page or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.
Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302
E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.
Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:
http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010.

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)

PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS SECTION 26 BID SECURITY The **Contractor** shall obtain a bid security in the amount indicated to the right.	Required provided the TOTAL BID PRICE set forth on the Bid Form is $1,000,000. or more. Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right.	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.
INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS The **Contractor** shall provide the safety personnel as indicated to the right.	■ Project Safety Representative ☐ Dedicated, full-time Project Safety Manager
CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION The **Contractor** shall substantially complete the **Work** in the number of calendar days indicated to the right.	See Page SA-4
CONTRACT ARTICLE 15 LIQUIDATED DAMAGES If the **Contractor** fails to substantially complete the **Work** within the time fixed for substantial completion plus authorized time extensions or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the amount indicated to the right.	$2,000. for each consecutive calendar day over substantial completion time
CONTRACT ARTICLE 17. SUB-CONTRACTOR The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right.	Not to exceed 49 % of the **Contract** price

CONTRACT ARTICLE 21. RETAINAGE The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right.	5 % of the value of the **Work**
CONTRACT ARTICLE 22. (Per Directions Below)	See pages SA-5 through SA-12
CONTRACT ARTICLE 24. DEPOSIT GUARANTEE As security for the faithful performance of its obligations, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to the percentage of the **Contract** price indicated to the right.	1% of **Contract** price
CONTRACT ARTICLE 24. PERIOD OF GUARANTEE Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting
CONTRACT ARTICLE 74. STATEMENT OF WORK The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Contract Drawings**, **Specifications,** and all **Addenda** thereto, as **shown in the column to the right.**	**Addenda**, numbered: 1
CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR The **City** shall pay and the **Contractor** shall accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum **shown in the column to the right,** 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.**	Amount for which the **Contract** was Awarded: One million eight hundred ninety-nine thousand Dollars ($ 1,899,000.00)
CONTRACT ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	See M/WBE Utilization Plan in the Bid Booklet

STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE 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.	$ 500.00 for each calendar day of deficiency
STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC	$ 250.00 for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer. $ 500.00 for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.
STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE 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.	$ 400.00 for each calendar day, for each occurrence

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 365 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

_____ YES __√__ NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

(a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.

(b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- **For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;**
- **Policy limits consistent with the requirements listed below;**
- **Additional insureds or loss payees consistent with the requirements listed below; and**
- **The number assigned to the Contract by the City (in the "Description of Operations" field).**

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be $ 3,000,000 per occurrence and $ 6,000,000 per project aggregate applicable to this **Contract.** Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager), 3. U.S. Department of Housing and Urban Development (HUD), including its officials and employees. 4. New York City Housing Authority (NYCHA) , including its officials and employees. 5. Lower East Side Ecology Center.

■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 ☐ Jones Act Art. 22.1.3 ☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. **Note:** The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law. ☐ Additional Requirements:
☐ Builders' Risk Art. 22.1.4	☐ Required: 100% of total bid amount ☐ Required: 100 % of total bid amount for Item(s): **Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear. If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.

■ Commercial Auto Liability Art. 22.1.5	$ 2,000,000 per accident combined single limit If vehicles are used for transporting hazardous materials, the **Contractor** shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90 Additional Insureds: 1. City of New York, including its officials and employees, and
☐Contractors Pollution Liability Art. 22.1.6	$ 5,000,000 per occurrence $ 5,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity Art. 22.1.7(a)	$_____ each occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

☐ Marine Pollution Liability Art. 22.1.7(c)	$ 1,000,000 per occurrence $ 1,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 ☐ Railroad Protection Liability Policy (ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following: • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.	$ 2,000,000 per occurrence $ 6,000,000 annual aggregate Named Insureds: 1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties. 2. The AMTRAK, its subsidiaries and affiliated companies.

[OTHER] Art. 22.1.8

☐ Professional Liability

A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of $1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.

B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER] ■ Engineer's Field Office **Section 6.40, Standard Highway Specifications**	Art. 22.1.8	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of $40,000

[OTHER] Art. 22.1.8

☐ The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of $20,000,000 per Occurrence and $20,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

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

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____
[Name of broker or agent (typewritten)]

_____
[Address of broker or agent (typewritten)]

_____
[Email address of broker or agent (typewritten)]

_____
[Phone number/Fax number of broker or agent (typewritten)]

_____
[Signature of authorized official, broker, or agent]

_____
[Name and title of authorized official, broker, or agent (typewritten)]

State of .....)
) ss.:
County of .....)

Sworn to before me this _____ day of _____, 20____

_____
NOTARY PUBLIC FOR THE STATE OF _____

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

(NO FURTHER TEXT ON THIS PAGE)

REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- SB 17-011 – DETECTABLE WARNING UNIT COLOR

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES
- SB 19-001 – RESTORATION OF PAVEMENT SURFACE

The SB(s) are available online at: http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

(NO FURTHER TEXT THIS PAGE)

GENERAL

GENERAL SPECIAL SPECIFICATIONS

SANDRESEP

The specifications in the GENERAL-Pages provide requirements for construction management and execution of the Work.

The GENERAL-Pages supplement and modify the specifications shown on the Specifications and Standards of New York City sheet at the beginning of this Volume 3, which apply to the work except as modified in these Contract Documents.

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(NO TEXT ON THIS PAGE)

Section 6.39 B - Mobilization

6.39.1. DESCRIPTION. Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

6.39.2. MATERIALS. Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

6.39.3. CONSTRUCTION METHODS. Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

6.39.4. PRICE TO COVER.

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per Section 6.40;

2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;

3. The Preliminary CPM Schedule and Baseline CPM Schedule per the "CRITICAL PATH METHOD (CPM) SCHEDULE" article in the S-Pages;

4. The Progress Schedule per Standard Construction Contract Article 9;

5. Preconstruction Photographs per Section 6.43 D of the NYCDOT Standard Highway Specifications are submitted to the Engineer; and

However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate amount of this item (hereinafter referred to as the "Adjusted Mobilization Payment") based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price + Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under the original price bid for the Contract, then any monies owed by the City due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

Payment will be made under:

Item No.	Item	Pay Unit
6.39 B	MOBILIZATION	L.S.

SECTION ESCR 9.30 - Storm Water Pollution Prevention

ESCR 9.30.1. INTENT. The intent of this section is to address erosion and sediment control as well as control of pollutants generated during construction activities that disturb an area of one acre or more. It also includes activities involving soil disturbances of less than one acre where the Department has determined that a SPDES permit is required for Stormwater discharges based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to surface waters of the state. The objective is to develop and implement a Storm Water Pollution Prevention Plan (SWPPP) that will minimize the pollutants entering the storm sewer systems in compliance with the New York's State Pollutant Discharge Elimination System (SPDES) General Permit for Storm Water Runoff from Construction Activity, GP-0-15-002, issued pursuant to Article 17, Titles 7, 8 and Article 70 of the Environmental Conservation Law (ECL).

ESCR 9.30.2 REFERENCES. The Contractor shall adhere to the requirements of the Installation of East Side Coastal Resiliency – Interim Passive Recreation Space Stormwater Pollution Prevention Plan (SWPPP) prepared for the project. The Contractor shall also adhere to Interim Passive Recreation Space Erosion and Sediment Control Plan (ESC300) and individual erosion and sediment control practice specifications (PK-ESCR 324, PK-ESCR 325, PK-ESCR 326, and PK-ESCR 327) provided in the Contract.

ESCR 9.30.3. CONTRACTOR'S LIABILITY. The Contractor shall be liable for any discharge that either causes or contributes to a violation of water quality standards as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York. Should any storm water runoff from the site violate the water quality standards, the Contractor will be directed to take immediate steps, at the Contractor's own expense, to rectify the situation and prevent any further sediment from entering the storm sewer system.

In the event that pollutants are discharged to the storm water system due to the Contractor's negligence, the Resident Engineer will direct the Contractor to cease any or all construction activities contributing to the release of these pollutants. The Contractor shall be held responsible, at the Contractor's own cost, for any and all necessary actions to remedy the damage.

Furthermore, failure of the Contractor and Sub-contractor(s) to strictly adhere to any permit requirements shall constitute a permit violation that could result in substantial criminal, civil, and administrative penalties.

It is the Contractor's responsibility to pay all the SPDES permit fees which shall consist of the yearly regulatory fee, the initial authorization fee per acre of land disturbed and per acre of future impervious area. The Contractor shall be liable for all penalties incurred due to the Contractor's failure to pay these fees on time.

ESCR 9.30.4. MEASUREMENT AND PAYMENT. Payment will be made at the lump sum price bid for the item Storm Water Pollution Prevention, which shall include, but not be limited to, the cost of furnishing all the labor, materials, fees, permits and testing required to provide and construct all erosion and sediment control devices and other applicable standards in accordance

with the approved SWPPP; retaining a Qualified Inspector to inspect, report on, and monitor the work; comply with NYSDEC permitting requirements and all necessary incidentals to complete the work all in accordance with the specifications and the directions of the Engineer. The Qualified Inspector shall be independent from the Contractor.

Eighty percent (80%) will be paid in proportion to the percentage of construction completion.

Twenty percent (20%) will be paid when the operation is demobilized and removed from the site, the Notice of Termination (NOT) is filed with NYSDEC and all SPDES permit fees have been paid.

Payment will be made under:

Item No.	Item	Pay Unit
ESCR 9.30	**STORM WATER POLLUTION PREVENTION**	**L.S.**

SECTION PK-ESCR 324 – CATCH BASIN SILT SACK

WORK: Under this Item, the Contractor shall furnish and install a **CATCH BASIN SILT SACK** in accordance with the plans and specifications, as directed by the Engineer.

INTENT: The intent of this item is to facilitate an erosion and sediment control plan, which may be required by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122.

For a storm water management plan and best management practice (BMP), a catch basin silt sack shall be installed where it is desirable or required to filter sediment laden storm water.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall conform to requirements as directed by the Engineer.

Silt Sack: The silt sack shall be an open-top, geotextile bag that can be suspended from a catch basin grate. The suspended solids are allowed to settle out of the slowed flow and are captured by the sack prior to entering the inlet. There shall be two dump straps attached at the bottom of the sack to facilitate the emptying and cleaning of sack and there shall be two lifting hoops as an integral part of the system to be used to lift the sack from the catch basin.

The geotextile sack shall be constructed with high-tenacity, monofilament, polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. The geotextile shall be resistant to ultraviolet degradation and to biological and chemical environments normally found in soils. The silt sack shall be the "Dandy Sackim" as manufactured by Dandy Products Inc., Westerville, OH, or the "SiltSack®" as manufactured by The BMP Store, Richmond, VA, or "StormSok" as manufactured by Fabco Industries, Jericho, NY, or approved equal.

Geotextile used for the silt sack shall meet the following minimum properties:

Property	ASTM Test Methods	Units	Results (Min.)**	
			MD*	CD#
Grab Tensile Strength	D4632	lbs. (kN)	255 (1.13)	200 (0.89)
Grab Tensile Elongation	D4632	%	15	10
Trapezoid Tear Strength	D4533	lbs. (kN)	40 (0.175)	50 (0.22)
Puncture Strength	D4833	lbs. (kN)	90 (0.4)	
Mullen Burst Strength	D3786	psi (kPa)	420 (2890)	
UV Resistance (at 500 hours)	D4355	%	90	
Apparent Size Opening	D4751	U.S. sieve (mm)	40 (0.425)	
Flow Rate	D4491	gal/min/ft^2 (1/min/m^2)	40 (1629)	
Permittivity	D4491	sec^{-1}	0.55	
Mass/ Unit Area	D5261	oz/yd^2 (g/m^2)	5.6 (190)	
Thickness	D5199	Mils (mm)	24 (0.6)	

* MD = Machine Direction, the direction in the plane of the fabric parallel to the direction of manufacture.

CD = Cross Machine Direction, the direction in the plane of the fabric perpendicular to the direction of manufacture.

** All properties are Minimum Average Roll Values (MARV).

INSTALLATION: Silt sacks shall be installed prior to start of construction activity on site and shall not be removed until final acceptance of work, unless otherwise directed by the Engineer. The Contractor shall remove the grate of the catch basin and install the sack in accordance with the Manufacturer's written instruction. The grate shall be set back into place after the sack is installed with the lifting straps outside or on top of the grate.

MAINTENANCE: The Contractor shall remove all accumulated sediment and debris from the vicinity of the catch basin after each storm event and as directed by the Resident Engineer. Where the sack is more than one-third (1/3) full of sediment, the sack shall be cleaned by lifting the unit out of the catch basin and emptying the contents to an area within the Contract limit line as directed by the Engineer.

REPLACEMENT: The silt sack shall be maintained in working condition for the life of the project. If the sack breaks, is damaged, or ceases to function during the construction period, the Contractor shall remove and replace it with new at no additional cost to the City.

SUBMITTALS: All submittals shall be submitted prior to purchase and in accordance with the requirements of the General Conditions and as directed by the Engineer.

Manufacturer's Data: The Contractor shall submit manufacturer's data with all properties to demonstrate compliance with the requirements of this specification.

SECTION PK-ESCR 325 – STABILIZED CONSTRUCTION ENTRANCE

WORK: Under this item, the Contractor shall furnish and install a **STABILIZED CONSTRUCTION ENTRANCE** to the dimensions and the locations shown on the plans, in accordance with the specifications, and as directed by the Engineer.

INTENT: The intent of this item is to facilitate an erosion and sediment control plan, which may be required by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122.

The purpose of a Stabilized Construction Entrance is to reduce or eliminate the tracking of sediment onto public rights-of-way or streets. Contractor shall install a stabilized pad of aggregate underlain with geotextile at all points where trucks and construction equipment enter and/or leave the site as shown on the plans and as directed by the Engineer.

MATERIALS: Unless otherwise specified, the materials shall meet the requirements of the Engineer.

Broken Stone: Stone shall consist of straight one (1") inch or two (2") inch coarse aggregate in accordance with ASTM C33, free from organic or other deleterious material. Recycled Concrete Aggregate (R.C.A.) of the specified sizes is acceptable.

Geotextile - Separation: Separation application is defined as the placement of a flexible porous geotextile between dissimilar materials so that the integrity and functioning of both materials can be maintained or improved, but where water seepage through the geotextile is not a critical function.

Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The geotextile and the threads used in sewing geotextiles, shall be resistant to chemical attack, rot, and mildew. The geotextile shall have no tears or defects which adversely alter its physical properties. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.

Geotextiles shall conform to the following AASHTO M-288 properties for separation geotextiles:

Property	Test Method	Woven	Non-Woven
Elongation	ASTM D4595	< 50%	50%
Grab Strength (minimum)	ASTM D4632	1100 N (247 LBF)	700 N (157 LBF)
Trapezoid Tear Strength (minimum)	ASTM D4533	400 N (90 LBF)	250 N (56 LBF)
Puncture Resistance (minimum)	ASTM D4833	400 N (90 LBF)	250 N (56 LBF)
Permitivity (minimum)	ASTM D4491	.02 /sec Minimum	.02 /sec Minimum
Apparent Opening Size (maximum)	ASTM D4751	0.6 mm Maximum Std. No. 230 sieve	0.6 mm Maximum Std. No. 230 sieve

Geotextile shall be ADS 315, as manufactured by Advanced Drainage Systems, Inc., Hillard, OH, FX66 manufactured by Carthage Mills, Cincinnati, OH, or 600X (woven) or 160N (non-woven) as manufactured by Mirafi, Inc., Charlotte, NC, or approved equal.

INSTALLATION: Unless otherwise shown on the plans, for sites with only one (1) construction entrance, the Stabilized Construction Entrance shall be twenty-four (24') feet wide. Where there are two (2) or more construction entrances to the site the Stabilized Construction Entrance shall be twelve (12') feet wide each. Length of the entrance shall be a minimum of fifty (50') feet.

Geotextile - Separation: The ground shall be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. After the ground has been prepared, the fabric shall be rolled directly on the ground. The fabric shall be placed over the entire area that is to be covered by the aggregate, unless otherwise directed by the Engineer. All seams shall be overlapped approximately six (6") inches. No equipment, materials or machinery shall be placed on or be transported over exposed fabric. Broken stone shall then be carefully placed to prevent dislocation of the fabric.

If the fabric is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric that will overlap the undamaged fabric approximately six (6") inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

Broken Stone: Broken stone shall be spread utilizing suitable equipment or from piles dumped along the proposed site. Stone shall be evenly spread so that the course will have, after rolling, a minimum of six (6") inches in thickness. No segregation of large or fine materials will be allowed, but the stone as spread shall be well graded with no pockets of fine material.

MAINTENANCE: The entrance shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way or streets. This may require periodic inspection and top dressing with additional aggregate as directed by the Engineer. All sediment spilled, dropped, or washed onto the public streets must be removed immediately.

When necessary, wheels of all vehicles leaving the construction site must be cleaned to remove sediment prior exiting the site. When washing is required, it shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device. All sediment shall be prevented from entering storm drains, ditches, or watercourses at all times. The cleaning of wheels, if necessary, shall be deemed part of the bid price of this item.

REMOVAL: All materials installed for the Stabilized Construction Entrance shall be removed from the site and disposed of by the Contractor at the end of all construction activity as directed by the Engineer, at no additional cost to the City.

SUBMITTALS: The Contractor must submit to the Engineer the following for review and approval prior to installation:

Manufacturer's Data - Geotextile: The Contractor shall submit manufacturer's data with sufficient detail to demonstrate compliance with the requirements of this specification.

Sample - Geotextile: The Contractor shall furnish two labeled (2) samples of the geotextiles intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work shall conform to the approved samples.

Sample — Broken Stone: A three (3) pound bag of broken stone or RCA shall be submitted to the Engineer for approval with a sieve analysis and the name of the supplier.

SECTION PK-ESCR 326 – TEMPORARY SILT FENCE

WORK: Under this item the Contractor shall install **TEMPORARY SILT FENCE** to prevent excess sediment from leaving the site, at the locations shown on the plans, in accordance with the specifications and as directed by the Engineer.

INTENT: The intent of this item is to facilitate an erosion and sediment control plan, which may be required by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall be as directed by the Engineer.

Posts: Posts shall be wood, steel, or an approved synthetic material, with a minimum length of three (3') feet. Hardwood posts shall have a minimum cross sectional area of 1.25" x 1.25" and steel posts of U, T, L, or C shape shall weigh one (1 lb.) pound per linear foot.

Wire Mesh: Wire mesh fencing shall be a minimum of fourteen (14) gauge with a maximum six (6") inch mesh opening.

Geotextile: Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The geotextile and the threads used in sewing geotextiles, shall be resistant to chemical attack, rot, and mildew. The geotextile shall have no tears or defects which adversely alter its physical properties. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. The geotextile shall have no tears or defects which adversely alter its physical properties. Geotextile for temporary silt fence shall meet or exceed requirements for temporary silt fence as set forth by AASHTO M-288 and as outlined below:

PROPERTY	UNIT	TEST METHOD	TYPICAL VALUES*
Grab Strength	LB	ASTM D 4632	90
Grab Elongation	%	ASTM D 4632	20 (max)
Trapezoid Tear Strength	LB	ASTM D 4533	60
Mullen Burst Strength	PSI	ASTM D 3786	190
Permittivity	Sec^{-1}	ASTM D 4491	0.05
Water Flow Rate	$L/min/m^2$	ASTM D 4491	240
Apparent Opening Size	mm	ASTM D4751	0.6 (max)
Ultraviolet stability	%	ASTM D 4355	70

*Minimum values unless otherwise indicated.

Geotextile shall be FX-$11^{11}v^{1}$ Woven geotextile as manufactured by Carthage Mills, Cincinnati, OH, or approved equal.

INSTALLATION: Silt Fence shall be installed prior to land disturbing activities or as necessary to control erosion from land disturbing activities. Comply with all applicable standards for Soil Erosion and Sediment Control as set forth by New York State DEC. Care shall be taken when installing the silt fence that all the requirements directed by the Engineer shall be followed. In addition, where tree roots of one (1") inch or greater are encountered, or if directed by the Engineer, the Contractor shall move the location of the silt fence to avoid damage to existing trees.

Contractor shall first excavate a trench approximately six (6") inches deep and four (4") inches wide in the line of the silt fence. Silt fence to be located at least ten feet from the toe of steep slopes and nearly level throughout its length. Contractor shall drive posts securely at least sixteen (16") inches into the ground on the down slope side of the trench. Post spacing shall be ten (10') feet apart O.C. maximum. Adjust spacing to place posts at low points along fence line.

Fasten support wire fence to upslope side of posts, extending six inches into the trench. Attach continuous length of fabric to upslope side of fence posts with ties space every twenty-four (24") inches at top and mid section. Avoid joints, particularly at low points in the fence line. Where joints are necessary, fasten fabric securely to support posts and overlap to the next post. Place the fabric in the trench so the bottom folds across the bottom of the trench. Place backfill in the trench over the fabric to the ground line and compact with a power tamper.

Additional erosion and sedimentation control measures beyond those shown on the drawings may be required to prevent siltation. The Engineer shall determine the necessity of actual measures beyond those installed by the Contractor.

MAINTENANCE AND REMOVAL: Contractor shall inspect silt fences every seven (7) days and after each rainfall event. Any sediment deposits found shall be removed promptly to provide adequate storage volume for the next rain and reduce pressure on the fence. Take care not to undermine the silt fence during clean out. If the fabric is torn, decomposed, or in anyway becomes ineffective, the Contractor shall replace it immediately without additional cost to the City.

The silt fence shall remain in place and maintained until the completion of the contract or as directed by the Engineer and shall become the property of the Contractor. Upon removal, the Contractor shall remove and dispose of any excess sediment accumulations, top dress the area, and cover with vegetation all bare areas in accordance with the plans.

SECTION PK-ESCR 327 – TEMPORARY STRAW BALE DIKE

WORK: Under this item, the Contractor shall furnish and install **TEMPORARY STRAW BALE DIKE** to prevent excess sediment from leaving the site, where indicated in the plans and specifications, and as directed by the Engineer.

INTENT: The intent of this item is to facilitate an erosion and sediment control plan, which may be required by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122.

MATERIALS: Unless otherwise specified herein, all methods of construction shall be as directed by the Engineer.

Straw Bales: New straw that shall be either wire bound or nylon string tied. Straw bales shall be two stringers, approximately 18" wide x 14" high x 36" long.

Anchors: Steel pickets, 2" x 2" wood stakes or rebars approximately 2 $^1/_2$ to 3 feet long. Drive stakes flush with bales.

INSTALLATION: All sediment and erosion control practices are to be installed prior to any major soil disturbances. At all new drain inlets, catch basins, or manholes, and in rows, where shown, excavate the area to accommodate placement of straw bales which are to be embedded in the soil a minimum of four (4") inches, and placed so the string or wire is horizontal. Place bales in a row with ends tightly abutting the adjacent bale. Anchor the bales securely by driving two (2) stakes or rebars through each bale to a minimum depth of 1 $^1/_2$ to 2 feet into the ground. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes shall be driven flush with the top of the bale.

Maintain straw bale filters as directed by the Engineer until a permanent vegetative cover has been established and pavements and other improvements are completed. Inspect straw bales frequently and after each rainfall event, repair or replace promptly as needed. Remove accumulations of sediment trapped by straw bale filters regularly. At the conclusion of construction, the temporary straw bales shall become the property of the Contractor and removed from the site. The areas where the straw bales were installed shall be restored to match the surrounding area, this may include, but not limited to, seeding and establishing the lawn area.

SECTION HW-900H
ALLOWANCE FOR CITY WORK ACCELERATION

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Commissioner to accelerate the City work items in the project during critical periods but the use of this item will expire on the original contract substantial completion date. Such accelerated City work includes:

A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which must be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,

B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,

C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner that result in additional costs to perform contract work as specified.

Such accelerated City work must be paid for under this item in accordance with the requirements of **Articles 25 and 26** of the Standard Construction Contract.

Payment made under this Fixed Sum item must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Commissioner.

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 accelerated work performed by the Contractor, as directed by DDC's Commissioner.

Payment will be made under:

Item No.	Item	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

I-PAGES

NEW SECTIONS

NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS SHALL BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

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SECTION 6.34 DT – TEMPORARY CHAIN LINK FENCE AND GATE, 8'-0" HIGH

6.34DT.1. DESCRIPTION

Under this section, the Contractor shall furnish, erect, maintain, and remove, when directed, Temporary Chain Link Fence and Gate as shown on the Contract Drawings and directed by the Engineer.

6.34DT.2. MATERIALS AND METHODS

All materials and methods shall be as specified in Section 6.34 of the NYC Department of Transportation, Standard Highway Specifications, with the following modifications and additions:

Temporary Chain Link Fence and Gate to be furnished under section 6.34 DT, shall consist of chain link fence fabric, top and bottom tension wires, gates, posts to be embedded in the pavement, and all necessary incidental in accordance with the Contract Drawings and the directions of the Engineer.

When directed by the Engineer, the Contractor shall remove and dispose of the temporary chain link fence and gate to the satisfaction of the Engineer. The Contractor shall then fill any holes left in the pavement with compacted clean sand to grade.

6.34DT.3. MEASUREMENT

The quantities of Temporary Chain Link Fence to be measured for payment shall be the number of linear feet satisfactorily installed, complete, measured in place, from center to center of end posts.

Payment will be made for the Temporary Chain Link Fence and Temporary Chain Link Gate only for the initial installation at any location. Whenever temporary chain link fence and/or temporary chain link gate is moved to a new location, as required by the Plans or directed by the Engineer, payment will be made in the same manner as if it were an initial installation.

However, no payment will be made: for movements of the temporary chain link fence and/or temporary chain link gate made for the Contractor's convenience; for movement of temporary chain link fence and/or temporary chain link gate 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 and/or temporary chain link gate 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 and/or temporary chain link gate between initial installations.

6.34DT.4. PRICE TO COVER

The price bid for the Temporary Chain Link Fence and for Temporary Chain Link Gate 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 and/or temporary chain link gate; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
6.34 ADT	Temporary Chain Link Fence, 8'-0" HIGH	L.F.
6.34 BDT	Temporary Chain Link Gate, 8'-0" HIGH	L.F.

END OF SECTION

SECTION ESCR-6.01 – CLEARING AND GRUBBING

6.01.1. INTENT. This section describes Clearing and Grubbing.

6.01.2. DESCRIPTION. Clearing and Grubbing shall include the removal and legal disposal of the following site elements as shown on the Contract Drawings, from within areas shown on the Contract Drawings and where directed by the Engineer:

- Asphalt, concrete, pre-cast concrete, cobbles and stone pavements (excluding pavement base courses to remain)
- Play area pavement and resilient surfacing
- Running track pavement and resilient surfacing
- Curbs and walls
- Piles and concrete pile caps for sports field lighting and amphitheater area structures
- Synthetic turf carpet, padding and associated subsurface drainage piping
- Concrete foundations for benches, light poles, play and exercise equipment, and other site furnishings
- Fences including fence curbing and foundations
- Park area surface drainage utilities including trench drains, slot drains, running track drains, drain inlets, catch basins, manholes, drainage piping (excluding the deep storm sewer and regulator system)
- Park area water service piping and associated structures
- Park area electrical service including light poles, manholes, pull boxes, conduits and wiring
- Park area gas services
- Project area communications services
- Trees and stumps less than six (6") inches in diameter, branches, down timber, snags, brush and other vegetation.
- Debris including, tires, batteries, automobile parts, kitchen appliances, rubbish, stumps, roots and root systems, miscellaneous minor structures, and all other objectionable materials as noted on the Contract Drawings and where directed by the Engineer.

The Contractor must comply with all Federal, State, and City laws pursuant to the handling and disposal of woody organic material that is host material for the Asian Longhorned Beetle. All wood that is host material for the Asian Longhorned Beetle must be chipped, ground, or shredded inside the quarantine zone to a size of less than one (1") inch in at least two dimensions before it is permitted to leave the quarantine zone. Please refer to the publication entitled Part 139 of the New York State Department of Agriculture and Markets law and contact State personnel for further details. Also see Section 1.06.23.(R), PLANT PEST CONTROL REQUIREMENTS, of the NYCDOT Standard Highway Specifications for additional requirements.

6.01.3. DISPOSAL OF SALVAGEABLE MATERIAL. Salvageable fence, including all appurtenances, or other salvageable materials shall be carefully dismantled, removed, cleaned and stored on the site for re-use in the work; delivered, after cleaning, to a designated City-owned Yard, or disposed of away from the site of the work, whichever the Engineer shall direct.

6.01.4. DISPOSAL OF NON-SALVAGEABLE MATERIAL. Non-salvageable materials shall be legally disposed of away from the site of the work. The disposal of materials resulting from Clearing and Grubbing operations by burning in open fires will not be permitted.

6.01.5. METHODS. Coordinate with the Owner and Engineer prior to the start of work to mark-out and confirm utilities to be demolished and utilities to remain and be protected within the project area. Confirm that utilities to be remove have been decommissioned and de-powered prior to the start of removal work.

Coordinate existing utility removals with the installation of temporary utilities required at existing buildings to remain. Obtain Owner and Engineer approval prior to the disconnection and removal of utility services to buildings to remain.

Carefully cut and protect existing utility service connections to remain including buried conduits and piping at existing buildings to allow for future reconnections. Maintain existing utility service connections extending five (5') feet beyond the foundations of existing buildings to remain.

When removing trees and stumps less than six (6") inches in diameter, trees and all stumps, roots and root systems shall be removed to a depth of three (3') feet below the existing ground surface. Roots and root systems beyond the stumps need not be removed, except as the Engineer shall deem necessary.

In areas where pavements are removed, aggregate subbase materials need not be removed except as the Engineer shall deem necessary. On-site processing of pavement materials for re-use is permissible as approved by the Engineer.

When removing pile supported foundations, remove concrete pile caps in their entirety and cut and remove piles three (3') feet below the bottom of pile foundations unless otherwise indicated on the Drawings or as directed by the Engineer. On-site processing of concrete pile cap structures is permissible as approved by the Engineer.

In areas where curbs, walls, piles and pile caps, drainage, electrical, water or gas utility elements are removed, the contractor shall backfill and compact holes trenches and other excavations to the level of the existing grade with clean fill or existing on-site fill materials from on-site as permitted by the Engineer.

(A) PRUNING

Branches of trees overhanging roadways, or other branches designated by the Engineer, shall be pruned to provide a clearance of fourteen (14') feet above the proposed final surface. Wound treatment shall not be used to cover wounds or pruning cuts, except when necessary for disease, insect, mistletoe, or sprout control, or for cosmetic reasons. Wound treatments that are damaging to tree tissue shall not be used. All trees within the City Right of Way (canopy, roots, and/or trunk) require a pruning permit from the Department of Parks and Recreation and must by performed according to ANSI A300 Standards.

(B) PARKS DEPARTMENT APPROVAL

The Department of Parks and Recreation's prior approval of methods for felling, cutting or pruning trees shall be obtained for all trees which are under their jurisdiction.

(C) PROTECTION

Clearing and Grubbing operations shall be progressed in a manner and with equipment which will not damage trees, structures and adjoining grounds or vegetation which are to remain nor create any pedestrian or vehicular traffic hazards. In addition, all clearing and grubbing operations under the drip line of existing trees shall be performed by hand methods only. Tree protection fences shall not be moved or removed without the written permission of the Engineer.

(D) FENCING

Approved protective fencing or barricades shall be furnished and erected around or adjacent to individual trees, groups of trees and structures which are to remain, and at other required locations, when and as directed by the Engineer.

(E) CLEAN UP

All materials resulting from Clearing and Grubbing operations shall be disposed of, as specified, and the site shall be left in a condition satisfactory to the Engineer.

(F) REMOVAL OF FENCING

Protective fencing and barricades shall be removed and disposed of away from the site when directed by the Engineer.

6.01.6. MEASUREMENT.

(A) PER ACRE

Payment for Clearing and Grubbing will be made at the unit price bid per acre computed to the nearest tenth acre, for work satisfactorily completed.

6.01.7. PRICES TO COVER. The contract prices for Clearing and Grubbing shall include the cost of all labor, materials, equipment, insurance, and incidentals required to complete the work, together with all other work in connection therewith and incidental thereto, in full compliance with the Contract Drawings, the specifications and the directions of the Engineer. When there is no scheduled item provided therefor, the cost of the work required for Clearing and Grubbing shall be deemed included in the prices bid for all the scheduled contract items. The removal of trees and stumps over six (6") inches shall be paid for under separate items. The removal of existing buildings and building foundations shall be paid for under separate items. Temporary power to existing buildings to remain shall be paid for under separate items.

Unless otherwise provided for under other scheduled contract bid items, no separate payment will be made for tree pruning required herein to provide a clearance of fourteen (14') feet above the proposed final surface.

Payment will be made under:

Item	**No. Item**	**Pay Unit**
ESCR-6.01 AB	**CLEARING AND GRUBBING**	**ACRE**

END OF SECTION

SECTION PK 10 – BROKEN STONE – LOOSE MEASURE

PK-10.1. **INTENT:** This section describes Broken Stone – Loose Measure

PK-10.2. **DESCRIPTION:** Broken Stone – Loose Measure shall include the furnishing and placement of Broken Stone in the locations where shown on the plans or as directed by the Engineer. This stone will be used for drainage applications and other miscellaneous work, as shown on the details located in Appendix A of the contract drawings sheet #4 "Parks leaf manhole and catch basin covers", and as directed by the Engineer.

PK-10.3. **MATERIALS:**

(A) BROKEN STONE — Shall consist solely of crushed ledge rock. Stone shall be No. 3 size and shall be of approved size and quality as specified in the NYCDOT Standard Highway Specifications or as directed by the Engineer.

IMPORTANT: Material substitutions will not be approved under any circumstances. All recycled materials will be rejected.

PK-10.4. **MEASUREMENT AND PAYMENT:**

The quantity of **BROKEN STONE – LOOSE MEASURE** to be paid for under this item shall be the number of **CUBIC YARDS**, measured in trucks as delivered to the site, furnished and place in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** and shall include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Item No.	Item	Pay Unit
PK-10	BROKEN STONE – LOOSE MEASURE	CY

END OF SECTION

SECTION PK-ESCR 0-05 – TREE REMOVAL

WORK: Under the Item TREE REMOVAL OVER 6" TO 12" DBH, the Contractor shall cut and remove within the contract limits, all trees over six (6") inches DBH, including the root to a depth of three (3') feet below the surface, where shown on the plans or as directed by the Engineer. Under the Item TREE REMOVAL OVER 6" TO 12" DBH (STUMP TO REMAIN), the Contractor shall cut and remove within the contract limits, all trees over six (6") inches DBH, but the stump shall remain, where shown on the plans or as directed by the Engineer.

Note: DBH is defined as Diameter at Breast Height, which is 4'-6" above grade.

SPECIAL REQUIREMENTS FOR LONGHORNED BEETLE QUARANTINE ZONE: For tree work to be performed within the quarantine zone, the Contractor shall utilize the service of a Sub/Contractor certified by the New York State Department of Agriculture and Markets. Due to current Federal, State and NYC DPR policy, any wood waste that is generated must be completely chipped within the Quarantine Zone, by said certified Sub/Contractor. Log splitting equipment, where necessary, shall be utilized at no extra cost to the City. For additional information regarding procedures, contact the Engineer. Also, see requirements listed under heading "Submittals".

METHOD: The Contractor shall carefully protect against damage all existing trees, plants and other features to remain. The Contractor shall be liable for any damage to such trees, plants, park features and other property caused by Tree Removal operations and all damaged property shall be replaced or restored to its original condition, to the satisfaction of the Engineer.

The Contractor shall cut and remove all trees designated for removal within the limits of the contract or as directed by the Engineer. The stumps and roots of these trees shall be removed to a depth of three (3') feet below the ground surface. All voids and excavations left after removal of the tree and roots shall be backfilled to grade with clean fill. The fill shall be placed and compacted by acceptable methods to the satisfaction of the Engineer and shall meet the requirements of the NYCDOT Standard Highway Specifications. Chips generated by root removal operations shall be removed prior to backfilling.

For trees designated for removal with stump to remain, the stumps of these trees shall be cut flush to the ground surface.

Cutting of trees shall be done by competent workers only and in a professional manner. All trees shall be "topped" and "limbed" previous to felling unless otherwise directed by the Engineer. All branches, limbs, trunks, stumps, roots and other debris shall be removed from the site or otherwise disposed of to the satisfaction of the Engineer.

No trees are to be removed except as ordered by the Engineer.

PAYMENT SCHEDULE: The Contractor will be paid at the following rates for the different size groups of trees removed, based on the unit bid price for removing a tree over 6" to 12" DBH (base unit).

TREE DBH REMOVED	TREE UNITS	PAYMENT PER TREE
Over 6" to 12"	1.0 (base unit)	100% of unit bid price
Over 12" to 18"	1.25	125% "
Over 18" to 24"	1.5	150% "
Over 24" to 30"	2.0	200% "
Over 30" to 36"	2.5	250% "
Over 36" to 42"	3.5	350% "
Over 42" to 48"	4.5	450% "
Over 48"	5.5	550% "

Arbitrary Example: For example, removal of (1) 30" DBH tree would receive payment for 2.0 tree units, removal of (1) 22" DBH tree would receive payment for 1.5 tree units, and removal of (1) 7" DBH tree would receive payment for 1.0 tree unit, for a total payment of 4.5 tree units.

The tree DBH shall be measured in the presence of the Engineer or the Engineer's representative.

SUBMITTALS: All submittals shall be as specified in the S-Pages. The Sub/Contractor shall submit the following for review and approval prior to performing work.

Qualifications In Quarantine Zone: State Certification- For all contracts within the Quarantine Zone, the Sub/Contractor must submit a copy of a valid Compliance Agreement issued by the State of New York Department of Agriculture and Markets, Division of Plant Industry.

MEASUREMENT AND PAYMENT: The quantity of **TREE REMOVAL** to be paid for under this Item shall be the number of tree units calculated in accordance with the payment schedule above, completely removed in accordance with the plans and specifications and directions of the Engineer.

The price bid shall be a unit price for **EACH** tree of the over 6" to 12" DBH size group, and shall include the cost of all labor, materials and equipment necessary for removing and disposing trees, including removal of root to 3' depth where required, borrowed fill, and all other incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer. The cost of State Certification and chipping wood waste shall be included in the bid price for all Contracts located within the Quarantine zone.

Removal of trees over 2 1/2" to 6" DBH may be paid under this Item, provided the Contract does not include a separate item for Clear and Grub. At the sole discretion of the Engineer, in consultation with NYCDPR Landscape Construction Unit, the Contractor shall be paid fifty (50%) percent of the base unit bid price for removal of trees over 2 1/2" to 6" DBH, where directed in writing.

Item No.	Item	Pay Unit
PK-ESCR 0712	TREE REMOVAL (6"-12" DBH)	EA
PK-ESCR 1318	TREE REMOVAL (12"-18" DBH)	EA
PK-ESCR 1924	TREE REMOVAL (18"-24" DBH)	EA
PK-ESCR 2530	TREE REMOVAL (24"-30" DBH)	EA
PK-ESCR 3136	TREE REMOVAL (30"-36" DBH)	EA
PK-ESCR 3742	TREE REMOVAL (36"-42" DBH)	EA

END OF SECTION

SECTION PK-ESCR 109 – SOD NEW LAWN

WORK: Under this Item, the Contractor shall furnish and install **SOD NEW LAWN** areas including preparation of sod bed and shall maintain new lawn areas in accordance with the plans, specifications, and directions of the Engineer.

INTENT: This specification is intended for rototilling and sodding new lawn of any size on either new or existing topsoil.

MATERIALS:

Sod: The approved Sod is superior sod grown from high quality seed of known origin. Seed is to be inspected by a Certification Agency to assure satisfactory genetic identity and purity, overall high quality, and freedom from noxious weeds at time of harvest.

The blend/mix of grass in sod shall meet the specifications set below and shall be harvested from one field to ensure a uniform color and texture. Percentages of each grass type by weight are to be within the given range for that type:

65%-85%	TALL FESCUE - One or more of the following varieties: Apache II, Arid3, Conchise III,Coronado Gold, Falcon IV, Jaguar III, Lancer (SH), Masterpiece, Rebel IV, Rebel Jr.(SH), Rebel Sentry, Rembrandt, Tomahawk E+, RTF or approved equal.
15%-25%	BLUEGRASS - One or more of the following varieties: Able I (SH), Blacksburg, Glade (SH), Moonlight, Midnight, America (SH), Brilliant, Ram (SH), Touchdown (SH), Warren's A-34 (SH), Bristol (SH), Lofts 1757 (SH) or approved equal.
0 - 10%	PERENNIAL RYEGRASS - One or more of the following varieties: Brightstar II, Manhattan 4, Citation Fore, Elfkin, or approved equal.

NOTE: The cultivars followed by "(SH)" exhibit better shade tolerance than other varieties, under moderate shade. Sod shall be machine cut to a uniform soil thickness of five-eighth inch (5/8"), plus or minus one-quarter inch (1/4") at the time of cutting. Measurement for thickness shall exclude top growth and thatch.

Individual pieces of sod shall be cut eighteen inches (18") wide by sixty inches (60") long (7 1/2 sq.ft.) or rolls four feet (4') wide by fifty feet (50') long (200 sq.ft.). Standard sections of sod shall be strong enough to support their own weight and retain their size and shape when suspended vertically. Sod shall not be harvested or transplanted when moisture content may adversely affect its survival.

Sod shall be harvested, delivered, and transplanted within a period of thirty six (36) hours. Before cutting, Sod shall be mowed uniformly at a height of one and one-half inches (1 1/2"). The Engineer may inspect the Sod before it is harvested, but reserves the right to reject, on or after delivery, any Sod which, in their opinion, does not meet with the specifications.

When sod is delivered with monofilament (plastic or similar) backing, the backing shall be removed after rolling out the sod and discarded in an approved manner.

Ground Limestone: (Calcium Carbonate) shall have the following analysis: at least fifty percent (50%) shall pass a 200 mesh sieve; at least ninety percent (90%) shall pass a 100 mesh sieve; and one hundred percent (100%) shall pass a 10 mesh sieve. Total carbonates shall not be less than eighty (80) percent or 44.8% Calcium oxide equivalent. Pelleted limestone may be substituted at the discretion of the Engineer, when wind conditions exceed five (5) miles per hour.

The Contractor shall, at the direction and discretion of the Engineer, furnish a certified report of chemical analysis of representative samples of the Limestone which the Contractor proposes to use. All samples are to be taken by the Engineer and delivered to the laboratory: the price bid shall include inspection and laboratory charges. Limestone shall not be delivered until samples have been approved by the Engineer, but such approval does not constitute final acceptance of the material. The Engineer reserves the right to reject on or after delivery any material which does not, in the Engineer's opinion, meet these specifications.

All limestone shall be delivered in standard size bags of the manufacturer showing weight, analysis, and name of the manufacturer. It shall be stored in such a manner that its effectiveness will not be impaired, as directed by the Engineer.

The rate of application of limestone per thousand (1,000) square feet shall be as follows, depending on the Hydrogen Ion concentration (pH) shown by a pH test (pH test to be provided by the Contractor at no additional cost to the City).

pH	**RATE (LBS.)**
Below 5.0	160
5.0 to 6.0	80
Over 6.0	0

Commercial Fertilizer Low Phosphorus (Slow Release): shall have the following composition by weight: Nitrogen (N) shall be min. 4% - max. 10%, of which min. of 50% is slow-release; available Phosphorus (P) shall be 0.67% or less (unless soil test indicates a need for additional phosphorus); and soluble Potash (K) shall be min. 4% - max. 12%.

Fertilizer shall be a pesticide free (no weed-and-feed) product such as Safer Ringer Lawn Restore II 10-0-6 as manufactured by Woodstream corp., Lifitz, PA; or approved equal.

All Commercial Fertilizer Low Phosphorus (Slow Release) shall be delivered in standard size bags of the manufacturer, showing weight, analysis, and name of manufacturer. It shall be stored as directed by the Engineer in such a manner that its effectiveness will not be impaired.

Application of any fertilizer on lawns or non-agricultural turf within 20 feet of a water body or on paved surfaces is restricted and may not be applied unless there is a buffer at least 10 feet wide of planted or naturally occurring vegetation, such as shrubs, trees and plants between the area receiving fertilizer and the water. Fertilizer shall not be applied between December 1 and April 1.

The rate of application: Two (2) applications of acceptable commercial fertilizer shall be applied by machine, each application at the rate of ten (10) pounds per 1,000 square feet or as recommended by the manufacturer. The first application shall be made at the time installation of Sod as specified.

The second application shall be made approximately six (6) months after the first application. This treatment shall take place during the next appropriate fertilizing season, the following Spring or Fall, and shall be subject to the direction of the Engineer.

The second application shall be applied to the surface only. Incorporation shall be achieved by thoroughly watering the entire area after application. The Contractor shall provide all labor and materials, including water, if not available from NYC sources.

PREPARATION OF SOD BED: Before any sod is placed, all areas to receive sod shall be thoroughly loosened with a rototiller to a depth of six inches (6"). All sticks, stones, roots, vegetation, or other objectionable material which might interfere with the formation of a finely pulverized sod bed shall be removed from the soil and a smooth uniform surface grade shall be established. Hollows, depressions, and gullies shall be filled by raking to level and topsoil added as necessary to provide a smooth surface prior to sodding. Topsoil shall be spread over the area to receive sod to the depth indicated on the drawings and as required to achieve the designated finished grade.

Compost (where required, paid separately): shall be thoroughly incorporated into the top five inches (5") of soil, where sod will be installed on existing topsoil and where soil testing indicates low levels of organic matter. Where required, the compost shall be spread at the rate of one (1) cubic yard per one thousand (1,000) square feet unless otherwise directed by Engineer. Where seed will be installed on new topsoil, compost shall not be added.

Amendments: After the compost has been incorporated into the existing soil, limestone (where required) and Commercial Fertilizer Low Phosphorous (Slow Release) shall be worked into the top three inches (3") of soil as directed by Engineer.

All amendments must be submitted for approval, see SUBMITTALS: The Contractor shall notify the Engineer three (3) days prior to application of amendments.

INSTALLATION: All areas to receive sod shall then be compacted using a two hundred pound (200 lb.) roller. The area shall then be thoroughly watered prior to the placement of Sod. After drying out sufficiently, the area shall be considered ready to receive the sod.

Sod is not to be delivered or placed in a frozen condition. Sod shall be harvested, delivered, and installed within a period of thirty six (36) hours. No sod shall be harvested, delivered, or placed when, in the opinion of the Engineer, high temperatures may adversely affect the survival of the Sod.

The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered, each piece butted close together with no voids between the pieces. Care shall be exercised to ensure that the sod is not stretched or overlapped. Where mechanical equipment is used to lay sod, flotation tires are to be used. The sod shall be rolled immediately after placement and then thoroughly watered.

Sod shall be laid a minimum of four (4) weeks prior to the Final Inspection date to allow the sod to thoroughly knit before being turned over. All dead sod shall be replaced prior to the Substantial Completion. All extra sod and/or plant debris remaining from the preparation procedure shall be removed from the site. The Contractor shall be liable for any damage to property caused by their sodding operations. All areas and construction disturbed shall be restored to their original condition, to the satisfaction of the Engineer.

WATERING AND MAINTENANCE: The Contractor shall maintain all sodded areas until final acceptance of the contract. The Contractor shall properly water as required to maintain optimum growing conditions for the new stand of grass until acceptance of the contract. Where water is supplied from City hydrants, the Contractor shall obtain a hydrant permit from the Department of Environmental Protection. The Contractor is responsible for keeping the permits current. The permits are available from each borough office. To obtain a permit, the Contractor should bring a copy of their City contract with a general description of the hydrant location(s) they propose to access. The addresses of borough offices are:

Manhattan: 1250 Broadway (8th floor)
Brooklyn: 250 Livingston St. (8th floor)
Bronx: 1932 Arthur Avenue (6th floor)
Queens: 96-05 Horace Harding Ex., Corona
Staten Island: 60 Bay St (6th floor)

If water is not available from NYC sources, the Contractor is responsible for supplying water from their own source.

In absence of adequate rainfall, watering shall be performed daily or as often as necessary and in sufficient quantities to maintain moist soil to a depth of at least four (4") inches. Watering shall be done during the heat of the day to prevent wilting.

The first mowing shall not be attempted until the Sod is firmly rooted and secure in place. Not more than forty percent (40%) of the grass leaf shall be removed by mowing. The grass height shall be maintained between one and one-half inches (1 1/2") and three inches (3"), as directed by the Engineer, until final acceptance and completion of the whole work under this contract. Any unsatisfactory Sod shall be removed and replaced at the Contractor's expense.

SUBMITTALS:

Sod Mix: The Contractor shall submit a document from the sod source for approval prior to delivery of sod to the site showing the seed composition and percentages of each grass type proposed.

Amendments: The Contractor shall submit proposed soil amendments for approval prior to delivery.

Invoices: The Agency reserves the right to request Contractor's invoices for all products used in this item.

MEASUREMENT AND PAYMENT: The quantity of **SOD NEW LAWN** to be paid for under this Item shall be the number of **SQUARE FEET** of sod furnished, placed, and maintained in accordance with the plans and specifications, to the satisfaction of the Engineer.

The price bid shall be a unit price per **SQUARE FOOT** of Sod and shall include the cost of all labor, materials, and equipment necessary or required to prepare the sod bed, incorporating Limestone (where needed), Commercial Fertilizer Low Phosphorous (Slow Release), dispose of surplus materials, furnish, lay, maintain, and water Sod and all work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Topsoil shall be paid for separately. Compost (where required per test results for existing soil) shall be paid for under its respective contract item. The price of water, regardless of the source, shall be considered part of the bid price.

Payment for work performed under this item shall be made as follows:

40% - after preparation of sod bed
30% - after sodding and rolling
10% - after second application of fertilizer
20% - at Substantial Completion, having maintained and watered new lawn for the life of the contract to the satisfaction of the Engineer.

Item No.	Item	Pay Unit
PK-ESCR 109	SOD NEW LAWN	SF

END OF SECTION

SECTION PK-ESCR 1218S – STUMP REMOVAL

WORK: Under this Item, the Contractor shall remove and dispose of designated existing stumps over six (6") inches in diameter. All work shall be performed in accordance with the plans and specifications by experienced workers to the satisfaction of the Engineer.

SPECIAL REQUIREMENTS FOR LONGHORNED BEETLE QUARANTINE ZONE: For tree work to be performed within the quarantine zone, the Contractor shall utilize the service of a Sub/Contractor certified by the New York State Department of Agriculture and Markets. Due to current Federal, State and NYC DPR policy, any wood waste that is generated must be completely chipped within the Quarantine Zone, by said certified Sub/Contractor. Log splitting equipment, where necessary, shall be utilized at no extra cost to the CityFor additional information regarding procedures, the Contractor shall notify the Engineer a minimum of 48 hours in advance of any work. Also, see requirements listed under heading "Submittals".

METHOD: Stumps and roots shall be excavated to a depth of three (3') feet. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. The fill shall be placed and compacted by acceptable methods to the satisfaction of the Engineer. Chips generated by stump removal operations shall be removed prior to backfilling.

If, when removing the stumps, existing walks or curbs are disturbed, the Contractor shall restore and/or reset these walks and curbs, at no additional cost, to the satisfaction of the Engineer. The Contractor is responsible for locating and protecting underground utilities from damage during excavation and/or grinding of stumps.

PAYMENT SCHEDULE: The Contractor will be paid at the following rates for the different size groups of stumps removed, based on the unit bid price for removing a stump over 6" to 12" in diameter (base unit).

STUMP DIAMETER	STUMP UNITS	PAYMENT PER STUMP REMOVED
Over 6" to 12"	1.0(base unit)	100% of Unit Bid Price
Over 12" to 18"	1.25	125% " " "
Over 18" to 24"	1.50	150% " " "
Over 24" to 30"	2.0	200% " " "
Over 30" to 36"	2.25	225% " " "
Over 36" to 42"	2.5	250% " " "
Over 42" to 48"	3.5	350% " " "
Over 48"	4.0	400% " " "

ARBITRARY EXAMPLE: For example, removal of one (1) 16" diameter stump would receive payment for 1.25 stump units, removal of one (1) 36" diameter stump would receive payment for 2.25 stump units and one (1) 26" diameter stump would receive payment for 2.0 stump units for a total of 5.50 stump units.

The stump diameter shall be measured in the presence of the Engineer.

SUBMITTALS: All submittals shall be as specified in the S-Pages. The Contractor shall submit the following for review and approval prior to performing work.

Qualifications In Quarantine Zone: State Certification-For all contracts within the Quarantine Zone, the Sub/Contractor must submit a copy of a valid Compliance Agreement issued by the State of New York Department of Agriculture and Markets, Division of Plant Industry.

MEASUREMENT AND PAYMENT: The quantity of **STUMP REMOVAL** to be paid for under this item shall be the number of stump units calculated in accordance with the above payment schedule, completely removed in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price for **EACH** stump of over 6" to 12" diameter size group removed and shall include the cost of all labor, materials and equipment necessary for removing stumps, including disposal of any generated material and required fees for disposal, borrowed fill, restoration of walks and curbs disturbed by this operation, maintenance and repair of utilities and all other incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

The cost of State Certification and chipping wood waste shall be included in the bid price for all Contracts located within the Quarantine zone.

NOTE: All stumps 6" diameter and less shall be removed under the Item "Clear and Grub".

Item No.	Item	Pay Unit
PK-ESCR 0712S	STUMP REMOVAL 6" TO 12" in DIAMETER	EA
PK-ESCR 2530S	STUMP REMOVAL 24" TO 30" in DIAMETER	EA

END OF SECTION

SECTION PK-ESCR 140 – TRANSPLANT TREE

WORK: Under these Items, the Contractor shall **TRANSPLANT TREE UP TO 4" CALIPER** and/or **TRANSPLANT TREE OVER 4" TO 6" CALIPER** as specified in the Plant Schedule or, in accordance with the plans, specifications, and directions of the Engineer.

NOTIFICATION: All trees to be transplanted shall be selected and tagged by the Engineer from existing plant material on the site. The Engineer must be present during all transplanting work. The Contractor shall notify the Engineer a minimum of 48 hours in advance of any work to be done under this item.

NOTE: Plant shall be dimensioned as it stands in its natural position. Trees up to and including four (4") inch caliper size shall be measured six inches (6") above ground level. Trees over four inches (4") in caliper size shall be measured twelve inches (12") above ground level.

QUALIFICATIONS REQUIRED: Arborist or Landscape Contractor shall be certified by the New York State Department of Agriculture and Markets to perform pruning work within the Asian Longhorned beetle quarantine zone. All pruning of limbs and roots must be performed by a qualified arborist, trained in proper pruning techniques, tree biology, diagnosis and treatment of plant diseases, and cabling and bracing.

ASIAN LONGHORNED BEETLE QUARANTINE ZONE REGULATIONS: Due to current Federal, State and NYC DPR policy, the following host species may not be planted in the quarantine zone. Host species are as follows: Acer-Maple, Aesculus-Horsechestnut/Buckeye, Salix-Willow, Betula-Birch, Populus-Poplar, Ulmus-Elm, Albiza-Mimosa/Silk Tree, Celtis-Hackberry, FraxinusAsh, Platanus-London Plane tree, Sycamore, Sorbus-Mountain Ash.

In addition, Nurseries located within the quarantine zone shall comply with State and Federal Law and all Contractors and/or Subcontractors shall be certified by the New York State Department of Agriculture and Markets to perform work within the Quarantine Zone (see Submittals section below).". Contractor is directed to check with the New York State Department of Agriculture and Markets for the most current host list and quarantine requirements and zone boundaries.

MATERIALS:

Burlap for Root Ball: Burlap shall be a natural fabric. No nylon burlap shall be permitted.

Cord or Rope: Cord or rope shall be sisal twine. Nylon rope shall not be permitted.

Fertilizer Tablets: Shall be Healthy Start Macro Tablets®, as manufactured by Plant Health Care, Inc., Pittsburgh, PA, or approved equal. The tablets shall have a nutrient analysis of 12-8-8 and contain a minimum twelve percent (12%) humic acid by weight, as well as biostimulants derived from sea kelp, amino acids, and a wetting agent derived from Yucca schidigera. Tablets shall contain a minimum 650,000 each of the following beneficial bacteria: nitrogen fixing, phosphorus solubilizing, and growth promoting. Twenty one gram (21 gm.) twenty four month (24 mo.) release tablets shall be added to the top four (4") inches of backfilled soil in the rates indicated on the following chart:

Size of rootball or container	Tablets per plant
20-24" B&B	5
30-36" B&B	6
42-48" B&B	8
54-60" B&B	12

For larger trees, use two (2) tablets for each one-half inch (1/2") caliper.

Mycorrhizal Fungi Inoculant: Shall be applied by means of a three (3 oz.) ounce premeasured dry formulation packet, such as Mycor Tree Saver Transplant®, as manufactured by Plant Health Care, Inc., Pittsburgh, PA; Rhizanova Tree Transplant, as manufactured by Becker Underwood, Inc., Ames, IA; or approved equal. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: Entrephosphora columbiana, Glomus clarum, Glomus etunicatum, and Glomus sp.; seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi (Pisolithus tinctorius); Biostimulant ingrediants including Yucca schidigera extract; soluble sea kelp extract derived from Ascophylum nodosum; humic acids; and acrylamide copolymer gel as a water absorbent medium. Mycorrhizal fungi inoculant shall be added to the top six to eight inches (6-8") of backfill soil in each planting pit and thoroughly mixed to distribute the inoculant. The material shall be applied according to the following chart:

Size of rootball or container	Ounces per plant
20" B&B	6
24" B&B	9
30" B&B	9
36" B&B	12
42" B&B	12
48" B&B	15
60" B&B	18
72" B&B	21
96" B&B	27

Stakes: Stakes shall be of white cedar with bark attached and have a maximum allowable deflection of ten percent (10%).

Wire: Shall be #12 gauge, annealed, galvanized, steel wire.

Hose: Shall be new reinforced one-half (1/2") inch dia. rubber hose.

Shredded Bark Mulch: Shall consist of shredded bark, pieces not exceeding three (3") inches in length and one (1") inch in width. Mulch contaminated with leaves, twigs, and/or debris shall not be acceptable. Only mulch derived from tree material, not from wood waste products like sawdust, shall be acceptable.

EXECUTION:

Note: The Engineer's representative must be present during all transplanting work. Plants shall be installed where shown on the plans and as the directed by the Engineer.

Preparation of Plants: All precautions customary in good trade practice shall be taken in preparing plants for moving, and workmanship that fails to meet the highest standards will be rejected. All plants shall be dug immediately before moving unless otherwise directed. All plants shall be dug to retain as many fibrous roots as possible. Balled and burlapped plants shall have a solid ball of earth of minimum specified size according to the American Standard for Nursery Stock securely held in place by burlap and sisal twine. Loose, broken, and wire caged balls will be rejected. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost to the Agency.

Bare root plants, where recommended by the Engineer, shall conform to the same standards for balled and burlapped plant material and shall be adequately protected from drying out and immediately heeled in moist soil until planting.

Time of Planting and Transplanting: Unless otherwise directed by the Engineer, evergreen material shall be transplanted from April 1st to May 1st and from September 1st to October 15th. Deciduous material shall be transplanted from March 1st to May 1st and from October 15th to December 1st.

Excavation of Planting Pits: Tree pit shall be dug a minimum of one (1') foot wider than root ball in all directions, and depth of pit shall be thirty-six (36") inches, or as directed by A&H.

No plant pits shall be dug until the proposed locations have been staked on the ground by the Contractor and approved by the Engineer. No plant pits shall be backfilled until approved by the Engineer and all pits shall have vertical sides unless otherwise directed. Where, in the opinion of the Engineer, the existing soil is unsuitable, it shall be replaced with Topsoil for New Planting Pits and Beds.

Where excavation is done by backhoe (or any comparable machine) Contractor shall exercise extreme care not to excavate too deeply. This will insure the least amount of settling, which is important to achieve a proper planting grade. If planting pits are dug before plant material is on site, the pits shall only be excavated to two-thirds (2/3) the depth of a standard pit, the final depth to be adjusted at the time of planting. If any backfilling is required, the soil under the root ball is to be compacted sufficiently to ensure no further settling or sinking.

While awaiting planting, the Contractor shall protect plant roots from drying out and the means employed shall be satisfactory to the Engineer and to A & H. In general, all plants shall stand, after settlement, at the same level at which they have grown. Care shall be exercised in setting the plants plumb with the "good face" to the outside. All ropes, stones, etc., shall be removed from the pit before backfilling. Soil for backfilling shall be loose and friable. Fertilizer tablets and Mycorhizal inoculant shall be added to backfill material in quantities described above.

Balled and burlapped plants shall be handled so that the ball will not be loosened or broken. After the soil has been thoroughly firmed under and around the lower half of the ball, the burlap shall be cut away from upper half of the ball and the remaining burlap adjusted to prevent the formation of air pockets. Soil shall be firmed at six (6") to eight inch (8") intervals and thoroughly settled with water the same day of planting.

Bare root plants shall be placed in the proper position in the center of the pit after the soil in the bottom of the pit has been firmed. Roots shall be arranged in their natural position and loose friable topsoil worked in among them, firmed at intervals and thoroughly settled with water. Care shall be taken to avoid bruising or breaking the roots when tamping the soil. All large and fleshy roots which are bruised or broken shall be pruned with a clean cut before planting

Finishing Surface After Backfilling: The Contractor shall cultivate and rake over finished planting areas and shall leave them in an orderly condition. On level ground or slight slopes a shallow saucer or basin a little larger than the diameter of the plant pit shall be left around each plant as shown on the plans or as directed by the Engineer. On steep slopes the soil on the lower side of the plant shall be graded in such a manner that it will catch and hold water, as shown on the plans or as directed by the Engineer. The transplanted plants shall be watered with a minimum of twenty (20) gallons each.

After the shallow tree saucers or basins have been prepared, they shall be mulched, three to four inches (3-4") in depth, inside, and along the outside edge of the saucers or basins.

Pruning: Dead, injured or diseased wood shall be removed in accordance with good horticultural practice. Crossed branches shall be pruned with a sharp tool in such a manner as to preserve and encourage the plant's natural growth form. Do not cut leaders or use wound paint or dressing to treat cut areas. Additional pruning may be required as determined by the Transplanting

Subcontractor to preserve aesthetic balance. Any pruning shall preserve the natural character of each plant and shall be done in a manner appropriate to its particular requirements. In general, no more than one-fourth (1/4) of the wood of deciduous plants shall be removed by thinning or shortening branches. Double leaders and multiple branched crotches shall be corrected. Any crown pruning shall be done during the transplanting season and may be performed either before or after transplanting, at the Subcontractor's discretion. If done before transplanting, additional pruning may be required to correct any damage incurred during the transplanting operation. In no case shall leader branches be removed or harmed. The crowns of young trees should not be cut back to compensate for root loss. All pruning shall be done with sharp tools in accordance with the instructions, and in the presence of, the Engineer.

AT NO TIME SHALL MORE THAN 20% OF A TREE'S LIVE CANOPY BE REMOVED.

Debris: If directed by the Engineer, pruned material shall be chipped and spread as mulch to supplement "Protect existing tree roots with wood chips" item. All other pruned material and debris shall be removed from the site of the contract within twenty four (24) hours and disposed of as directed by the Engineer, and per the Quarantine provisions.

Staking: All staking shall be done immediately after planting and all stakes, wire and guying material maintained. Plants shall stand plumb after staking. Stakes shall be placed outside of the root ball and shall be driven thirty-six inches (36") into the ground for all trees under three and one-half (3-1/2") inches in caliper and shall be driven forty-eight inches (48") into the ground for all larger trees. Stakes shall be fastened to the tree with a doubled strand of #12 gauge, annealed, galvanized, steel wire run through a suitable length of new reinforced one-half inch (1/2") rubber hose, or approved equal, as directed by the Engineer. Stakes shall be set parallel to the contours, curbs, or walks unless otherwise directed by the Engineer. Staking shall be as follows:

Minor trees over three (3') feet and less than ten (10') feet in height shall be supported by two (2) stakes five feet (5') long in accordance with the plans and specifications or as directed by the Engineer.

Major trees less than three and one-half (3 1/2") inches in caliper shall have two (2) stakes eight feet (8') long with a minimum stake diameter of three inches (3").

Major trees four (4") inches in caliper shall have three (3) stakes ten feet (10') long with a minimum stake diameter of three inches (3").

Major trees between four (4") inches and six (6") inches in caliper shall be staked as directed by the Agency's Capital Division Arboriculture and Horticulture representative or by the Engineer.

Stakes, wires, hoses and guying shall be removed at the end of the guarantee period unless otherwise directed by the Engineer.

Spraying with Anti-Desiccant: When directed by the Engineer, the Contractor shall spray all Plant Material with an anti-desiccant, using an approved power sprayer to apply an adequate film over trunks, branches, twigs, and/or foliage, as directed by the Engineer. The anti-desiccant shall be an emulsion which will provide a protective film over plant surfaces, permeable enough to permit transpiration. The anti-desiccant shall be Hydrotec100, by Botanical Security Products Co., New York, NY; or Wilt Pruf, NCF, as manufactured by Nursery Specialties Products, Greenwich, CT; or approved equal. Anti-desiccants shall be delivered in containers of the manufacturer, shall be mixed according to directions, and applied to plant material within forty-eight (48) hours of each day's planting that is completed.

Edging of Planting Areas: The Contractor shall establish a neat edge where planting areas meet grass areas as shown on the plan or as directed by the Engineer. Edging shall be done by

competent mechanics in a workmanlike manner with a spade or edging tool immediately after all planting is completed. Particular care shall be exercised in edging to establish good flowing curves as shown on the plans or as directed by the Engineer. Edging shall be maintained by the Contractor.

MAINTENANCE: The Contractor shall maintain areas within the drip line of all transplanted plant material within the limits of this contract in accordance with the plans and specifications and directions of the Engineer through the Guarantee period specified in Schedule A.

The Contractor shall submit for approval a proposed maintenance schedule specifying workers, materials, and equipment required to comply with maintenance provisions. The proposed schedule shall commence three (3) weeks from the date of final inspection.

Maintenance shall be defined as watering, weeding, cultivating; pruning; spraying with anti-desiccant (where directed by the Engineer), adjustments and replacement of stakes, anchors and wires; repair of minor washouts and gullies up to twelve (12") inches in depth; and other horticultural operations necessary for the proper growth of all plants and for keeping the entire area within the contract limits neat in appearance.

The maintenance period shall extend from May 1st to October 15th and maintenance shall be repeated at least every three (3) weeks. Dead, dying, or undesirable plants shall be removed during this period at the direction of the Engineer. Under no conditions shall weeds be allowed to grow more than six (6") inches in height. The cost of maintenance shall be included in the prices bid.

REPLACEMENT: The Contractor shall replace, in accordance with the contract plans and specifications, any transplanted plant material that is dead or, in the opinion of the Engineer, in an unhealthy or unsightly condition, and/or have lost their natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, in the next planting season. There shall be a guarantee on plant material commencing after the final acceptance and the completion of the whole work of this contract. The duration of the guarantee period is set in Schedule A. When instructed by the Engineer, plant material that has died after final acceptance shall be replaced in the next appropriate planting season, even when the next planting season falls outside the one year period.

Names for Replaced Material: Plant names, size, and grading standards shall conform to those prepared by the American Association of Nurserymen Horticultural Standards, 2004 Edition, unless otherwise specified. No substitution shall be permitted, except with the written permission of the Engineer and the approval of the Design Division. Replacement trees shall be between two and one half (2 1/2") inches and three and one half (3 1/2") inches caliper (regardless of transplanted tree size), and be the same species as the transplanted tree unless otherwise directed. A&H shall be consulted to select a replacement species where transplanted tree is an ALB host species within quarantine zone.

Where vandalism or related causes are agreed by the Engineer as the cause for transplanted plant material death, the Contractor shall not be responsible for replacement during the guarantee period after final acceptance.

Where dead plant material has been identified, whether due to natural causes or vandalism, the Contractor shall remove the dead material, including stakes, and wire (if applicable) within three (3) weeks of notification.

At the expiration of the guarantee period, unless specifically directed by the Engineer, the Contractor shall leave the entire area cultivated and weed free and shall remove all stakes and

wires. All saucers in seeded or sodded areas shall be leveled and seeded with the appropriate mix under the direction of the Engineer.

FINAL ACCEPTANCE: The Contractor shall be liable for any damages to property by transplanting operations and all areas and construction disturbed shall be restored to their original condition, to the satisfaction of the Engineer.

SUBMITTALS: All submittals shall be as per the S-Pages. The Contractor shall submit the following for review and approval prior to performing work:

State Certification (in quarantine zone only) where applicable: The Contractor must submit a copy of a valid Compliance Agreement issued by the State of New York Department of Agriculture and Markets, Division of Plant Industry.

MEASUREMENT AND PAYMENT: The quantity of **TRANSPLANT TREE UP TO 4" CALIPER** and **TRANSPLANT TREE OVER 4" TO 6" CALIPER** to be paid for under these items shall be the number of trees transplanted and maintained in accordance with the plans and specifications, to the satisfaction of the Engineer.

The price bid shall be a unit price for **EACH TRANSPLANT TREE UP TO 4" CALIPER** and each **TRANSPLANT TREE OVER 4" TO 6" CALIPER** and shall include the cost of unclassified and/or hand excavation of plant pits, ball and burlap operation, transplanting, pruning, slow-release fertilizer tablets mycorrhizal inoculant, anti-desiccant, shredded bark mulch, staking, watering, replacing, and maintaining all transplanted trees, and all other work incidental thereto in accordance with the plans and specifications, to the satisfaction of the Engineer.

Topsoil For New Planting Pits and Beds and Tree Growth Regulator, where required and as directed by the Engineer, shall be paid for separately under their respective contract items.

Item No.	Item	Pay Unit
PK-ESCR 140	TRANSPLANT TREE UP TO 4" CALIPER	EA
PK-ESCR 140 B	TRANSPLANT TREE OVER 4" TO 6" CALIPER	EA

END OF SECTION

SECTION PK-ESCR 149 – GEOTEXTILES – SEPARATION, STABILIZATION

WORK: Under these Items, the Contractor shall furnish and install **GEOTEXTILE - SEPARATION** and/or **GEOTEXTILE - STABILIZATION** in accordance with the plans and specifications, as directed by the Engineer.

MATERIALS:

Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The geotextile and the threads used in sewing geotextiles, shall be resistant to chemical attack, rot, and mildew. The geotextile shall have no tears or defects which adversely alter its physical properties. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. The geotextile shall have no tears or defects which adversely alter its physical properties. The separation and stabilization applications shall be as specified below:

GEOTEXTILE - SEPARATION APPLICATION: Separation application is defined as the placement of a flexible porous geotextile between dissimilar materials so that the integrity and functioning of both materials can be maintained or improved, but where water seepage through used in separation applications shall conform to the following AASHTO-M-288 properties for separation geotextiles:

	ASTM Test		
Structure		Woven	Non-Woven
Elongation	D4632	< 50%	≥ 50%
Grab Strength (Minimum)	D4632	1100 N (247 LBF)	700 N (157 LBF)
Tear Strength (Minimum)	D4533	400 N (90 LBF)	250N (56 LBF)
CBR Puncture (Minimum)	D4833	4000 N (900 LBF)	1820 N (410 LBF)
Permitivity (Minimum)	D4491	0.02 / sec.	0.02 / sec.
Apparent Opening Size (Maximum)	D4751	0.6 mm (0.023 inch) Std. No. 30 sieve	0.6 mm (0.023 inch) Std. No. 30 sieve

Geotextile used in separation applications shall be FX-66 (woven) or FX-60HS (nonwoven) manufactured by Carthage Mills, Cincinnati, OH, or 600X (woven) or 160N (nonwoven) as manufactured by Mirafi, Inc., Pendergrass, GA, or TerraTex HD (woven) or TerraTex N06

(nonwoven) as manufactured by Hanes Geo Components, Winston Salem, NC or approved equal.

GEOTEXTILE - STABILIZATION APPLICATION: Stabilization application is utilized in wet, saturated conditions to provide the coincident functions of separation and filtration. In some installations, the geotextile can also provide the function of reinforcement. The stabilization application is appropriate for subgrade soils that are saturated due to a high groundwater table or due to prolonged periods of wet weather. Geotextiles used in stabilization applications shall conform to the following AASHTO M-288 properties for stabilization geotextiles:

	ASTM Test		
Structure		Woven	Non-Woven
Elongation	D4595	< 50%	≥ 50%
Grab Strength (Minimum)	D4632	1400 N (315 LBF)	900 N (205 LBF)
Tear Strength (Minimum)	D4533	500 N (112 LBF)	360 N (80 LBF)
CBR Puncture (Minimum)	D6241	4000 N (900 LBF)	1820 N (410 LBF)
Permitivity (Minimum)	D4491	0.05 / sec.	0.05 / sec.
Apparent Opening Size (Maximum)	D4751	0.43 mm (0.0165 inch) Std. No. 40 sieve	0.43 mm (0.0165 inch) Std. No. 40 sieve

Geotextile used in stabilization applications shall be FX66 (woven) or FX80-HS (nonwoven) manufactured by Carthage Mills, or 600X(woven) manufactured by Mirafi, Inc. or TerraTex HD (woven) manufactured by Hanes Geo Components, or approved equal.

INSTALLATION: For separation and stabilization applications the ground shall be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. After the ground has been prepared, the fabric shall be rolled directly on the ground. All seams shall be overlapped approximately six (6") inches. No equipment, materials or machinery shall be placed on or be transported over exposed fabric. Topsoil backfill or other clean fill shall then be carefully placed to prevent dislocation of the fabric.

If the fabric is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric which will overlap the undamaged fabric approximately

six (6") inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

SUBMITTALS: All submittals shall be submitted prior to purchase and in accordance with the requirements of the S-Pages.

Manufacturer's Data: The Contractor shall submit manufacturer's data with sufficient detail to demonstrate compliance with the requirements of this specification.

Samples: The Contractor shall furnish two labeled (2) samples, six inch by six inch (6" x 6") minimum, of the geotextiles intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work shall conform to the approved samples.

MEASUREMENT AND PAYMENT: The quantity of Geotextiles to be paid for shall be the number of **SQUARE YARDS** of **GEOTEXTILE - SEPARATION** and **GEOTEXTILE - STABILIZATION** required, measured in its final position, furnished and installed in accordance with the plans and specifications and the directions of the Engineer.

The price bid shall be a unit price per **SQUARE YARD** of each type of Geotextile installed and shall include the cost of furnishing all labor, material, equipment, submittals, and incidental expenses necessary to complete the work in accordance with the plans, specifications, and to the satisfaction of the Engineer.

Excavation, topsoil, or borrowed fill shall be paid for separately under their respective contract items.

Item No.	Item	Pay Unit
PK-ESCR 149	GEOTEXTILES–SEPARATION	S.Y.
PK-ESCR 150	GEOTEXTILES–STABILIZATION	S.Y.

END OF SECTION

SECTION PK-ESCR 618 – WATER TAP

WORK: Under these Items, the Contractor shall make a **WATER TAP** or **WET CONNECTION** of the size shown on the plans, to the existing water main in accordance with the plans, specifications, and directions of the Engineer. The Contractor shall obtain a permit from NYCDEP, saw cut pavement, prepare opening, abandon, disconnect, cap, or plug any existing water service from the existing water main in accordance with the Rules of the Bureau of Water Supply, arrange NYCDEP installation, arrange inspection (where required) prior to backfilling and restore street pavement.

PERMITS: The Contractor shall employ a licensed Certified Master Plumber to obtain a permit from the New York City Department of Environmental Protection (NYCDEP). All permits for work requiring opening or obstructing a street and/or sidewalk shall be contingent on approval by the New York City Department of Transportation (NYCDOT) or the agency having jurisdiction to authorize such opening. All permits shall be displayed at the work site.

MATERIALS & EXECUTION: The Contractor shall notify the Engineer three (3) days prior to intended date of work. The Contractor shall set up appointment with NYCDEP and pay all NYCDEP fees under this item. The Contractor shall erect proper barricades and all other protective devices in strict compliance with City ordinances governing the protection of the public. All materials, excavation, saw cutting, and restoration of street pavement (where applicable) shall be performed in accordance with NYCDEP and New York City Department of Transportation requirements. Size of excavation for water tap or wet connection shall be in accordance with the requirements of NYC Department of Environmental Protection "Rules governing and Restricting the Use and Supply of Water" Appendix Table #4 and Detail Figure No.1. If subsurface conditions prevent a plumber from making an excavation of the dimensions indicated therein, the plumber shall immediately notify the Engineer. The Engineer, in turn shall notify NYCDEP, who has the discretion to determine whether the dimensions should be changed, and what the new dimensions for the excavation shall be. Where excavations are required to be larger than Appendix Table #4, such excavation shall be paid separately under the item "Unclassified Excavation". All excavations shall be made safe by sheeting and bracing, where depth of excavation exceeds five (5) feet. Hand excavate as necessary to protect underground utilities. Arrange for inspection by NYCDEP (where necessary) prior to compacting backfill in six (6") inch lifts and street pavement restoration.

INSPECTION: Where required by NYCDEP, the connection shall be inspected prior to backfilling.

MEASUREMENT AND PAYMENT: For each **WATER TAP** or **WET CONNECTION** made in accordance with the plans, specifications, directions of the Engineer and provisions of the NYCDEP permit, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Water Tap or Wet Connection made and shall include furnishing all labor, material, equipment, and incidental expenses including obtaining permits, saw cutting, gooseneck connection for copper water tubing, unclassified excavation and/or hand excavation as required, all fees to NYCDEP, backfilling and compaction to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation beyond what is required by NYCDEP Appendix Table #4, Cap water line, Maintenance and protection of traffic, Restoration of Street Pavement, water line beyond the gooseneck connection, and Temporary Sheeting (where applicable) shall be paid under separate contract items.

Item No.	Item	Pay Unit
PK-ESCR 618	Water Tap 1½" DIA.	EA
PK-ESCR 621	Water Tap 2" DIA.	EA

END OF SECTION

SECTION PK-ESCR 622 – CURB AND PROPERTY LINE VALVES

WORK: Under this Item, the Contractor shall furnish and install **CURB & PROPERTY LINE VALVES** set of the size shown on the plans, in strict accordance with the plans, specifications, and directions of the Engineer. Each set shall consist of one curb valve and one adjacent property line valve.

INTENT: The Property Line Valve is intended for use as an on-site, shut-off valve to decrease use of the Curb Valve, and shall be located in an accessible area inside the Park's property line.

CURB VALVES: "The curb valves and boxes shall be set in the service pipe in the sidewalk area at the curb or within 2 ft. of the curb. Curb valves shall be of the gate type nonrising stem valve, designed for a minimum of 150 psi wwp." [NYC Building Code: RS16, P107.2(a) 9 and NYC DEP Rules and Regs. Section 138]. Valves shall be Stockham No. LFB-103; Nibco T113-LF; Milwaukee UP105, or approved equal. Curb Gate Valves shall have bronze body, bronze bonnet, inside screw, non-rising stem, solid wedge disk, and threaded ends.

EFFECTIVE JAN. 4TH, 2014, ALL PROPOSED INSTALLATIONS/ REPAIR OF VALVES TO BE UTILIZED ON ALL DOMESTIC DRINKING WATER SERVICES FOR HUMAN CONSUMPTION, MUST BE LEAD-FREE IN COMPLIANCE WITH THE AMENDED FEDERAL LAW, SAFE DRINKING WATER ACT (SDWA).

PROPERTY LINE VALVES: Property Line Valves two inches (2") and under shall be of the cylindrical Plug Type with a closed bottom and a top seal, fully enclosed one-quarter (1/4) turn check, straight through flow way which is resistant to turbulation of the flow stream, one piece cast bronze cylindrical plug and "T" head that aligns with the ports to provide a visual check of valve position, inside screw ends with I.P. threads, as is manufactured by Mueller Co. No. H-10283N, or approved equal. Adaptors are required for connecting to copper tubing.

OPERATING KEY: An approved operating key of proper size for each valve shall be furnished by the Contractor. However, the Contractor need not furnish more than two (2) keys for each type of valve, regardless of the quantity of valves called for in the Contract. For valves 2" diameter, the operating key shall be Stockham No. 1V437 for Stockham Valves, or the appropriate key for an approved equal valve.

SUBMITTALS: Provide Product Data including Manufacturer's catalog sheets and specifications for each valve type. List type of valves, manufacturer's model number, and size for each service application.

MEASUREMENT AND PAYMENT: The quantity of **CURB & PROPERTY LINE VALVES** to be paid for under this Item shall be the number of **SETS** consisting of both valves of each size, furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for each **SET** of **CURB & PROPERTY LINE VALVES** (two valves) of each size, and shall include the cost of all labor, materials, equipment, and other incidentals necessary to complete the Work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation, Valve boxes, water piping, including the pipe between the curb and property line gate valves shall be paid for separately under their respective contract items.

Item No.	Item	Pay Unit
PK-ESCR-622	Curb & Property Line Valves- 1 1/2" DIA.	SETS
PK-ESCR-623	Curb & Property Line Valves- 2" DIA.	SETS

END OF SECTION

SECTION PK-ESCR 624 – RPZ & WATER METER W/ REMOTE AND STRUCTURE

WORK: Under these Items, the Contractor shall provide all labor, materials and equipment necessary or required to furnish and install **RPZ and WATER METER W/ REMOTE & STRUCTURE** of the size indicated on the Contract Drawings, including all piping, fittings, valves, test tee, and test tee valve, if required and other incidentals necessary to complete plumbing work and connection to water service and water feed lines in accordance with the plans, specifications, and directions of the Engineer. RPZ (Reduced Pressure Zone) device is a type of Backflow Preventer. Water Meter W/ Remote Reader shall include Water Meter, Water Meter Strainer and Automatic Reading & Billing System (also known as Remote Reading Device). All factory plumbing work is to be done by a Licensed Plumber. All on-site plumbing work is to be done by a New York City Master Licensed Plumber.

EFFECTIVE JAN. 4TH, 2014, ALL PROPOSED INSTALLATIONS/ REPAIR OF BACK FLOW PREVENTER (BFP) DEVICESAND ALL ASSOCIATED VALVES TO BE UTILIZED ON ALL DOMESTIC DRINKING WATER SERVICES FOR HUMAN CONSUMPTION, MUST BE LEAD-FREE IN COMPLIANCE WITH THE AMENDED FEDERAL LAW, SAFE DRINKING WATER ACT (SDWA).

DEP APPROVED PLANS: The RPZ/Water Meter installation plans have been submitted to the NYC Department of Environmental Protection (DEP), Bureau of Water and Sewer Operation's (BWSO) Cross Connection Control Unit for approval. No work shall be done prior to receiving DEP approval of the aforementioned plans. Upon receiving approval, the plans shall be provided to the Contractor as a Supplemental Drawing, on or about the Order-to-Work (OTW) date.

To complete work under this item, the Contractor shall pay for the DEP Review Fees, including but not limited to the Backflow Prevention Device Review Fee, under the contract item "ALLOWANCE FOR DEP BPD REVIEW FEE". Checks shall be made payable to the New York City Water Board.

MATERIALS: Entire unit shall be fabricated and installed in accordance with this specification and Contract Drawings.

Precast Concrete Structures: Enclosure structures for the RPZ and water meter shall be as manufactured by A.C. Miller Concrete Products Inc., Spring City, PA., or approved equal.

Concrete: All concrete shall fulfill the material requirements Class A-40 concrete per NYCDOT Standard Highway Specifications Section 3.05, except that compressive strength shall be 5,000 psi at 28 days. All precast concrete shall have a honed finish. The precast concrete shall be well cured, shall be dense and shall have good edges. The cement and aggregate shall be thoroughly mixed in a proportion of one (1) part Portland Cement to not over six (6) or less than four (4) parts of aggregate. The aggregate fine and course shall conform to ASTM C-33. Aggregate shall be free of all deleterious substances which cause reactivity with oxidized hydrogen sulfides. Aggregate shall be graded to produce a homogeneous concrete mix. All exposed concrete edges shall be finished with a forty-five (45°) degree, three-quarter (3/4") inch chamfer.

Coating For Concrete: Above grade portion of precast concrete boxes shall be patched to conceal holes and then receive one (1) coat of a 100% acrylic polymer coating with a pebble finish similar to Color Coat #3107, as manufactured by BASF Senergy, Florham Park, NJ or approved equal. Color to be Sage.

Reinforcement: Steel reinforcement shall conform to the provisions of the NYCDOT Standard

Highway Specifications. Reinforcement shall be placed as shown on the drawings.

Ladder Rungs: Ladder rungs for each water meter structure shall be constructed of copolymer polypropylene plastic, as manufactured by M.A. Industries, Peachtree City, Ga., or approved equal.

RPZ Structure Access Doors: Shall be high security flat plate stainless steel, single leaf, similar to JustSet Doors as manufactured by Pennsylvania Insert Corp., Spring City, PA, or approved equal. The two (2) types of RPZ Structure Access doors are as follows:

Two (2) vertical 30" x 24" (hinged) high security stainless steel access doors, painted. One (1) Horizontal 12" x 24" (no hinges) high security stainless steel access door, painted.

Stainless steel doors for RPZ structure shall be painted with one primer coat and one finish coat. All three doors shall be cleaned with solvent to remove oil, grease, dirt and other foreign material, then primed with a low VOC, water based wash primer, free of heavy metals and mineral acids, similar to DTM Wash Primer as manufactured by Sherwin Williams Protective & Marine Coatings, Edison, NJ or approved equal. Finish coat shall be high gloss enamel paint similar to Industrial Enamel HS (B54Z-400 series) as manufactured by Sherwin Williams Industrial Coatings, Edison, NJ or approved equal. Color to be Sage to match coating for concrete.

Water Meter Structure Access Door: Access door shall be 36" x 30" size, heavy duty (H20 loading) high security, color (brown) anodized aluminum, similar to JustSet Door as manufactured by Pennsylvania Insert Corp., Spring City, PA, or approved equal. Frame shall have integral drain channel, anchor flanges, and neoprene gasket. A one-and-one half inch (1 1/2") drain coupling shall be located on the corner of the frame. Operation shall be spring assisted for easy operation. A hold open arm shall automatically lock the door in the 90 degree position. Hinge shall be heavy forged brass with a stainless steel pin. Door shall be provided with two locks. Lock shall be "Ford" lifter worm lock with waterworks bronze pentagonal bolt type "LL". All hardware shall be zinc or cadmium plated.

Construction Accessories: Frames shall be 3/16" x 2" x 2" angle welded with joints ground smooth, after fabrication. Hinges shall be heavy duty and welded to door and frame.

Security Bolts for RPZ Structure doors: Security Bolts for RPZ Structure shall be NYC DPR pattern # 83 registration # "116183", Part # H11777155, as manufactured by McGard, Orchard Park, NY, or approved equal. Threads for security bolts shall be at least one-third (1/3) bolt dia. for proper "bite". Vertical doors shall have two (2) security bolts; 7/16 - 20 x .750. Horizontal door for RPZ structure shall have four (4) security bolts; 7/16 - 20 x .750. For security reasons, one security bolt key for each RPZ installed shall be shipped by McGard directly to the attention of: The Administrative Assistant to the Director of Engineering, NYC Parks Olmsted Center, Corona, NY 11368, with written confirmation provided to the Engineer. Under no circumstances shall the Contractor be provided with a key.

Security bolts for Water Meter Structure Horizontal Access Door: Security bolts for Water Meter

Structure Horizontal Door shall be two (2) pentahead security bolts. Special Design Criteria For Security Bolts:

1) Bolt must be made from alloy steel, heat treated to 150,000 psi tensile strength.
2) Head of bolt must be selectively hardened to Rc 60 min. to prevent the use of files, hacksaws, and chisels.
3) Bolt is to be made with either a flat or 120^{o} cone seat as required.

4) Bolt will be torqued by means of a recessed curvilinear ("Daisy") groove in the top face of bolt head. A special mating key is required to operate in groove for installation and removal of bolt.
5) Bolts are to be zinc nickel plated in order to meet an ASTM B-368 C.A.S.S. test for 22 hours.
6) Bolt lengths are to be held to +/- .01".
7) Bolt threads are to be class UNC-2A.

Water Piping: Shall be hard temper type 'K' copper tubing meeting the Department of General Services; Division of Municipal Supplies, Dept. of Purchase, Specification No. 32-T-1.64 and ASTM No. B88-1974. Fittings shall be approved wrought copper and bronze solder -joint pressure fittings (ANSI B 16.22).

RPZ: The RPZ device shall be Febco Model LF825YA, or approved equal. Size shall be as indicated on the Contract Drawings and shall fit inside the precast concrete structure as shown on Contract Drawings. The RPZ shall meet the requirements of American Society of Sanitary Engineers (ASSE) Standard 1013 and the American Water Works Association (AWWA) Standard Code 506-78. RPZ shall be lead free in compliance with the amended Federal Law Safe Drinking Water Act (SDWA).

The RPZ shall consist of two independently operating center guided, spring loaded, "Y" pattern check valves and one hydraulically dependent differential relief valve. Mainline valve body and caps including relief valve body and cover shall be bronze. Check valve and relief valve components shall be constructed so they may be serviced without removing the valve body from the line. Shut-off valves and test cocks shall be full ported resilient seated ball valves.

Gate Valves: The House Control Valve (HCV) and Valve for Test Tee shall be a Class 125, all bronze gate valve, with non-rising stem and solid disc, with screwed bonnet and threaded ends, such as Stockham Figure LFB-103, or approved equal. For water meters up to 1" size, a plain-tip (end faucet) test tee shall be used. For meters larger than 1.5", the test tee shall be with a valve and capped.

Ball Valves: The Meter Inlet Control Valve (MICV) and Meter Outlet Control Valve (MOCV) shall be lead free, brass, full port ball valve, such as Ultra Pure UPBA400 P2, or approved equal.

Electrical Grounding: For continuity of Electrical Grounding (during RPZ Maintenance) the Contractor is to furnish and install one (1) #2 tinned copper ground conductor and copper alloy ground connectors as per O.Z. Gedney, Type ABG for 1" & 1-1/2" dia. and CG for 2" dia. pipe or approval equal. Ground work is to be done prior to any painting or insulation if needed.

Water Meter: The one (1") inch water meter shall be Neptune T-10, as manufactured by Neptune Technology Group, Inc., Tallassee, AL, or AccuStream manufactured by Sensus, Raleigh, NC or approved equal. The one and one-half (1 ½") inch water meter shall be Neptune T-10 manufactured by Neptune Technology Group, Inc., or Omni C^2 manufactured by Sensus or approved equal. The two (2") inch water meter shall be Omni C^2 manufactured by Sensus or evoQ4 Electronic manufactured by Elster AMCO Water, LLC, Ocala, FL, or approved equal.

All water meters furnished shall conform to the "Standard Specifications for Cold Water Meters", AWWA Standard C700 latest revision. Only meters on the current "List of Approved Water Meters and Related Equipment", published by NYC DEP will be accepted as an approved equal.

The size, capacity and meter lengths shall be as specified in AWWA Standard C700, latest revision. The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision to minimize premature wear. The installation of water meters shall comply with RCNY Title 15, Chapter 20, "Rules and Regulations Governing and Restricting the Use and Supply of Water".

Meter Maincase: All one (1") inch meter maincase shall be the removable bottom cap type with the bottom cap secured by six (6) bolts. Bottom caps shall be interchangeable, size for size, between frost-protected synthetic polymer or cast iron and non-frost protected (bronze) models. No meters utilizing frost plugs will be accepted. Non-frost protected meters shall have bronze or synthetic polymer bottom caps. The cross section of the bottom shall break clean when subjected to freezing pressure of 600-850 psi. All maincase bolts shall be of 300 series stainless steel to prevent corrosion. Bottom cap bolt lugs shall be enclosed in the maincase and shall not have externally exposed, threaded through holes. All one and one-half (1-1/2") inch and two (2") inch meters shall have a split design secured by bronze or stainless steel bolts.

Register: The register shall be of the straight reading sealed magnetic drive type and shall contain six (6) numeral wheels. Registers must be sealed and dry. All direct reading register lenses shall be flat, of high strength, and impact resistant glass to prevent breakage. The dial shall be of the center sweep pointer type and shall contain 100 equally divided graduations at its periphery. The register must contain a low flow indicator with a 1:1 disc nutating ratio to provide leak detection. Register boxes shall be bronze.

All meters must be adaptable to digital encoder register without interruption of the customer's service for the purpose of pit, remote, or central meter reading. The registers shall be secured to the maincase by means of a plastic tamperproof seal pin to allow for in-line service replacement. Seal screws are not acceptable.

Register retainer rings shall have an impact resistant design which absorbs register glass lens impact. All registers shall have the size, model, and date of manufacture stamped on the dial plate.

Measuring Chamber: The measuring chamber shall be a nutating disc type, the flat nutating disc shall be molded of a non-hydrolyzing hard rubber or synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller with a stainless steel shaft located within the disc slot. The roller head shall roll on the

buttressed track provided by the diaphragm in the measuring chamber. The measuring chamber shall be of a 2-piece snap-joint type. The measuring chamber shall be made of non-hydrolyzing synthetic polymer, shall be smoothly and accurately machined and shall contain a removable molded diaphragm of the same material as that of the chamber. No screws shall be used to secure the chamber together. The control block shall be the same material as the measuring chamber and be mounted on the chamber top to provide sand ring protection. The control block assembly shall be removable to facilitate repairing. Control block assemblies shall be designed to allow no magnetic slippage which would result in a loss of revenue. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" Ring gasket to eliminate chamber leak paths.

Warranty: All meters and registers will be waranteed for one year on material and workmanship. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700 (low, intermediate, and full flow). All meters shall be guaranteed adaptable to the Neptune ARB Encoder Electronic Meter Reading Systems.

Strainer: The strainer shall be located near the inlet maincase port, before the measuring chamber and control block assembly.

Remote Reader: The Remote Reader shall be Neptune Proread ARB System ® as manufactured by Neptune Technology Group, Inc., Tallassee, AL, or ECR or Full Electronic Register as manufactured by Sensus, or Scancoder Emulation as manufactured by Elster, or approved equal. The Remote Reader shall be a self-contained encoder register metering system designed to obtain remote simultaneous water meter registration directly from the register odometer. The metering information shall be obtained through a remotely located receptacle using a compatible data capture system.

Encoder Meter Register: Shall be direct mounted with encoded odometer wheels and digital data stream. Batteries or pulses are not allowed.

Registration: The register shall provide a six digit visual registration at the meter. The unit shall, in a digital format, simultaneously encode the four or six most significant digits of the meter reading for transmission through the remotely located receptacle. (The most significant meter registration digits are defined as those digits on the register number wheels that denote the highest recorded values of water consumption.) A quick indexing mechanism shall be employed which shall prevent ambiguous reading. The register shall have a full test sweephand or dial divided into gradients of down to 1/100th of the units of registration. Register test rings shall be available for shop testing. The units of registration shall be in U.S. gallons. These units shall be clearly designated on the face of the register. The month and year of manufacture and other identification information shall appear on the face of the register. The register shall employ a leak detection indicator on the dial face. Registers using pulse generation or conversion of pulses to digital output is not permitted. Batteries shall not be required.

Mechanical Construction: Materials used in the construction of the register shall be compatible with the normal water meter environment and with each other. The unit shall possess a copper bottom and incorporate a rubber O-ring seal. Where indicated, pit set

registers must be provided with moisture protection for all internal components when operating under flooded pit conditions. The register and mounting base shall be integral components and should not allow for disassembly. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof plastic seal pin shall be used to secure the register to the main case. No special tools shall be required to remove the register. The register head must swivel 360 degrees without removing the seal pin to facilitate visual reading and ease of wiring. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service. Provision shall be made in the register for the use of seal wires to further secure the register. Terminal screws must be accessible on the register for transmission wire connection to the remote receptacle or future connections to a telephone system.

Electrical Construction: The materials employed for contacts and connectors shall inhibit corrosion and shall suffer minimal effect from environmental conditions to which they are exposed. The number wheels used in the register assembly shall be provided with spring-type bifurcated metal contacts to insure a high probability of information transmission.

Connection shall be made to the register by three screw-type terminals, sonically inserted into the register top. Access to the terminals shall be available to all models of register. A port cover shall be provided to cover the terminals after they have been wired. Digitally formatted data transmitted from the register shall incorporate a check sum character to verify correct information transmission and integrity. Data errors shall be indicated by the reading equipment.

Meter Reading Information: The encoder register shall provide up to six digits of information to the reading equipment. A ten digit identification number shall also be provided with each reading. The utility shall have the option to reprogram the internal register identification number an unlimited number of times. The encoder register must have the capability to provide additional custom information to the reader. This information shall be programmed (and reprogrammed at any time) by the utility. Information on programming the register, equipment needed, and encoder meter reading output shall be provided with each proposal.

Remote Mounted Receptacle: Remote receptacle shall provide a communication link for the transmission of information from the register.

Mechanical Construction: Where indicated, a remote receptacle must be provided for attachment to a pit meter lid with another unit also designed for attachment by wall mounting. The materials employed shall be corrosion resistant, resist ultraviolet degradation, unaffected by rain or condensation, and compatible with rugged service and long life. The pit mounted receptacle shall be mounted to the water meter access door of the meter concrete structure using two screws to be provided by the utility. The hole size to be drilled in the access door shall not exceed 3/8" each. The pit mounted receptacle shall be provided with a minimum length of ten feet of wire connected and sealed at the receptacle without terminal exposure.

Electrical Construction: The receptacle construction shall incorporate the function of a cable clamp or strain relief. Design of the unit shall be such that it provides for mechanical and electrical connection between the receptacle and interrogation equipment.

Cable: The connecting cable shall be of the two-wire conductor type in a sheath which shall be abrasion and moisture resistant. Each conductor shall be color coded.

INSTALLATION:

Excavation: The Contractor shall excavate to the lines as shown in the drawings. Temporary sheeting is required in excavation for the precast concrete structure.

Temporary Sheeting: All shoring work shall meet or exceed the requirements of the New York State Department of Labor, Industrial Code Rule 23 and Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction (OSHA).

The type of sheeting and bracing shall be satisfactory to the Engineer and subject to the Engineer's approval, but the approval by the Engineer of a method to be used does not relieve the Contractor of the Contractor's responsibility for protection and safety.

Setting of Precast Concrete Water Meter Structure: The precast concrete water meter structure shall be set on a six (6) inch thickness of broken stone with additional stone added inside the twelve inch (12") x twelve inch (12") drain sleeve to the top of the bottom slab. The RPZ Structure shall be set on the Water Meter Structure, as shown on the Contract Drawings.

The Contractor shall install supports for the water meter at the height shown on the Contract Drawings. The meter shall be set so that the dial faces upward and is horizontal. The dial shall not be more than three (3) feet above the floor. The encoder register shall be installed on meter as per manufacturer's instructions. The remote reader receptacle shall be installed in the pit cover as per the manufacturer's directions and recommendations, allowing reading of the meter from above ground level. The Contractor to allow sufficient Water Meter Remote Reader cable slack for manhole cover removal. The RPZ shall be installed as shown on the Contract Drawings and per manufacturer's instructions.

Connections: The Contractor shall connect the water piping as shown on the Contract Drawings for complete and satisfactory operating unit to the satisfaction of the Engineer. Connections shall be made to The Water Meter by coupling union or flange union on both inlet and outlet

ends of the meter and bored for sealing with holes not less that one-eight (1/8) of an inch in diameter - solder connections are not permitted. Connections to the RPZ shall be as shown on the Contract Drawings and per manufacturer's instructions.

SUBMITTALS: Provide Product Data including Manufacturer's catalog sheets and specifications for each item type.

Shop Drawings: The Contractor shall submit Shop Drawings showing installation of the complete RPZ assembly, water meter, piping, pipe supports, precast concrete structures, doors and the coatings.

Catalog Cuts: The Contractor shall submit Catalog Cuts of the RPZ, water meter, meter reading system, control valve, and all connected piping for approval prior to installation.

Certifications: The Contractor shall be responsible for obtaining all Certification necessary to comply with the NYC Department of Environmental Protection (DEP), Bureau of Water and Sewer Operation's (BWSO) Cross Connection Control Unit for approval & the NYS Department of Health regulations for RPZ's (after installation) including:

1. Certification by Backflow Prevention Device Tester, Certification of Master Plumber responsible for the RPZ & Water Meter installation, and

2. A Professional Engineer's or Registered Architect's Certification that the installation is in accordance with the Approved Plans.

The Contractor shall be held completely responsible to ensure that all Work is in compliance with NYC form GEN-215B.

MEASUREMENT AND PAYMENT: For the furnishing and installation of **EACH** size of the **RPZ and WATER METER W/ REMOTE AND STRUCTURE** indicated, including installation of all plumbing work, certifications, etc., in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** size RPZ and Water Meter w/ Remote and Structure and shall include the cost of all labor, materials, equipment, and any incidental expenses necessary, including unclassified excavation, temporary sheeting, broken stone base, certifications, all plumbing work within the structure, connection to the water service at the structure; and precast concrete structure, including reinforcing steel, brick masonry, rungs, and access doors, and DEP review fee, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Copper tubing and all water service beyond the exterior face of the concrete structure shall be paid for separately under their respective contract items.

Item No.	Item	Pay Unit
PK-ESCR-624	RPZ & Water Meter w/Remote and Structure – 1½" DIA.	EA
PK-ESCR-625	RPZ & Water Meter w/ Remote and Structure - 2" DIA.	EA

END OF SECTION

SECTION PK-ESCR 626 – PLUG VALVE

WORK: Under these Items, the Contractor shall furnish and install **PLUG VALVES**, of the sizes and type shown on the plans, in strict accordance with the plans, specifications, and directions of the Engineer.

PLUG VALVES: Valves two inches (2") and under shall be of the cylindrical Plug Type with a closed bottom and a top seal, fully enclosed one-quarter (1/4) turn check, straight through flow way which is resistant to turbulation of the flow stream, one piece cast bronze cylindrical plug and "T" head that aligns with the ports to provide a visual check of valve position, inside screw ends with I.P. threads, as is manufactured by Mueller Co. No. H-10283N, or approved equal. Adaptors are required for connecting to copper tubing.

EFFECTIVE JAN. 4TH, 2014, ALL PROPOSED INSTALLATIONS/ REPAIR OF VALVES TO BE UTILIZED ON ALL DOMESTIC DRINKING WATER SERVICES FOR HUMAN CONSUMPTION, MUST BE LEAD-FREE IN COMPLIANCE WITH THE AMENDED FEDERAL LAW, SAFE DRINKING WATER ACT (SDWA).

OPERATING KEY: An approved operating key of proper size for each valve shall be furnished by the Contractor, except that the Contractor need not furnish more than two (2) keys for each type of valve, regardless of the quantity of valves called for in the contract. For plug valves two inches (2") and under, the operating key shall be Mueller Co. No. H-10322N, or approved equal.

SUBMITTALS: Provide Product Data including Manufacturer's catalog sheets and specifications for each valve type. List type of valves, manufacturer's model number, and size for each service application.

MEASUREMENT AND PAYMENT: The quantity of **PLUG VALVES** of various sizes to be paid for under these items shall be the number of valves of each size, furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for **EACH** valve of the type and size specified, and shall include the cost of all labor, materials, equipment, and incidental expenses necessary to complete the work, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own item.

Item No.	Item	Pay Unit
PK-ESCR-626	Plug Valve - 1" DIA.	EA
PK-ESCR-627	Plug Valve - 1¼" DIA.	EA
PK-ESCR-628	Plug Valve - 1½" DIA.	EA
PK-ESCR-629	Plug Valve - 2" DIA.	EA

END OF SECTION

SECTION PK-ESCR 630 –TYPE "K" COPPER TUBING

WORK: Under these items, the Contractor shall furnish, install and connect the water pipe of the size shown in accordance with the plans, specifications and directions of the Engineer.

PIPE: The water service pipe shall be rigid (drawn) temper type "K" copper tubing in straight lengths meeting the specification for ASTM designation No. B88.

Exception: If the distance between the water tap to the curb valve is greater than ten (10') feet or cannot be spanned with a single piece of rigid tubing, ductile (annealed) copper tubing may be installed, as approved by the Engineer.

FITTINGS: Fittings shall be approved wrought copper and bronze solder - joint pressure fittings (ANSI B 16.22), Di-Electric fittings as required.

JOINTS: Joints shall be made by soldering, using 95-5 tin antimony solder. Except from the curb valve to the water tap, joints shall be of the "flared" type.

INSTALLATION: The pipe shall be laid true to line and grade with a cover as indicated on the plans or as directed by the Engineer. When the foundation is good firm earth, the earth should be pared or molded to give a full support and if necessary a layer of fine gravel, sand or other suitable material should be placed. The same means of securing firm foundation should be adopted in case the excavation has been made deeper than necessary, in which case the Contractor shall furnish the fine gravel, sand or other suitable foundation material at the Contractor's own expense.

Where the bottom of the trench is in rock, fresh fill, soil of low bearing power or other situations where special foundations are required, the Contractor shall provide such foundation in accordance with the written order of the Engineer. The work shall be paid for at the unit prices bid for the materials used in the work.

TESTS: The Contractor shall not backfill over any pipe until ordered by the Engineer. The pipe system shall be tight and show no leaks when filled with water, sealed and subjected to an internal hydrostatic pressure of 100 psi for thirty minutes. Temporary caps shall be placed where required to permit making the tests where valves are not available. The tests shall be made in the presence of the Engineer.

MEASUREMENT AND PAYMENT: The quantity of **TYPE "K" COPPER TUBING** to be paid for under these items shall be the number of **LINEAR FEET** (laying length), of each size, including fittings, furnished and incorporated in the work in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be unit price per **LINEAR FOOT** of Type K Copper Tubing of each size and shall include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work, including fine gravel or sand foundation material (where needed), in accordance with the plans and specifications to the satisfaction of the Engineer.

Excavation, water tap and restoration shall be paid for separately under their respective contract items.

Item No.	Item	Pay Unit
PK-ESCR-630	Type "K" Copper Tubing - 1" DIA.	LF
PK-ESCR-631	Type "K" Copper Tubing – 1¼" DIA.	LF
PK-ESCR-632	Type "K" Copper Tubing – 1½" DIA.	LF
PK-ESCR-633	Type "K" Copper Tubing - 2" DIA.	LF

END OF SECTION

SECTION PK-ESCR 634 – CAST IRON VALVE BOX, 5¼" DIA.

WORK: Under this Item, the Contractor shall furnish and install **CAST IRON VALVE BOX, 5 1/4" DIA.** in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: All materials should be as follows:

Box: 5 1/4" diameter valve boxes shall be Bingham & Taylor Fig. No. 4908 (2-Piece Sliding Type Adjustable Valve Box) with a Fig No. 4904-L locking cover, or approved equal. The cover shall have the designation "WATER" cast thereon. The boxes shall extend within the limits called for on the plans.

Setting: The valve boxes shall be set plumb, as shown on the plans, on a footing of brick laid in cement mortar, supported on a foundation of broken stone. The entire area surrounding the valve box shall be fully compacted after setting.

Brick: The brick shall be made from clay or shale, well burned, of a quality approved by the Engineer. The mortar shall be composed of one-part Portland Cement and two parts sand.

Broken Stone: The broken stone shall be clean broken traprock, or other approved stone, all of which shall pass a one-inch square opening screen and retained on a 5/8-inch square opening screen.

SHOP DRAWINGS: The Contractor shall submit Shop Drawings indicating box manufacturer, box size and material.

MEASUREMENT & PAYMENT: The quantity of **CAST IRON VALVE BOXES, 5 1/4" DIA.** to be paid for under this item shall be the number of boxes, including brick and broken stone setting bed furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **EACH** Cast Iron Valve Box and shall include the cost of all labor, materials, equipment and other incidentals necessary to complete the work, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation will be paid for separately.

Item No.	Item	Pay Unit
PK-ESCR-634	Cast Iron Valve Box, 5 1/4" DIA.	EA

END OF SECTION

SECTION PK-ESCR 635 – BOTTLE FILLER

WORK: Under these items, the Contractor shall provide all labor, materials, and equipment necessary or required to furnish and install **BOTTLE FILLER** and/or **BOTTLE FILLER W/DOG BOWL** and/or **BOTTLE FILLER W/HI-LO DRINKING FOUNTAIN BASINS**,

including concrete foundation, all internal plumbing, access panels and all external plumbing work and connection to water service and drain within five feet (5') of the tubular body, all in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Except as otherwise provided for herein, the materials shall meet the requirements of General Conditions.

Broken Stone Base: Shall consist solely of crushed ledge rock. Stone shall be no. 3 size and shall be of approved size and quality as specified in General Conditions General Condition.

Geotextile –Drainage: shall be FX-60HS (nonwoven) as manufactured by Carthage Mills, Cincinnati, OH, or 160N (nonwoven) by Mirafi, Inc., Charlotte, NC, or TerraTex N06 (nonwoven) by Hanes Geo Components, Edison, NJ, or approved equal.

Polyethylene vapor retarder: shall be a Reinforced Vapor Retarder 3-ply laminate, combining 2 layers of high-density polyethylene and 1 high strength non-woven cord grid similar to Griffolyn Type-65 as manufactured by Reef Industries, Inc., Houston, Texas or approved equal.

Concrete pad, Concrete pipe support and Cleanout: (for Bottle filler and Bottle Filler w /Dog Bowl) Concrete shall be 3,200 psi Average class B-32 Concrete per the NYCDOT Standard Highway Specifications.

Cleanout manhole cover and frame: (for Bottle filler and Bottle Filler w /Dog Bowl) shall be heavy duty cast iron per ASTM A48, latest revision Class 30 or better. Manhole cover shall be a locking cover with frame, similar to Pattern No. 1000010 as manufactured by Campbell Foundry, Harrison, NJ or approved equal. See Hardware: paragraph.

Sand: surrounding cleanout shall be cushion sand as described in General Conditions.

Drain pipe: Shall be cast iron.

Cleanout ferrule: Shall be similar to model # CO-380 cast iron cleanout with gasketed brass countersunk plug, no hub connection as manufactured by Watts Drainage products, Spindale, NC or approved equal.

Expansion joint with sealant: material shall be one of the following: A premolded bituminous fiber joint filler, as specified in Section "B" (requires a bond breaker and sealant) or, a premolded closed cell expanded polyethylene foam joint filler, such as MasterSeal 920 by BASF Inc., Shakopee, MN (requires only sealant) or, an approved equal of any of the above. If bituminous fiber material is used, a bond breaker such as one-half inch (1/2") width polyethylene tape or five-eighths inch (5/8") diameter expanded polyethylene foam backer rod shall be installed as recommended by manufacturer. A bond breaker will not be required for a premolded foam joint or a shredded recycled rubber aggregate joint filler, but sealant is always required. Prepared expansion joints shall be coated with a primer followed by installation of a bond breaker and a self-leveling two-component polyurethane-based elastomeric sealant. The Contractor shall apply Sikaflex 429 primer with Sikaflex - 2C SL sealant, manufactured by Sika Corp., Lyndhurst, N.J; or BASF MasterSeal P 173 with MasterSeal SL 2 sealant, by BASF, Inc., Shakopee, MN, or approved equal. Color of sealant shall be concrete gray. Asphalt cement will not be approved as a sealant.

Precast Concrete plumbing pit: (for Bottle Filler w/Hi-lo Drinking Fountain Basins) The Concrete Plumbing Pit shall be precast, manufactured by Key Cast Stone Company, Inc., Amityville, NY, Pro Concrete Precast, Jamaica, NY, or approved equal.

Cement: Air entrained Portland cement shall comply with the requirements of the ASTM Designation C150. It shall be Type IIA, moderate sulfate resistant.

Cast stone shall have a compressive strength of not less than forty-five hundred (4,500) pounds per square inch when tested as 2" x 2" x 2" cubes at an age of not more than twenty-eight (28) days and shall have an absorption rate not to exceed seven (7%) percent of the dry weight after being dried to constant weight at 150 degrees Fahrenheit. No chipped, broken, or checked stone showing fine hair cracks or checks on the surface will be accepted.

Aggregate: Natural Sand and gravel shall conform to the requirements of ASTM C33. Calcium Chloride: Do not use calcium chloride in precast concrete.

Reinforcing Bars: ASTM A 615, Grade 40 or Grade 60 as necessary. Bars are to be used to handle transportation and handling stresses.

Welded Wire Fabric: Shall meet ASTM A1064/1064M.

Supports for Reinforcement: Provide supports for reinforcement including bolster, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing.

Miscellaneous Iron and Steel: Access into the concrete plumbing pit shall be via a two (2') foot diameter ductile cast iron frame and "Parks Leaf" manhole cover as shown on contract plans. Manhole Covers shall be of gray iron per ASTM A48, latest revision, Class 30 or better. Covers shall be as manufactured by Campbell Foundry Co., Harrison NJ or EJ USA, Inc., East Jordan, MI or approved equal. All covers shall be suitable for highway traffic, meeting the requirements for heavy duty H-20 loading, per AASHTO M306-10.

Hardware: Each cover shall be furnished with two (2) Stainless Steel Penta-Head bolts as supplied by Campbell Foundry Co., Harrison, NJ, or approved equal. Typical plastic end caps are to be supplied with hardware and installed on Penta-Head bolts.

Bottle Filler: Shall be Model #10125-SM-NYC as manufactured by Most Dependable Fountains, Inc. Arlington, TN, Model #M-OBFX-NYC as manufactured by Murdock Manufacturing, City of Industry, CA, Model #LK4400BF-NYC as manufactured by Elkay, Oak Brook, IL, or approved equal.

Bottle Filler w/dog bowl: Shall be Model #10125-SM-DB-LHB-NYC as manufactured by Most Dependable Fountains, Inc. Arlington, TN, Model #M-OBFX-PF-NYC-HB6 as manufactured by Murdock Manufacturing, City of Industry, CA, Model #LK4400-DB-BF-LHB-NYC as manufactured by Elkay, Oak Brook, IL, or approved equal.

Bottle Filler w/ Hi-Lo Drinking Fountain basins: a "Hi-Lo" drinking fountain is defined by ADA as a unit where one fountain basin is accessible to those who use wheelchairs and one fountain basin is at a standard height convenient for those who have difficulty bending.

Bottle Filler w/ Hi-Lo Drinking Fountain basins: Shall be Model #10145-SM-NYC as manufactured by Most Dependable Fountains, Inc. Arlington, TN, Model #GYQ5X-NYC as manufactured by Murdock Manufacturing, City of Industry, CA, Model #LK4430-BF-1U-NYC as manufactured by Elkay, Oak Brook, IL, or approved equal.

Customization of bottle fillers for NYC use:

Manufacturer's identification-shall be displayed discreetly on the unit's access panel to facilitate ordering replacement parts.

All parts and installation shall meet applicable requirements of N.Y.C. Codes, including type "K" copper tubing throughout for water supply within unit.

Sensor operated bottle filler and freeze resistant valves are Not required under this specification.

Tubular Body: Shall be either pipe or tubular steel or fabricated 304 stainless steel, 12 gauge or better.

Access covers: shall be located for easy access to facilitate maintenance and replacement of parts and shall be fastened with vandal resistant stainless steel screws.

Surface mount: Shall be either stainless steel mount or optional stainless steel surface carrier.

Corrosion Resistant Treatment: All fabrication and welding shall be completed prior to application of the corrosion resistant coating, metal pieces shall be cleaned of all weld spatter, mill scale, varnish, rust, grease, and the like and the surface mechanically and chemically prepared to receive the coating. This corrosion resistant coating shall be a thermal spray zinc coating or electrostatic or immersion applied primer with a minimum thickness of 3 mils. All metal pieces, including welds, shall receive the coating inside and out.

Polyester Powder Coating: A surface coat shall be applied to the thermal zinc coated metal pieces in such a manner that the coating will not peel off. The manufacturer shall perform all processes required to achieve a smooth material bond. An epoxy or acrylic polymer primer shall be applied prior to application of powdercoating. The surface coat shall be an electrostatically sprayed, lead-free, superdurable TGIC (triglycidyl isocynanurate) polyester powder coating applied to a minimum of three (3) mils thickness which shall be oven cured. The TGIC polyester powder coating shall be UV resistant and comply with the ASTM standards.

Material manufacturer's directions for storage and use shall be adhered to. Material surfaces shall be protected during shipment so as to arrive mar and scratch free in the field.

Color- shall be Blue, Green, Black or Silver/Gray, as shown on the drawings and/or as selected by the Landscape Architect. Where Silver/Gray color is specified, satin finish stainless steel (without powder coating) may be substituted.

NYC Water Logo: shall be a vinyl decal with ultraviolet (UV) cured ink, designed for outdoor use, minimum thickness 5 mil. Decal shall include a UV protected laminate. Adhesive shall be guaranteed to perform at temperatures as low as -10 degrees F. Minimum durability shall be 3 years. Dimension of decal shall be 3 7/8" in width, 7 3/8" in height, light blue color shall be Pantone Process Cyan (4 color print CMYK 100,0,0,0), white color shall be Pantone Process White (4 color print CMYK 0,0,0,0) or approved equal. Logo shall be placed in recess as shown on attached sketch or as approved by the Landscape Architect.

Hardware: All hardware, fittings, and fastenings shall be tamper resistant 18-8 stainless steel, type 304 in accordance with ASTM F593 of sizes as indicated on the shop drawings and as required to complete the installation. Anchor bolts shall be minimum 3/8 inch, ten (10") inches long and may be either stainless steel or galvanized steel, quantity as required by the manufacturer.

Bubbler Head: Bubblers shall be rounded one piece design, vandal-resistant type, certified to be lead-free. Bubblers may be either 18-8 stainless steel type 304 or chrome plated cast brass.

Push Button: Shall be stainless steel valve body with a 1 ½" diameter feather touch vandal resistant push button. Push button for bottle filler and accessible "lo" basin shall be activated by a maximum five (5) pounds of pressure, in compliance with ADA.

Stainless Steel Bowls: Shall be 18 gauge or better stainless steel, type 304, satin finish to comply with ASTM A380 and ASTM A967 standards, install with tamper proof stainless steel screws.

Dog Bowl: construction and finish to match the bottle filler and stainless steel bowl as specified herein.

Lockable Hose Bibb: shall be included in dog bowl/pet fountain models. Locking device shall be constructed to be vandal resistant. The Agency shall supply the lock. A vacuum breaker shall be included.

Waste Strainer: Shall be satin chrome plated brass or stainless steel waste strainer with a 1-1/4"

O.D. tailpiece. Plastic waste drain/strainers are not acceptable.

Plumbing: The manufacturer shall have all factory installed plumbing components pre-tested installed before delivery to site. All factory connections to be made by a licensed plumber.

PLUMBING: The Contractor shall furnish and install all pipe, fittings, valves, and other foundries to complete the plumbing for the connections and concrete pit. The drain pipe shall be extended five (5) feet beyond the foundation and connected to the sanitary drain line or dry well, as shown on the plans. The one and one-quarter (1 1/4") inch cold water line shall be extended five (5') feet beyond the foundation and connected to the water supply pipe, as shown on the plans.

Connection to water supply shall be made with a threaded, extra heavy fitting. The Contractor shall provide dielectric fitting at appropriate locations, as shown on plan.

Water Piping: Water Piping shall be one and one-quarter (1 1/4") inch rigid hard temper type "K" copper tubing as shown on the plans meeting the specification for ASTM B88. Fittings shall be approved wrought copper and bronze solder-joint pressure fitting (A.N.S.I. B16.22).

Pipes through precast concrete plumbing pit wall shall be protected with a sleeve caulked watertight with a silicone sealant. All appurtenances such as 1 1/4" Gate Valve, 3/4" drain cock, reducer coupling and 3/8" pressure regulator valve shall be installed as per plans, and as directed by the Engineer.

Pipe Supports: Pipe clamps shall be made up of 1" x 3/8" strap iron galvanized and shall be constructed to rigidly hold the pipes firmly in place. Clamps shall be held in place with anchor bolts set in fountain shaft or base.

INSTALLATION: Water supply and drainage lines shall be installed as shown on the detail and the plans. Prior to placement of concrete pad or precast concrete plumbing pit, the subgrade and broken stone shall be level and compacted. Concrete pad shall be a smooth, flat, broom finished surface installed flush with adjacent pavement grade and in accordance with the plans and details. Adjacent pavement shall be pitched away from bottle filler.

Bottle Filler: The unit is to be handled at lifting locations designated by the manufacturer; no chipped, cracked, or otherwise defective Bottle Filler will be acceptable.

The fixture shall be surface mounted and installed in accordance with the manufacturer's written directions. Entire assemblies shall be installed in accurate locations, square and plumb in concrete foundation and in required locations to surrounding finished grade, as shown on the plans. Anchor

bolts shall be accurately set, plumb and true, in concrete foundation, quantity as recommended by the manufacturer.

Field connection: All field connections to be made by a Licensed Plumber. The factory installed portion of the cold water supply and waste water lines shall be extended from the Bottle Filler/Drinking Fountain Base at lengths indicated on the drawings. Water and Drain lines shall be pitched away from the Bottle Filler/Drinking Fountain. Pockets in rigid piping that cannot be drained by gravity will be rejected. The plumber will be required to reinstall piping until gravity drain is achieved.

Winterization: The unit shall be winterized by shutting off water supply and opening bleeder valve (outside of fountain). The bottle filler, dog bowl and drinking fountain basins shall be designed to allow internal water to drain by gravity.

SUBMITTALS: All submittals shall be in accordance with the requirements of the S-Pages.

Shop Drawings: The Contractor shall submit a catalogue cut and a complete dimensional Shop Drawing of the bottle filler showing all components including color, internal plumbing, access panels, gauges of metal and thickness of wall construction at least twelve (12) weeks prior to proposed installation. NYC Water logo decal shall be displayed on shop drawing.

Operation and Maintenance Manual: The Contractor shall furnish an Operation and Maintenance (O & M) Manual prepared in conjunction with the manufacturers of equipment in this specification. The O & M manual shall contain the following:

Description of system operation.

Troubleshooting and Repair Guide.

List of parts with their model numbers.

MEASUREMENT AND PAYMENT: For each **BOTTLE FILLER** furnished and installed in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH BOTTLE FILLER** and shall include the cost of all labor, materials, equipment, and incidentals necessary or required to complete the work including excavation, broken stone base, sand, polyethylene vapor retarder, geotextile, concrete, stainless steel anchor bolts, cleanout pipe, ferrule, manhole frame and cover, vandal resistant bolts, expansion joint with sealant, logo decal, submittals, all components integral with the bottle filler, all plumbing work and connections to water and drain service within five (5') feet from the center of the tubular body, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

For each **BOTTLE FILLER W/DOG BOWL** furnished and installed in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH BOTTLE FILLER W/DOG BOWL** and shall include the cost of all labor, materials, equipment, and incidentals necessary or required to complete the work including excavation, broken stone, sand, polyethylene vapor retarder, geotextile, concrete, stainless steel anchor bolts, cleanout pipe, ferrule, manhole frame and cover, vandal resistant bolts, expansion joint with sealant, logo decal, submittals, all components integral with the bottle filler including dog bowl and lockable hose bib, all plumbing work and connections to water and

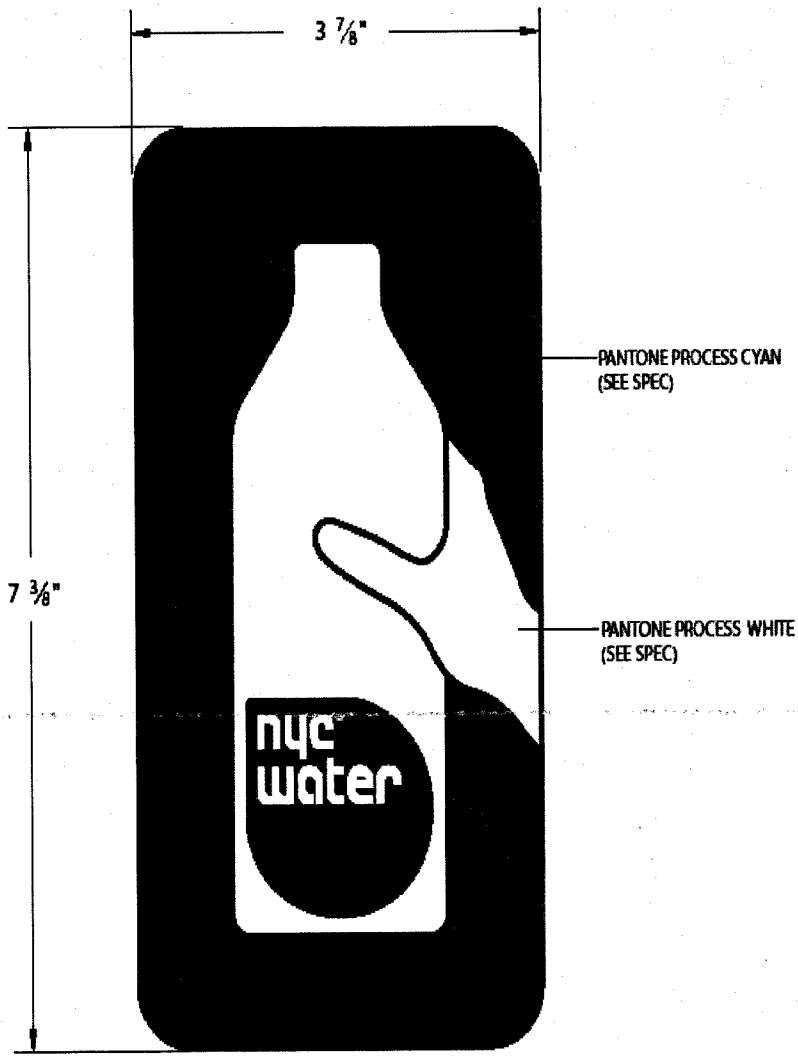
drain service within five (5') feet from the center of the tubular body, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

For each **BOTTLE FILLER W/ HI-LO DRINKING FOUNTAIN BASINS** furnished and installed in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

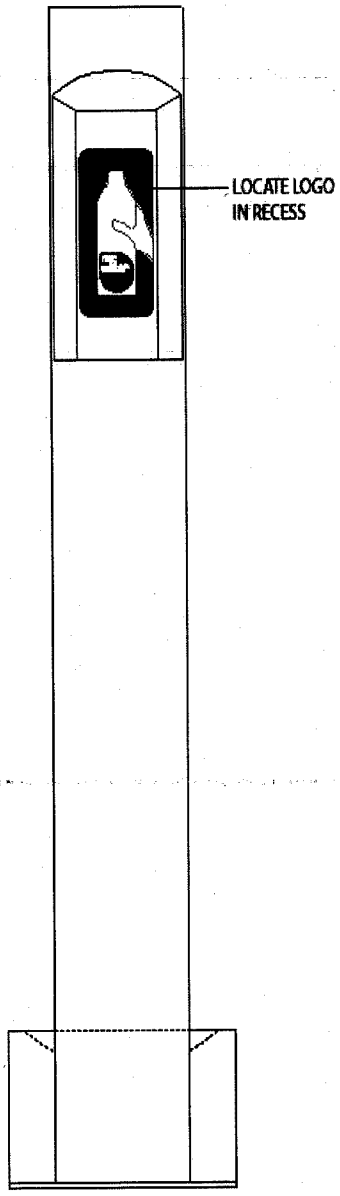
The price bid shall be a unit price for **EACH BOTTLE FILLER W/ HI-LO DRINKING FOUNTAIN BASINS** and shall include the cost of all labor, materials, equipment, and incidentals necessary or required to complete the work including excavation, broken stone, precast concrete plumbing pit, miscellaneous iron and steel, Parks Leaf manhole cover, vandal resistant bolts, hardware, logo decal, submittals, all components integral with the bottle filler, all plumbing work and connections to water and drain service within five (5') feet from the outside edges of the foundation, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Item No.	Item	Pay Unit
PK-ESCR-635	Bottle Filler	EA
PK-ESCR-636	Bottle Filler W/ Dog Bowl	EA
PK-ESCR-637	Bottle Filler w/ Hi-Lo Drinking Fountain Basins	EA

NYC WATER LOGO



AREA: 28.59 sq. in.



END OF SECTION

SECTION PK-ESCR 640 – GROUND HYDRANT – 1" DIA.

WORK: Under these Items, the Contractor shall furnish all labor, materials and equipment necessary or required to install **GROUND HYDRANT - 1" DIA.** including all plumbing work, connection to water service and irrigation in accordance with the plans, specifications, and directions of Engineer.

SCOPE: The Contractor shall furnish and install a ground hydrant, all piping, fittings, and other sundries necessary to connect the water lines and provide irrigation, as shown on the plans, to the satisfaction of the Engineer.

MATERIALS:

Hydrant: One Inch (1") Diameter Ground Hydrant shall be Type Z-1360-BC-HD-RK-NB as manufactured by Zurn Industries Inc., Hydromechanics Division, Erie, PA, or approved equal. Hose connection shall be one inch (1").

Hydrant is encased, ground hydrant for flush-with-grade installation, complete with bronze casing, polished nickel bronze box, all bronze interior parts, bronze seat and replaceable seat washer, non- turning operating rod with free-floating compression closure valve with 1" connection. Polished nickel-bronze box shall have a scoriated heavy-duty cover with operating key lock and "Water" cast on cover. Depth of bury is two (2) feet minimum for both size Ground Hydrants. Four (4) keys are to be supplied to the Engineer.

Broken Stone: Broken Stone shall consist solely of crushed ledge rock. Stone shall be as designated on the detail and shall be of the approved size and quality specified General Conditions.

Coupling Valve & Key: Quick coupling valve shall be solid red brass, bayonet type, with a one (1") inch inlet size, Buckner Model QB44LRC10, or approved equal. Corresponding coupling key shall be three quarter (3/4") inch inside diameter with a one (1") inch male thread, Buckner Model QB44K10, as manufactured by Buckner Brass, Storm Manufacturing Group, Inc., Torrance, CA, or approved equal. One valve and two keys required per site.

Hose Swivel Ell: Hose Swivel Ell shall be bronze with one (1") inch female thread for coupler and three quarter (3/4") inch male garden thread for hose. *Hose Swivel Ell must be manufactured by the same company as the Quick Coupling Valve & Key*, and shall be Buckner Model HS-100 or approved equal. One required per site.

Brass Garden Hose Adaptor: Shall be a one (1") inch FPT, with a three-quarter (¾") inch garden hose thread, Model # FM1076 as manufactured by George Taylor Brass and Bronze Works, Huntington, N.Y., or approved equal. One required per site.

Siamese "Y" Connectors: Siamese "Y" connectors shall be brass, with shut-off valves at each connection. Size shall be three quarter (3/4") inch by three quarter (3/4") inch. Two required per site.

Nozzle: Nozzle shall be a solid brass nozzle to fit a three-quarter (3/4") inch hose, Midsize #529 as manufactured by Gilmour, Chicago, IL or approved equal. One required per site.

Brass Rose: Rose shall be Brass, four (4") inches in Diameter with protective rubber guard and metric to inch hose thread converter, Model #540B, as manufactured by Dramm Corporation, Manitowoc, Wisconsin, or approved equal. One required per site.

Extension Handle: Extension handle shall be extruded aluminum tubing, thirty (30") inches long, with forged brass hose couplings and comfort hand grip, Model #130-G, as manufactured by

Dramm Corporation, Manitowoc, Wisconsin, or approved equal. One required per site.

Shut-Off Valve: Shut-off valve shall be brass with Teflon® seals and a hard chrome plated ball, Model #300, as manufactured by Dramm Corporation, Manitowoc, Wisconsin, or approved equal. One required per site.

Sprinkler Head With Base: Sprinkler head shall be brass and stainless steel impulse type mounted on a Rezimar wheeled base, six and one half inches (6 ½") wide by nine inches (9") high, one and one half (1 ½) pounds minimum weight for stability, with ergonomic grip and swivel coupling and a powder coated finish, to fit three-quarter (3/4") inch hose. Sprinkler head and base shall be "Pulsating Sprinkler" Model # 50260 as manufactured by Nelson, Peoria, IL or approved equal. Two required per site.

Hose: Hose shall be garden hose, three-quarter (3/4") inch diameter in four (4) fifty (50') foot lengths, with a burst pressure of 500 psi minimum, equipped with approved connectors. Hose shall be "Flexogen" as manufactured by Gilmour, Chicago, IL or approved equal. 200 feet of hose required per site.

Hose Reel: Hose Reel shall be constructed of one (1") inch diameter steel frame, with heavy-duty ten (10") inch wheels. Cart and reel shall have a baked enamel finish and be capable of holding two hundred (200') feet of 3/4" hose. Hose reel shall be as manufactured by A. M. Leonard or approved equal. One required per site.

Soaker Hose: Shall be porous pipe constructed primarily of recycled rubber tires. Hose shall weep along its entire length. Hose shall be five eighth (5/8") inch diameter in fifty (50') foot coupled lengths. All fittings shall be nickel plated brass. Hose shall be No. 17010 ColorStorm Premium 50 Foot Soaker Garden Hose as manufactured by Dramm, or approved equal. 100 linear feet of hose required per site.

Anchor Pins for Soaker Hose: Shall be five (5") inch x one (1") U-shaped 11-gauge steel pins. Each package shall contain ten (10) pins. Two packages required per site.

Tests: Before any irrigation materials are accepted, they shall meet such tests as may be required to prove to the satisfaction of the Engineer that they are in proper working order and will do the work for which they are intended, in a satisfactory manner.

SUBMITTALS: Provide Product Data including Manufacturer's catalog sheets and specifications for each valve type. List type of valves, manufacturer's model number, and size for each service application.

Operating Keys: The Contractor shall furnish four (4)-operating keys for each hydrant installed under this item.

Parts Repair Kit: Contractor shall supply one (1) Parts Repair Kit for each Ground Hydrant installed under this item.

MEASUREMENT & PAYMENT: For **EACH** Ground Hydrant – 1" Dia. furnished and installed, complete with all plumbing work in accordance with the plans, specifications, and directions of the Engineer, and delivery of all irrigation materials, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Ground Hydrant – 1" Dia. and shall include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work, including all plumbing work and connections to water service within five (5') feet of the ground hydrant, broken stone. The following items are required per site: one (1) Quick Coupling Valve and two (2) Keys, one (1) Hose Swivel Ell, one (1) Brass Garden Hose Adaptor, two (2) Sprinkler

Heads with Base, two hundred linear feet (200') of 3/4" Hose, one hundred linear feet (100') of soaker hose, twenty (20) anchor pins, one (1) Hose Reel, two (2) Brass Siamese "Y" Connectors with Shut-off Valves, one (1) Brass Rose, one (1) Extension Handle, and all submittals in accordance with the plans and specifications to the satisfaction of the Engineer.

Plug Valve, Valve Box, Excavation and Concrete for Park Structures shall be paid for under their respective items.

Item No.	Item	Pay Unit
PK-ESCR-640	Ground Hydrant - 1" DIA.	EA

END OF SECTION

SECTION PK-ESCR 644 – SERVICE WEIGHT CAST IRON SOIL PIPE – 4" DIA.

WORK: Under these Items, the Contractor shall furnish and install SERVICE WEIGHT CAST IRON SOIL PIPE (formerly known as Extra Heavy Cast Iron Soil Pipe) of the sizes called for and shown on the plans or as directed by the Engineer.

MATERIALS: Service Weight Cast Iron Soil Pipe shall consist of hub and spigot joint cast iron soil pipe and fittings, similar or equal to that manufactured by the Tyler Pipe Co., Tyler, Texas, or approved equal, and of the grade called for.

INSTALLATION: Service Weight Pipe shall be laid true to line and grade with hubs upstream and shall have a full, firm and even bearing. Joints are to be connected with SV Ty Seal Gasket, as manufactured by Tyler Pipe Co., Tyler, Texas, or approved equal.

CONNECTION: The Contractor shall do all the work necessary to join the Cast Iron Soil Pipe to the existing sewer as shown on the Plans. The cost for doing this shall be included in the unit price bid for this Item.

MEASUREMENT AND PAYMENT: The quantity of SERVICE WEIGHT CAST IRON SOIL PIPE to be paid for under this Item shall be the number of linear feet (laying length) of each size pipe, including fittings, clean-out structures, measured in its final position, furnished and placed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per LINEAR FOOT of laying length Service Weight Cast Iron Soil Pipe of each size shown and shall include the cost of all labor, materials and equipment necessary pipe to complete the Work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own Item.

Item No.	Item	Pay Unit
PK-ESCR 644	SERVICE WEIGHT CAST IRON SOIL PIPE – 4" DIA.	LF

END OF SECTION

SECTION PK-ESCR 717 – SHREDDED BARK MULCH

WORK: Under this Item, the Contractor shall furnish and place SHREDDED BARK MULCH in accordance with the plans, specifications, and directions of the Engineer.

MATERIAL: Shredded Bark Mulch shall be a natural forest product composed of shredded bark or wood not exceeding three inches (3") in length and one inch (1") in width. Mulch shall be derived from tree material, not from wood waste or by-products like sawdust, shredded palettes, or other debris. Mulch shall be natural in color and not dyed. It shall be of a uniform grade with no additives or any other treatment. Mulch with leaves, twigs, and/or debris shall not be acceptable. The pH factor should range from 5.8 to 6.2.

Commercial Fertilizer Low Phosphorus (Slow Release): shall have the following composition by weight: Nitrogen (N) shall be min. 7% - max. 10%, of which min. of 50% is slow-release; available Phosphorus (P) shall be min. 1% - max. 2%; and soluble Potash (K) shall be min. 4% - max. 12%.

Fertilizer shall be a pesticide free (no weed-and-feed) product such as "Healthy Turf (8-1-9)" as manufactured by Plant Health Care, Inc, Pittsburgh, PA; or Safer Ringer Lawn Restore (10-2-6) as manufactured by Woodstream Corp., Lifitz, PA; or Nutrients Plus (7-2-12) as manufactured by Nutrients Plus, Virginia Beach VA, or approved equal.

All Commercial Fertilizer Low Phosphorous (Slow Release) shall be delivered in standard size bags of the manufacturer, showing weight, analysis, and name of manufacturer. It shall be stored as directed by the Engineer in such a manner that its effectiveness will not be impaired.

METHOD: Upon completion of planting and prior to application of shredded bark, Commercial Fertilizer Low Phosphorous (Slow Release) shall be incorporated into soil to a depth of three inches (3") at the rate of twenty pounds per thousand square feet. (20 lbs./1,000 s.f.)

Shredded bark mulch shall be applied to the surface of the beds and tree pit areas, as shown on the plans or Standard Details and as directed by the Engineer. Mulch shall be applied to a uniform depth of three to four inches (3"-4") over the tree pit and shrub bed areas and two to three inches (2"-3") over groundcover beds, and shall be so distributed as to create a smooth level cover over the exposed soil. Plants shall not be covered.

MEASUREMENT AND PAYMENT: The quantity of **SHREDDED BARK MULCH** to be paid for under this item shall be the number of **CUBIC YARDS** of mulch measured in final position, furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** and shall include the cost of all labor, materials, and equipment necessary or required to complete the work including furnishing and applying Commercial Fertilizer Low Phosphorous (Slow Release), mulch, and watering, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Landscape Fabric shall be paid for separately under its own item.

Item No.	Item	Pay Unit
PK-ESCR 717	SHREDDED BARK MULCH	C.Y.

END OF SECTION

SECTION PK-ESCR 747 – ASPHALT FULL DEPTH – TENNIS COURTS

WORK: Under these items, the Contractor shall furnish and install **FULL DEPTH ASPHALT PAVEMENT** and **ASPHALT PAVEMENT FOR TENNIS COURTS** in accordance with the plans, specifications, and directions of the Engineer.

DESCRIPTION: The asphalt pavement shall consist of a binder course and a top course to the dimensions as shown on the plans and details. The binder course shall be asphalt concrete, Type 3 and the top course(s) shall be Type 7 or Type 7F as defined by the N.Y.S. D.O.T. Standard Specifications. For tennis courts only the top course shall be installed in two (2) lifts as shown on the details. A Laser Spreader will be required for Tennis Courts. See 'Spreading of Top Course Tennis Courts Only'.

MATERIALS:

Asphalt: The following requirements shall apply for both Binder Course and Top Course:

Asphalt Cement shall be 100% soluble in Trichloroethylene. The mixing and placing temperature shall be 250 degrees to 325 degrees °F. The viscosity of the asphalt shall be AC 20. The mix shall have a minimum Marshall Stability of 500 lbs, flow of 8 to 16, and percent of air voids 3 to 5 percent. For full depth asphalt pavement (top and base courses) and the base course (only) for tennis courts, the asphalt mix may contain a maximum of 15% by weight of Recycled Asphalt Pavement (R.A.P.) material. The R.A.P. shall be certified by the inspection service before use and shall be free of dirt, debris, garbage, metal, glass and any other deleterious material. R.A.P. must have the binder content tested by the plant before mixing. R.A.P. shall be screened prior to mixing so that final mix meets the specification delineated below. The City reserves the right to reject the R.A.P. asphalt mix if in the determination of the Engineer, the mix is contaminated with dirt, debris, garbage, metal, or glass. R.A.P. is not acceptable for the top courses of asphalt pavement for tennis courts.

Binder Course: The material for the binder course shall meet the requirements of the latest edition of the NYSDOT Standard Specification Section 400 "Bituminous Pavements". Composition of the asphalt concrete binder shall be Type 3 as indicated in the following table:

COMPOSITION OF BINDER TYPE 3

SCREEN SIZE	GENERAL LIMITS % PASSING	JOB MIX TOL. %
1 1/2"	100	---
1"	95-100	---
1/2"	70-90	+/-6
1/4"	48-74	+/-7
1/8"	32-62	+/-7
No. 20	15-39	+/-7
No. 40	8-27	+/-7
No. 80	4-16	+/-4
No. 200	2-8	+/-2
Asphalt Content, %	4.5-6.5	+/-0.4

Top Course: The material for the top course shall meet the requirements of the latest edition of the NYS DOT Standard Specifications Section 400 "Bituminous Pavements". Composition of the asphalt concrete top course shall be Type 7 or Type 7F as indicated in the following table:

COMPOSITION OF TOP COURSE- TYPE 7

GENERAL LIMITS

SCREEN SIZE	% PASSING	JOB MIX TOL %
1/2"	100	-
1/4"	90-100	-
1/8"	45-70	+/-6
No. 20	15-40	+/-7
No. 40	8-27	+/-7
No. 80	4-16	+/-4
No. 200	2-6	+/-2
Asphalt Content %	6.0-8.0	+/-0.4

Forms: The forms for this work shall be of wood of an approved type and a minimum length of ten feet (10') for tangents and curves, unless otherwise shown of the plans.

All forms shall be straight, free from bends and warps at all times, and shall be cleaned thoroughly and oiled before pavement is placed against them; this cleaning and oiling being repeated daily as the forms are moved ahead. The forms shall rest firmly upon the thoroughly compacted sub-grade throughout their entire length, shall be joined neatly and tightly and staked securely to line and grade at least two hundred feet (200') in advance of the point of placing pavement by using at least three (3) bracing pins or stakes to each ten foot (10') length of side form, so that they will resist the pressure of the pavement and the impact of the roller without springing.

Approval of Sources of Supply: Approval of the sources of supply of aggregates shall be obtained from the Engineer prior to the delivery of material.

Inspection: Equipment, materials, and preparation of the mixtures will be subject to inspection and approval at the refineries and plant as may be directed. In conjunction therewith, the

Contractor shall employ the services of an approved inspection service for the purposes of providing plant certification of the asphalt pavement mixtures conformance to these specifications.

The inspection service shall be under the jurisdiction of and shall report directly to the Engineer.

Mix Samples: The Contractor shall submit, when required by the Engineer, samples of the materials and mixtures the Contractor proposes to use. Submittals shall be in accordance with the S-Pages. For the top course, the following samples shall be submitted:

(a) Coarse aggregate.....2 pounds
(b) Fine aggregate.....2 pounds
(c) Filler..... 2 pounds
(d) Asphalt..... 1 quart
(e) Asphaltic mixture..... 10 pounds

Pavement Samples: The Contractor shall furnish for testing, when required by the Engineer, samples from the completed work. The areas of pavement so removed shall be replaced by new mixture and refinished without additional compensation.

Tests: Unless otherwise specifically provided, tests of materials shall be made in accordance with the latest specifications of the American Society for Testing and Materials.

Transporting: Shipments of material shall be made in tight vehicles previously cleaned of all foreign material, and delivered to the work, so that it will not become contaminated in any way.

INSTALLATION:

Subgrade Preparation: The subgrade shall be compacted with equipment that will yield the following density:

Cohesive Subgrade -	Minimum of 95% of AASHTO T 180 Method D density
Cohesionless Subgrade -	Minimum 100% of AASHTO T 180 Method D density

Spreading of Binder Course: Plant-Mixed binder course, shall be furnished and laid by means of a mechanical spreader of approved design to a depth which after final compaction shall be equal to the specified depth. In areas where the use of a mechanical spreader is impractical, as determined by the Engineer, other approved means of spreading and compacting may be permitted. The use of hand rakes will not be permitted. The Contractor shall use lutes where necessary.

Rolling and Compacting: Rollers used for compacting the binder course shall be well balanced, self-propelled, tandem rollers, weighing between seven (7) and eight (8) tons or approved vibratory roller. Rolling shall proceed continuously not in excess of the following rates:

Method of Placement	Square Yards/Hour/Roller
Hand	800
Machine	1200

After the final compaction, the binder course shall have a density of not less than 95% percent of the theoretical maximum density as calculated in accordance with Appendix B of the Asphalt Institute Manual, MS-2.

After the compaction of the binder course and before the placing of the top course, the binder course shall be checked for depressions. The Contractor shall check the entire area using a ten foot (10') wood or metal straight-edge. Any depression greater than one-eighth inch (1/8") shall be corrected before the placing of the top course.

Tack Coat: All contact surfaces, including binder and intermediate, shall be applied with hot asphaltic cement, RC-70 or MC-70 before the surface mixture(s) are laid.

Spreading of Top Course: The top course mixture shall be furnished and laid by means of a mechanical spreader of approved design to a depth which after final compaction shall be equal to the specified depth. In areas where the use of a mechanical spreader is impractical, as determined by the Engineer, other means of spreading and compacting may be permitted. The use of hand rakes will not be permitted. The Contractor shall use lutes where necessary.

Where suitable abutting curb or headers are not available, grade control forms satisfactory to the Engineer shall be provided for screening. No extra payment will be made for these forms, but the cost of these shall be deemed included in the price bid for this item. The forms shall be removed, or with the approval of the Engineer, may be left in place.

Mixture shall be laid only where the surface to be covered is free from loose or foreign material, dry, and only when weather conditions, in the opinion of the Engineer, are suitable.

The Contractor shall provide suitable means for keeping all small tools clean and free from bituminous accumulations.

Rolling and Compacting: Upon completion of the spreading of the top course mixture, the material shall be consolidated thoroughly and uniformly with self-propelled tandem rollers. The top course shall be free from roller marks.

Rollers used for compacting the top course shall be well balanced, self-propelled, tandem rollers, weighing between seven (7) and eight (8) tons or approved vibratory roller. The roller shall have a compression under the rear wheel of between 200 and 300 pounds per linear inch of roll at a rate not exceeding 800 square yards per hour per roller. After compaction, the surface course shall have a density not less than 97% theoretical maximum density as determined by Appendix B of The Asphalt Institute Manual MS-2.

In locations inaccessible to the roller, the compression shall be effected with vibratory plate compactors or iron hand tampers weighing not less than twenty-five (25) pounds and having a bearing area not exceeding forty-eight (48) square inches, or other impact type equipment.

Joints: Construction shall be as nearly continuous as is possible. The roller shall pass over the end of the laid mixture only when a practical necessity. When the operation of laying is interrupted, the end of the laid material shall be left unrolled until such time as work is resumed, in order that there be no joints throughout the project. If it is necessary to roll the end of the laid mixture during construction, or permit traffic to pass over such temporary end, thus consolidating it, the joint so made shall be cut back before re-commencing the operation of laying, in order to present a fresh, clean surface for contact with the newly placed material. The edges of such joints shall be painted with liquid asphalt (RC-70 or MC-70) and the use of hot smoothing irons in finishing such joints, shall not be permitted.

Spreading of Top Course for Tennis Courts Only: The top course shall be installed in two (2) lifts and laid by means of a laser spreader of approved design. After the first lift the courts shall be flooded with water and allowed to drain. Any ponding or "bird baths" remaining after 45 minutes which cover a nickel shall be filled and leveled prior to applying the second lift. Depressions greater than one-eighth inch (1/8") shall be corrected.

Finished Surface: The surface of the top course of the pavement after compression shall be smooth and true to crown and grade, free from depressions, waves, bunches, overlapping seams and unevenness in surface.

After the compaction of the top course the Contractor shall check the entire paved area for depressions, using a ten foot (10') wood or metal straight-edge. Any depressions greater than three-sixteenths of an inch (3/16") shall be corrected by removing the top course of the affected areas, and replacing with new material to form a true and even surface.

DEFECTS: Where defects in composition, compression or finish appear in the completed work, such finished areas shall be removed to the full depth of the course and the defective material replaced with the required thickness of pavement at the expense of the Contractor for such removing and replacing.

COLD WEATHER: Asphaltic pavement shall be mixed and placed in accordance with minimum placement temperature as specified in the following table:

MINIMUM PLACEMENT TEMPERATURES

MAT THICKNESS IN INCHES

SURFACE TEMP. (F)	1/2"	3/4"	1"	1 1/2"	2"	3"
			TEMPERATURE OF THE MIX			
+32-40	--	--	--	305	295	280
+40-50	--	--	310	300	285	275
+50-60	--	310	300	295	280	270
+60-70	310	300	290	285	275	265
+70-80	300	290	285	280	270	265
+80-90	290	280	275	270	265	260
+90	280	275	270	265	260	255
ROLLING TIME MINUTES	4	6	8	12	15	15

Unless notified by the Engineer in writing, no material shall be mixed or placed when the temperature is at, or lower than 50 degrees °F. Where paving between the temperatures of 33 and 50 degrees °F is approved in writing by the Engineer, paving shall be permitted under condition that the Engineer shall verify compliance with the minimum temperatures for both the temperature of the surface and temperature of the mix as shown in the chart above. The Contractor shall provide thermometers to verify compliance with the minimum requirements. No material shall be mixed or placed at temperatures of 32 degrees and below.

PRECIPITATION PROBABILITY: Placement of bituminous paving materials shall not be scheduled when the Precipitation Probability, obtained by the Contractor from the U.S. Weather Bureau within three (3) hours prior to the start of such operations, equals or exceeds fifty percent (50%). The Contractor shall notify the Engineer of the exact time at which the above information was obtained.

MEASUREMENT AND PAYMENT: The quantity of **FULL DEPTH ASPHALT PAVEMENT** and **ASPHALT PAVEMENT FOR TENNIS COURTS** to be paid for shall be the number of **SQUARE YARDS** of full depth asphalt pavement or asphalt pavement for tennis courts furnished and placed to the lines and grades shown on the plans or as directed by the Engineer.

The price bid shall be a unit price per **SQUARE YARD** of Full Depth Asphalt Pavement or Asphalt Pavement For Tennis Courts, and shall include the cost of furnishing all labor, materials, and equipment, including inspection services, and other incidental expenses to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

All costs associated with plant inspections and laboratory tests shall be borne by the Contractor and shall be deemed included in the price bid for full depth asphalt pavement.

Excavation and foundation material, if required, shall be paid for separately under their respective contract items.

Item No.	**Item**	**Pay Unit**
PK-ESCR 747A	FULL DEPTH ASPHALT PAVEMENT	S.Y.
PK-ESCR 747B	ASPHALT PAVEMENT FOR TENNIS COURTS	S.Y.

END OF SECTION

SECTION PK-ESCR 752 – TOPSOIL FOR SEEDED AND SODDED AREAS

PK-ESCR 752.1. DESCRIPTION

A. This section describes the furnishing and installation of TOPSOIL FOR SEEDED AND SODDED AREAS in accordance with the plans, specifications and directions of the Engineer.

PK-ESCR 752.2. MATERIALS

A. Topsoil: Shall be a sandy/ loam, friable soil that has been removed to a depth of one foot (1') or less, if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material. No topsoil shall be delivered in a frozen or muddy condition.

a. Organic Content: Topsoil shall contain at least three percent (3%) organic matter determined by loss on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The organic matter shall not exceed twelve (12%).

b. The acidity range shall be pH 6.0 to pH 7.5 inclusive.

c. Topsoil shall consist of the following percentages of sand, silt and clay. Any soil that does not meet the requirements below will be rejected and removed from the site.

Sand (0.05 to 2 mm)	40% to 75%
Silt (0.002 to 0.05 mm)	15% to 65%
Clay (<0.002 mm)	20% maximum

d. Nutrients: Topsoil test results shall show recommendations for soil additives or fertilizers to correct nutrient deficiencies as necessary. Soil additives and fertilizers shall be incorporated as necessary at the Contractor's expense. Follow the fertilizer recommendation as provided by the required laboratory.

e. Electrical Conductivity: maximum of 1.5 mmhos/cm. A higher level would indicate excessive salt content and material will be rejected and removed from the site.

f. Testing Frequency: The Contractor shall at the direction and discretion of the Engineer, or when quantities exceed one hundred (100) cubic yards, furnish a certified report of the approved Testing Laboratory showing the analysis of representative samples of the topsoil which they propose to use. All samples are to be received by the Engineer and delivered to the laboratory, and the price bid shall include inspection and laboratory charges. Samples shall be submitted 48 hours prior to the delivery of topsoil.

g. No topsoil shall be delivered until the approval of samples by the Engineer, but such approval shall not constitute final acceptance. The Engineer reserves the right to reject on or after delivery any material that does not, in their opinion, meet these specifications.

PK-ESCR 752.2.1. SUBMITTALS

A. Testing Laboratory Qualifications: Submit qualifications of Soil Testing Laboratory to be utilized for soil testing, including the resume of the staff anticipated to perform the required

work of the project. Once approved, the contractor shall use the same soil testing laboratory for all testing, unless otherwise approved in writing by the Engineer.

B. Proposed Samples and Test Results: Submit two (2) five pound (5 lb.) bags to the Engineer, with the testing report attached, for approval prior to delivering material to the site.

C. The Contractor shall at the direction and discretion of the Engineer, or when quantities exceed one hundred (100) cubic yards, furnish a certified report showing the analysis of representative samples of the topsoil which they propose to use. Testing shall be performed by the laboratory as approved in writing by the Engineer. Laboratory testing performed more than six months prior to the Contractor's submittal date will be rejected. The testing shall include: pH, organic matter content (loss on ignition method), soluble salt level and soil textural analysis. Price bid shall include all inspection and laboratory fees.

D. No topsoil shall be delivered to the site until the approval of samples by the Engineer, but such approval shall not constitute final acceptance.

E. Delivery ticket with name and address of vendor, date, and estimated volume must be supplied to the Engineer prior to truck measurement.

PK-ESCR 752.2.2. QUALITY CONTROL

A. Soil Testing Laboratory: An independent soil testing laboratory with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed and capable of making soil recommendations, and issuing reports as specified herein, including the ability to make recommendations about soil blending ratios and methods, amendment recommendations, and issuing reports as specified herein.

   a. Verify Testing Laboratories have the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed and capable of making soil recommendations, and issuing reports as specified herein.

   b. Subject to meeting the requirements, the following are acceptable testing laboratories:

      i. Physical and Chemical Testing of Soils:

         1. Rutgers Cooperative Research & Extension Testing Laboratories, New Brunswick, NJ, (848) 932-9295.
         2. Penn State Analytical Services Lab, University Park, PA, (814) 863-0841
         3. McNitt & SerenSoil Testing, LLC, State College, PA, (610) 360-5985.
         4. Turf & Soil Diagnostics – NY, Trumansburg, NY, (855) 769-4231.

PK-ESCR 752.2.3. DELIVERY, STORAGE, AND HANDLING

A. Accessory and Packaged Materials:

   a. Store and handle packaged materials in strict compliance with manufacturer's instructions and recommendations. Protect all materials from weather, damage, injury and theft.

B. Bulk Materials:

   a. Sequence deliveries to avoid delay. On-site storage space is permissible only with written notice from the Engineer. Coordinate material deliveries only after preparations for placement of planting soil have been completed.
   b. Stockpile topsoil without intermixing with other materials.

c. Stockpiled topsoil shall not be placed in mounds greater than six feet high. Provide all means and methods required to prevent anaerobic conditions within stockpiles at no additional cost to the Owner.
d. Place, grade, and shape stockpiles to drain surface water. Cover stockpiles to prevent windblown dust and protect from erosion.
e. Topsoil that is stockpiled on site for more than 24 hours shall be covered with tarpaulin or other soil erosion system acceptable to Engineer. Protect stockpiles from contamination from other materials, from erosion and deposition of water and wind borne materials of any kind.
f. Prohibit vehicular and pedestrian traffic on stockpiled topsoil.

C. Environmental Requirements:

a. Do not deliver handle, mix, haul, or deliver topsoil when excessively dry, wet, or frozen. Topsoil shall not be handled, mixed or hauled when wet, during or immediately after a heavy rainfall. Topsoil should be handled only when the moisture content is less than or equal to the optimum water content. If the topsoil glistens or free water is observed when the topsoil is patted in the palm of hand, the topsoil is too wet and shall not be worked. The Engineer shall determine if the topsoil is too wet to handle.

D. Delivery and Approval:

a. The Contractor shall notify the Engineer a minimum of 48 hours prior to the intended topsoil delivery date. All imported topsoil shall be delivered in trucks and will be subject to visual inspection and additional testing. The topsoil shall NOT be spread until the Engineers' sampling and testing is completed, unless otherwise directed. The Engineer reserves the right to reject any topsoil which does not fall within acceptable limitations of this specification and the initial submittal to design including the approved sample and the approved test report. Where the topsoil is rejected, it shall be immediately removed from the site. Where it has been determined by the Engineer that soil amendments are allowable, the correction shall be made at the Contractor's expense, except as outlined below. Additional testing after amending shall also be at the Contractor's expense. All testing shall be performed by the approved testing laboratory.

b. Engineer's determination based on test results of delivered material: Under no circumstances shall the organic content exceed twelve percent (12%). Should Agency test results of delivered material show organic content greater than twelve percent (12%), the soil shall be rejected and removed from the site. Should test results show pH between pH 5.0 and 6.0, and where directed by the Engineer, limestone may be added at the Contractor's expense to bring the soil to the required minimum pH 6.0. The Contractor will be required to re-test after incorporation of limestone to assure a minimum pH 6.0. Should Engineer's test results of delivered material show a pH greater than 7.5 the soil shall be rejected and removed from the site.

c. The Engineer reserves the right to reject on or after delivery any material that does not, in their opinion, meet these specifications.

d. APPEAL PROCESS: The Engineer shall visually check for discrepancies between the delivered soil and the approved submittal and sample. If the Engineer suspects that the topsoil delivered to the site has excessively high levels of organic matter, clay, etc. that would not be within the allowable levels listed in this specification,

the soil will be rejected until additional testing proves otherwise. Should the Contractor contest the Engineer's determination, the Engineer will take samples so additional tests may be performed at Contractor's expense. Testing shall be performed by the approved testing laboratory. These results shall be considered final.

PK-ESCR 752.2.4. SUPPLIERS

A. Subject to meeting the requirements, the Topsoil material is available from the following suppliers:

a. Island Topsoil, Syosset, NY
b. Long Island Compost, Yaphank, NY
c. Natures Choice, Jersey City, NJ
d. New York Recycling and Materials, Inwood, NY
e. Approved equal.

PK-ESCR 752.3. METHODS

A. Preparation of Subgrade: Hollows, depressions, and gullies shall be filled with acceptable material free from stones over two inches (2") in diameter, cinders, rubbish, and other unsuitable material. All surplus material and debris shall be removed and disposed of as directed by the Engineer.

B. Loosen subsoil by scarifying, ripping or tilling using disks, harrows or other suitable equipment to a depth of (4"-6") immediately before placing any topsoil. Repeat cultivation in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

C. Placement and Spreading of Topsoil: No topsoil shall be handled when, in the opinion of the Engineer, it is too wet. Place and spread approved topsoil in dry weather on dry unfrozen grade.

D. Preparation of Final Grade: Thoroughly cultivate topsoil to minimum depth of (4") by rototilling or hand methods where compaction has occurred and to break up all soil lumps. Float until surface is smooth. Topsoil for all seeded or sodded areas shall be spread to a compacted depth of five inches (5").

PK-ESCR 752.4. MEASUREMENT

A. The quantity of TOPSOIL FOR SEEDED AND SODDED AREAS to be paid for under this Item shall be the number of CUBIC YARDS of topsoil furnished, placed and incorporated in the completed work in accordance with the plans, specifications, and directions of the Engineer, measured in trucks used for delivery, at the site of the work. No topsoil shall be furnished until ordered by the Engineer.

PK-ESCR 752.5. PRICES TO COVER

A. The contact prices per cubic yard (CY) for Item No. PK-ESCR 752 TOPSOIL FOR SEEDED AND SODDED AREAS shall cover the cost of all labor, materials, and equipment necessary to prepare topsoil areas, test, furnish, place, and incorporated with all other work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-ESCR 752	Topsoil for Seeded and Sodded Areas	CY

END OF SECTION

SECTION PK-ESCR 764 – TREE AND PLANT PROTECTION

PK-ESCR 764.1. INTENT

This section describes the work of providing a Tree and Planting Protection around existing trees and planting beds during construction.

PK-ESCR764.2. DESCRIPTION

The work shall consist of the fabrication, furnishing, installation, erection, maintenance, and subsequent removal and disposal of Tree and Planting Protection around existing trees which are designated to remain.

PK-ESCR 764.3. MATERIALS

All timber shall be Douglas Fir Grade No. 1. Fasteners, such as nails, shall meet the standard industrial fastener specifications for the intended application, and be galvanized in conformance with ASTM Designation A 123.

Plastic Barricade Construction fencing fabric - Color Orange. Manufactured by Allied Products Group, 751 North Bolingbrook Drive, Bldg.16, Bolingbrook, Illinois 60440, or approved equal. Fabric is 5'-0" wide with nominal mesh openings of 1/4"-2" and shall conform to the following requirements:

1. Tensile strength range of 2000 - 2310 P.S.
2. Impact load of 4 to 4.5 foot pounds.
3. Service temperature range between -40 to +200 degrees F.
4. Elongation at break % to be 500%.
5. Weigh per 100' roll to be 30lbs.

PK-ESCR 764.4. METHODS

The Contractor shall construct and install Tree and Planting Protection as shown on the Drawings. All work shall conform with National Design Specifications for Stress Grade Lumber and its fastenings.

All timber at the site of the work shall be stored in piles on supports at least twelve (12") inches above the ground surface, and so piled as to prevent warping and to shed water. When required by the Engineer, it shall be protected from the weather by suitable covering. The timber shall be close-stacked. The ground under and in the vicinity of all stacks shall be cleared of weeds and rubbish and shall be drained to prevent accumulation of water.

Workmanship shall be first class and only competent carpenters shall be employed. All timber shall be accurately cut and framed to a close fit in such manner that the joints will have even bearing over the entire contact surfaces. No blocking or shimming will be allowed in joints. Timber shall be cut off with a saw; no axe is to be used. Unless otherwise specified, heads of nails and spikes shall be driven with just sufficient force to set the heads flush with the surface of the wood. Deep hammer marks in wood surfaces shall be considered evidence of poor workmanship and sufficient cause for rejection of the pieces affected.

The timber shall be carefully handled, without sudden dropping, breaking of outer fibers, bruising, or penetrating the surface with tools. The timber may be handled with rope slings.

Protective Tree Barriers shall be maintained for the duration of the contract in a condition safe to the public and satisfactory to the Engineer. Upon completion of construction work around the

area, all Protective Tree Barriers shall be disassembled, removed and disposed of away from the site.

PK-ESCR 764.5. MEASUREMENT

The quantity of Tree and Planting Protection to be measured for payment shall be the linear feet of Protective Tree Barriers actually constructed according to the Contract Drawings, around tree and planting which is to remain, and subsequently removed at each location as directed by the Engineer.

PK-ESCR 764.6. PRICES TO COVER

The contract price bid per each type of Temporary Wooden Tree Guard shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to construct, maintain and subsequent removal of the barrier in the locations as directed by the Engineer, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

The contract price bid per linear foot of Temporary Wooden Tree Guard for Groves shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to construct, maintain and subsequent removal of the barrier in the locations as directed by the Engineer, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-ESCR 764A	TEMPORARY WOODEN TREE GUARD	EA
PK-ESCR 764B	TEMPORARY WOODEN TREE GUARD FOR GROVES	L.F.

END OF SECTION

SECTION PK-ESCR 937 – HORTICULTURAL SOIL SOURCING AND SUPPLY

PK-ESCR 937.1. DESCRIPTION. This section describes the sourcing, mixing, testing, stockpiling, furnishing, and installation of HORTICULTURAL DRAINAGE LAYER, HORTICULTURAL SUBSOIL, PLANTING SOIL FOR BEDS & PITS, and **PLANTING SOIL FOR SEEDED & SODDED LAWN AREAS** in accordance with the plans, specifications and directions of the Engineer.

PK-ESCR 937.2. MATERIALS.

A. General: Horticultural Soils are made up of a mix of three soil component materials: Sand, loam, and Compost as specified herein. The quality of the horticultural soil mixes depends on the quality of the original soil component materials. Soil component specifications and component ratios are provided for bidding purposes only. They require confirmation and adjustment by the Contractors' Soil Testing Laboratory, depending on availability of component materials, and with the approval of the Engineer, in order to meet Specification requirements. The Contractor is responsible for the time and cost associated with locating, testing and obtaining approval by the Engineer of sand, loam and compost materials as well as the final component soil mixes that meet the Specification requirements, regardless of the time for, or number of tests required to meet the requirements of this Specification.

B. Environmental Requirements: Prior to delivery to the site, soil component materials and soil mixes must be sampled and analyzed by a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) - certified laboratory in accordance with the New York State Department of Environmental Conservation (NYSDEC) DER-10 protocols for the full list of parameters in Title 6 of the Official Compilation of the New York Codes, Rules and Regulations (NYCRR) Part 375-6.8; see analytical methods in the "Appeal Process" **DELIVERY, STORAGE, AND HANDLING.**

   a. Results of the analytical testing must meet 6 NYCRR Part 375 Restricted Use – Restricted Residential (RURR) Soil Cleanup Objectives (SCOs). The soil component materials and soil mixes must not have any physical evidence of contamination, including but not limited to petroleum or unnatural/toxic odors, visual signs of staining, or elevated photoionization detector (PID) readings.

C. Soil Component Materials:

   a. SAND: A USDA Texture of coarse sand, naturally occurring siliciclastic material, consisting of clean, inert, rounded to sub-angular grains of quartz or other durable rock free from loam or clay, surface coatings and deleterious materials. Limestone-based or carbonate-based sands are not acceptable for use on the project. Sand manufactured from crushed or processed rock is not acceptable for use on the project. Meet the following criteria as confirmed by laboratory testing:

      i. pH: 6.5 - 7.3.
      ii. Salinity: Electrical conductivity of a 1:2 soil to water extract, ≤ 1.50 mmos/cm (dS/m).
      iii. Saturated hydraulic conductivity of the sand: ≥ 8 inches per hour, according to ASTM D5856, when compacted to a minimum of 90% Standard Proctor, ASTM 698.
      iv. Organic Matter: < 0.25% with no visible organic material present in this material.

v. Particle size distribution shall be:

Particle Size Class	Passing Sieve No.	Range in % Passing (ASTM F 1632)
Fine Gravel	10	95 - 100
Very Coarse Sand	18	90 - 95
Coarse Sand	35	60 - 80
Medium Sand	60	10 - 40
Fine Sand	140	8 - 15
Very Fine Sand	270	1 - 10
		Determined by hydrometer method (ASTM F 1632)
Silt		1 - 6
Clay		0 - 4

b. LOAM: A USDA Texture of Sandy Loam, Sandy clay Loam or Loam, naturally occurring soil with a developed stable crumb structure formed from geologic soil forming processes without admixtures of sand or organic matter sources (composts). Loam shall be free of subsoil, stones over one inch in diameter, earth clods, sticks, stumps, clay lumps, roots or other objectionable, extraneous matter or debris. Loam shall also be free of quack-grass rhizomes, Agropyron repens, and the nut-like tubers of nutgrass, Cyperus esculentus, and all other primary noxious weeds. Meet the following criteria as confirmed by laboratory testing:

i. Organic Content: between 3.0 and 8.0 percent on a dry weight basis.
ii. pH: ≤ 7.2 and shall be conducive to achieving pH requirements for soil blends specified herein.
iii. Salinity: Electrical conductivity of a one to two soil to water extract, ≤ 1.50 mmos/cm (dS/m).
iv. Allowable USDA Sandy Loam Texture
    1. Sand: >52% sand
    2. Silt + 2x Clay Content ≥ 30%
    3. Clay: 7-20%
v. Allowable USDA Sandy Clay Loam Texture
    1. Sand: >45%
    2. Silt: <28%
    3. Clay: 20-35%
vi. Allowable Loam Texture
    1. Sand: <52% Sand
    2. Silt: 28-52%
    3. Clay: 7-28%

D. Compost: A stable, humus-like material produced from the aerobic decomposition of organic residues which shall have been composted for a minimum of one year (12 months). The use of biosolids as feedstock for compost production is prohibited. Compost shall be a dark brown to black color and be capable of supporting plant growth with appropriate management applicable, with no visible free water or dust, with no rank or unpleasant odor, and meeting the following criteria as confirmed by laboratory tests:

Criteria	Test Method	Acceptable Range
Feed stock		Brewer's waste, or leaf mulches are acceptable. Composted municipal waste (chipped, shredded and screened wood, leaves, bark, etc.) alone is not acceptable unless it meets all of the criteria noted
Carbon/Nitrogen Ratio		10:1 - 25:1
Degree of Maturity	Dewer Self Heating or	VI-V
	Solvita Maturity Index or	6-8
	CO^2 Evolution	1.2%C/day
Texture	Dry Sieve and Hydrometer	Screened to 1/2 inch maximum particle size, and not more that 3 percent material finer than 0.002mm as determined by hydrometer test on ashed material.
Foreign Material	Dry Weight	Debris such as metal, glass, plastic, wood (other than residual chips), asphalt or masonry shall not be visible and shall not exceed 1% dry weight.
Organic Matter %	Dry Weight	≥25 percent
pH	1:1 soil-distilled water suspension using a glass electrode pH meter American Society of Agronomy Methods of Soil Analysis, Part 2, 1986.	6.5 to 7.3
Ammonium	Extract	<200 PPM
Salinity	1:5 soil to water ratio extract	2.0 mmhos/cm (dS/m).
Nutrient Content	Extract	Total Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Sulfur, Calcium, Magnesium, Sodium, Iron, Aluminum, Manganese, Copper, Zinc.
Pathogens/Metals/ Vector Attraction	Extract	Meet all Federal and State of New York requirements for applications to soils with human activity.

Biological Organisms	Soil FoodWeb Analysis	Organism Biomass Data: Dry weight: 0.20 to 0.80 Active Fungi: > 3.00 µg/g Total Fungi: >300.00 µg/g Hyphal Diameter: > 2.50 µg/m Active Bacteria: > 3.00 µg/g Total Bacteria: > 300.00 µg/g Organism Biomass Ratios: AF:TB 0.01 to 10 AF:TF < 0.10 AB:TB < 0.10 AF:AB 0.01 to 10 Protozoa (Protists): # Flagellates: >10,000/g Nematodes: # Nematodes: >10.00/g

E. Soil Mixes:

a. General: Create soil mixes by blending sand, loam and compost component materials to achieve specification requirements. The Contractor is responsible for the time and cost associated with mixing the components, testing the mixes to meet the requirements of the final mix designs, and obtaining approval by the Engineer regardless of the time for, number of test mixes, or tests required to meet the requirements of this Specification. Approximate mixing ratios are provided for bidding purposes, will require adjustment by the Contractors' Soil Testing Laboratory, depending on the final component soil materials, and with the approval of the Engineer, in order to meet Specification requirements.

b. Horticultural Drainage Layer: Comply with requirements for sand as specified herein.

c. Horticultural Subsoil: Combine sand and Loam to create a uniform blend. Approximate mix ratios, based on the approved loam USDAS classification, are 3 : 1 Sand : Sandy Loam, 4 : 1 Sand : Loam or 5 : 1 Sand : Sandy Clay Loam. Adjust the blended soil mix to meet the following requirements:

i. Comply with environmental requirements of Environmental Remediation Programs, 6 NYCRR Part 375.
ii. pH: 6.5 - 7.3.
iii. Salinity: Electrical conductivity of a 1:2 soil to water extract, ≤ 1.50 mmos/cm (dS/m).
iv. Saturated hydraulic conductivity of the sand: ≥ 4 inches per hour, according to ASTM D5856, when compacted to a minimum of 90% Standard Proctor, ASTM 698.
v. Organic Matter (ASTM F 1647): 2-3%.

vi. Compaction (as measured by Penetrometer): Uniformly increasing with depth, penetration < 220 PSI (lbs./in$^{2)}$ after installation.
vii. No stones or coarse fragments over 1" in size.
viii. Particle size distribution shall be:

Particle Size Class	Passing Sieve No.	Range in % Passing (ASTM F 1632)
Fine Gravel	10	95 - 100
Very Coarse Sand	18	80 - 95
Coarse Sand	35	65 - 85
Medium Sand	60	30 - 40
Fine Sand	140	15- 25
Very Fine Sand	270	9 - 18
		Determined by hydrometer method (ASTM F 1632)
Silt		6 - 12
Clay		3 - 6

d. Planting Soil for Beds & Pits: Combine horticultural Subsoil and Compost to create a uniform blend. Approximate mix ratios which meets the following requirements are 3.5 : 1 Horticultural Subsoil : Compost. Adjust the blended soil mix to meet the following requirements:

i. Comply with environmental requirements of Environmental Remediation Programs, 6 NYCRR Part 375.
ii. pH: 6.5 - 7.3.
iii. Salinity: Electrical conductivity of a 1:2 soil to water extract, ≤ 1.50 mmos/cm (dS/m).
iv. Saturated hydraulic conductivity of the sand: ≥ 2 inches per hour, according to ASTM D5856, when compacted to a minimum of 90% Standard Proctor, ASTM 698.
v. Organic Matter ASTM F 1647): 6-8%.
vi. Compaction (as measured by Penetrometer): Uniformly increasing with depth, penetration < 140 PSI (lbs./in$^{2)}$ after installation.
vii. No stones or coarse fragments over 1" in size.
viii. Particle size distribution shall be:

Particle Size Class	Passing Sieve No.	Range in % Passing (ASTM F 1632)
Fine Gravel	10	95 - 100
Very Coarse Sand	18	90 - 95
Coarse Sand	35	65 - 85
Medium Sand	60	30 - 40
Fine Sand	140	15- 25
Very Fine Sand	270	9 - 18
		Determined by hydrometer method (ASTM F 1632)
Silt		6 - 12
Clay		3 - 6
Phosphorous (P)	Extract	20-100 PPM
Potassium (K)	Extract	200-600 PPM
Cation Exchange (CEC)	Extract	>8 Meq/100g

e. Planting Soil for Seeded and Sodded Lawns: Combine Horticultural Subsoil and Compost to create a uniform blend. Approximate mix ratios which meets the following requirements are 4 : 1 Horticultural Subsoil : Compost. Adjust the blended soil mix shall to meet the following requirements:

i. Comply with environmental requirements of Environmental Remediation Programs, 6 NYCRR Part 375.
ii. pH: 6.5 - 7.3.
iii. Salinity: Electrical conductivity of a 1:2 soil to water extract, ≤ 1.50 mmos/cm (dS/m).
iv. Saturated hydraulic conductivity of the sand: ≥ 2 inches per hour, according to ASTM D5856, when compacted to a minimum of 90% Standard Proctor, ASTM 698.
v. Organic Matter (ASTM F 1647): 3-5%.
vi. Compaction (as measured by Penetrometer): Uniformly increasing with depth, penetration < 140 PSI (lbs./$in^{2)}$ after installation.
vii. No stones or coarse fragments over 1" in size.
viii. Particle size distribution shall be:

Particle Size Class	Passing Sieve No.	Range in % Passing (ASTM F 1632)
Fine Gravel	10	95 - 100
Very Coarse Sand	18	90 - 95
Coarse Sand	35	65 - 85
Medium Sand	60	30 - 40
Fine Sand	140	15- 25
Very Fine Sand	270	9 - 18
		Determined by hydrometer method (ASTM F 1632)
Silt		6 - 12
Clay		3 - 6
Phosphorous (P)	Extract	20-100 PPM
Potassium (K)	Extract	200-600 PPM
Cation Exchange (CEC)	Extract	>8 Meq/100g

F. Soil Amendment Materials:

a. Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in amounts recommended to eliminate deficiencies of proposed planting soil mixes as indicated in test reports from the approved testing laboratory.

b. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:

i. Class: Class O, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.

c. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 (3.35-mm) sieve and a maximum 10 percent passing through No. 40 (0.425-mm) sieve.

d. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

e. Aluminum Sulfate: Commercial grade, unadulterated.

G. Penetrometer:

a. Complete penetrometer testing with a penetrometer that complies with American Society of Agricultural Engineers (ASAE), S313.3 1999 (R 2018) Soil Cone Penetrometer standard. Subject to meeting this requirement, the following are acceptable penetrometer manufacturers:

i. Dickey-John Soil Compaction Tester, Dickey-John, Auburn, IL 62615, (217) 438-3371.

ii. Agratronix Soil Compaction Tester, Model 08180, Agratronix, Streetsboro, Ohio 44241, (800) 821-9542

iii. Turf-Tec, Model PN-Compi-S. Turf-Tec International, Tallahassee, FL 32303, 850-580-4026

iv. Agriculture Solutions Penetrometer, Agriculture Solutions, LLC, Strong ME,04983, (888) 683-8291

PK-ESCR 937.2.1. REFERENCES.

A. American Society for Testing and Materials (ASTM) Standards, Methods:

a. ASTM C 136-01: "Standard Test Method for Sieve Analysis of Fine and Course Aggregates" (Dry Sieving).

b. ASTM D 422-63 (2002): "Standard Test Method for Particle-Size Analysis of Soils" (Hydrometer).

c. ASTM D 698: "Standard Test Methods For Laboratory Compaction Characteristics of Soil Using Standard Effort" (Standard Proctor).

d. ASTM D 1556 Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method

e. ASTM D 3385 - 09 Standard Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer.

f. ASTM D 4972-01: "Standard Test Method For pH of Soils" using distilled water.

g. ASTM D 5856-15: "Standard Test Method for Measurement of Hydraulic Conductivity of Porous Material Using a Rigid-Wall, Compaction-Mold Permeameter.

h. ASTM D6938 - 08a "Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)"

i. ASTM F 1647-02a: "Standard Test Method For Organic Matter Content of Putting Green and Sports Turf Zone Mixes.

B. Soil Moisture Content shall be performed using Speedy Moisture Tester, Model 2000D.

C. Woods End Research Laboratory, Mt. Vernon, Maine: Solvita Manual, Version 4.

D. Recommended Soil Testing Procedures for the Northeastern United States, 3rd Edition, Northeastern Regional Publication No. 493, Agricultural Experiment Stations of Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and West Virginia, Revised, July 1, 2011 (NRP 493). Referenced document may be obtained on the web at: http://extension.udel.edu/lawngarden/soil-health-composting/recommended-soil-testing-procedures-for-the-northeastern-united-states/

Tests include the following:

a. Test for soil Organic Matter by loss of weight on ignition, as described in NRP 493, pp. 63-74.

b. Test for soil CEC by exchangeable acidity method as described in NRP 493, pp. 75-86.

c. Test for soil Soluble Salts shall be by the 1:2 (v:v) Soil:Water Extract Method as described in NRP 493, pp.87-94.

d. Test for Buffer pH by the SMP method as described in NRP No. 493, pp. 19-25.

E. New York State Department of Environmental Conservation, Division of Solid and Hazardous Waste Materials:

a. Recycling of Organic Waste Through Composting, Land Application, and Other Means, 6 NYCRR Subparts 360-1 through 360-5.
b. Environmental Remediation Programs, 6 NYCRR Part 375

F. Code of Federal Regulations Title 40, Chapter I-Environmental Protection Agency:

a. 40 CFR Part 261 - Identification And Listing Of Hazardous Waste
b. 40 CFR Part 503 rule, Table 3, page 9392, Vol. 58 No. 32.

G. American Society of Agronomy

H. American Society of Agricultural Engineers (ASAE), S313.3 1999 (R 2018) Soil Cone Penetrometer standard.

I. U.S. Compost Council, Test Methods for the Examination of Composting and Composts.

PK-ESCR 937.2.2. SUBMITTALS.

A. Product Data: For each type of product indicated.

a. Submit most recent printed information from manufacturer.

i. Sand: identify the source area and prior land use.
ii. Loam: identify the source area and prior land use.
iii. Compost: identify the material(s) from of which is it composed and identify the location where material was composted.
iv. Soil Amendments:

1. Ground Limestone:
2. Agricultural limestone:
3. Agricultural Elemental Sulfur:
4. Agricultural Aluminum Sulfate

b. Data for the sand, loam and compost shall be no older than 30 days from date of the submittal submission.

c. Data for the Penetrometer to be used for in-place soil compaction testing.

d. Horticultural Soil Installation Equipment Specification Data showing low-ground pressure compliance of installation equipment.

B. Qualification Data:

a. Soil material supplier, including:

i. Provide soil material supplier number of years of experience, list of previous projects including project name, a contact name, phone number, and the number of cubic yards per each installation and a brief description of the project.

ii. Location where the planting soil mixes and component materials will be mixed and stockpiled including available soil mixing and stockpiling area.

b. Submit qualifications of Soil Testing Laboratory to be utilized for soil testing, including the resume of the staff anticipated to perform the required work of the project.

c. Submit qualifications of Field Quality Control Testing Laboratory and laboratory staff to be utilized for in-place soil compaction testing, including the resume of the staff anticipated to perform the required work of the project.

C. Material Test Reports:

a. General: Submit written reports of each sample tested. Include with each test report the following as a minimum and such other information required specific to material tested:

i. Date issued.

ii. Project Title, names of Contractor and supplier.

iii. Testing laboratory name, address and telephone number, and name(s), as applicable, of each field and laboratory inspector.

iv. Date, place, and time of sampling or test, with record of temperature and weather conditions.

v. Location of material source.

vi. Name and protocol of test performed.

1. Sand and Loam Test Reports: Results of tests including identification of deviations from specified ranges. Identify any toxic substance(s) harmful to plant growth or life. Recommendations for soil amendments, mix proportions, and methods of preparation, as applicable to specifications herein.

2. Compost Test Reports: Results of tests including identification of deviations from specified ranges. Identify any toxic substance(s) harmful to plant growth or life.

b. Provide resubmissions of material samples with a matching material test report.

c. Missing information, failure to use the specified testing protocol, or failure to supply a material sample as specified with the test report shall be grounds for rejection.

d. Complete lab test reports submitted for approval by the Engineer no more than four (4) weeks (28 days) from date of sample collection and submittal for approval.

e. Contractor is responsible for all costs associated with laboratory testing.

f. Component Material Test Reports: Submit test reports with each sample of sand, topsoil, and compost for approval. Resubmissions of test reports shall be accompanied by a matching material sample.

i. Provide the following testing for Sand:

1. Sieve and Hydrometer Analysis and Evaluation
2. pH
3. Saturated hydraulic conductivity
4. Salinity
5. Environmental Testing Compliance
6. Test Frequency: As required to receive approval from Engineer

ii. Provide the following testing for Loam:

1. Sieve and Hydrometer Analysis and Evaluation
2. pH
3. Buffer pH
4. Cation Exchange Capacity
5. Soluble Salts
6. Nutrient Content (Total Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Sulfur, Calcium, Magnesium, Sodium, Iron, Aluminum, Manganese, Copper, Zinc)
7. Organic Content
8. Saturated hydraulic conductivity
9. Salinity
10. Nutrient Content
11. Environmental Testing Compliance
12. Test Frequency: As required to receive approval from Engineer

iii. Provide the following Testing for Compost:

1. Feedstock
2. Carbon/Nitrogen Ration (C/N)
3. Degree of Maturity
4. Texture (Particle Size)
5. Organic Content (%)
6. pH
7. Buffer pH
8. Cation Exchange Capacity
9. Soluble Salts
10. Nutrient Content (Total Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Sulfur, Calcium, Magnesium, Sodium, Iron, Aluminum, Manganese, Copper, Zinc)
11. Moisture Content
12. Pathogens/Metals/Vector Attraction
13. Biological Organisms
14. Test Frequency: As required to receive approval from Engineer

g. Soil Mix Test Reports: Submit soil mix test reports with each sample of horticultural drainage material, horticultural subsoil, planting soil for bed & pits, and planting soil for seeded and sodded lawns for approval. Provide resubmissions of test reports with a matching material sample.

i. Provide the following testing for each soil mix:

1. Sieve and Hydrometer Analysis and Evaluation
2. pH
3. Organic Content
4. Salinity
5. Nutrient Content
6. Environmental Testing Compliance
7. Test Frequency: As required to receive approval from Engineer.

h. Off-Site Stockpile Environmental Test Reports:

i. Provide the following Off-Site Stockpile Environmental testing:

1. Environmental chemical analysis of all proposed horticultural soil mixes shall include USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8b parameters for Restricted Use Soil Cleanup Objectives - Residential category. Perform analysis of the horticultural soil mixes in accordance with USEPA Methods SW846; 8260 for Volatile Organics, 8270 for Semi-Volatile Organics, 8081 for Pesticides, and 8082 for Polychlorinated Biphenyls (PCBs), and 6010 for Metals.
2. Demonstrate materials meet NYSDEC Part 375 RURR SCOs and do not exceed hazardous waste characteristic criteria (40 CFR Part 261).
3. Provide a PDF of the lab report and an excel table comparing the fill material to the NYSDEC Part 375 RURR SCOs. Should the horticultural mixes possess hazardous or contaminated characteristics, refer to the APPEAL PROCESS section below.
4. Test Frequency:
   a. Every 400 Cubic Yards for the first 5,000 yards of each soil mix produced.
   b. Every 1,000 Cubic Yards of each soil mix produced thereafter.

i. Off-Site Stockpile QA/QC Test Reports: Once the planting soil mixes are approved, the supplier may begin stockpiling soil mixes. Ensure consistency (QA/QC) of mixes in stock-piles by periodic testing. Provide stockpile tests as indicated or as additionally requested by the Engineer. Provide test reports with a matching soil mix sample. The Engineer reserves the right for Engineer to reject, on or after delivery, any material which does not, in the Engineer's opinion, meet these specifications.

i. Provide the following testing for Off-Site Stockpile QA/QC Testing:

1. Sieve and Hydrometer Analysis and Evaluation
2. pH
3. Organic Content
4. Salinity
5. Test Frequency: One test per 2,000 cubic yards of each mix produced for off-site stockpiling.

j. In-Place Soil Compaction Test Reports: Scale plan showing test locations and results for each test at horticultural subsoil and planting soil installation. Indicate test results showing compliance at each testing location.

D. Samples:

a. Verification of Soil Components: Submit to the Engineer for distribution with complete soil testing results showing compliance with requirements:

i. Sand: Three (3) 1 quart samples in sealed labeled bags.
ii. Topsoil: Three (3) 1 quart samples in sealed labeled bags.
iii. Compost: Three (3) 1 quart samples in sealed labeled bags.

iv. Resubmissions of soil component samples shall be accompanied by a matching material test report.

b. Verification of Soil Mixes: Submit to the Engineer for distribution with complete soil testing results showing compliance with requirements:

i. Horticultural Drainage Material: Three (3) 1 quart samples in sealed labeled bags.
ii. Horticultural Subsoil: Three (3) 1 quart samples in sealed labeled bags.
iii. Planting Soil for Beds & Pits: Three (3) 1 quart samples in sealed labeled bags.
iv. Planting Soil for Seeded and Sodded Lawns: Three (3) 1 quart samples in sealed labeled bags.
v. Resubmissions of verification of soil mix samples shall be accompanied by a matching material test report.

c. Stockpile QA/QC Samples: Submit to the Engineer with complete soil testing results showing compliance with requirements. Demonstrate consistency of soil mixes with the corresponding approved mix soil test. If, in the opinion of the Engineer, off-site stock-pile testing is not consistent with the approved mix, Contractor shall abandon the stockpile and remix soils for a new stockpile, making adjustments as recommended by Contractor's testing lab and as approved by the Engineer.

i. Horticultural Drainage Material: Three (3) 1 quart samples in sealed labeled bags submitted to the Engineer for distribution.
ii. Horticultural Subsoil: Three (3) 1 quart samples in sealed labeled bags submitted to the Engineer for distribution.
iii. Planting Soil for Beds & Pits: Three (3) 1 quart samples in sealed labeled bags submitted to the Engineer for distribution.
iv. Planting Soil for Seeded and Sodded Lawns: Three (3) 1 quart samples in sealed labeled bags.
v. The Contractor, as often as requested by the Engineer, shall submit three (3) quart bags of each planting soil mix material with the matching material test report for each stockpile sample taken.
vi. Resubmissions of stockpile samples shall be accompanied by a matching material test report.

d. Site-Delivered QA/QC Samples: Submit as often as requested by the Engineer three (3) quart bags of each planting soil mix or material delivered to the site with the matching material test report for each stockpile sample taken. Provide resubmissions of samples with a matching material test report.

E. Planting Soil Quality Assurance Plan: Prepare a Planting Soil Quality Assurance Plan demonstrating Contractor's approach to sourcing planting soil, mixing, stockpiling, testing, tracking and delivery. Submit to Engineer for Approval prior to the start of soil sourcing work.

F. Material Delivery Tickets: Each barge or truck load of Horticultural Soil Material must be accompanied by a delivery ticket indicating the date of loading, volume of material, horticultural soil type and off-site stockpile source number it has been taken from. Provide a copy of each delivery ticket to the Engineer prior to unloading.

PK-ESCR 937.2.3. QUALITY ASSURANCE.

A. Horticultural Soil Supplier: A supplier with sufficient experience in the supply and custom blending of soil components and mixes of similar types and volumes specified and indicated on the Drawings including, the creation of custom sand-based manufactured soils for similar landscape applications or golf course applications whose work has resulted in successful establishment of plants.

   a. Subject to meeting the requirements, the following are acceptable horticultural soil suppliers:

      i. Advanced Soil Technologies, Brick, NJ 08723, (732) 840-1700 www.advancedsoiltechnologies.com
      ii. GreenPro Materials, Div. of Tri-State Materials LLC, Bound Brook, NJ 08805, (908) 647-0159 www.greenpromaterials.com
      iii. Braen Supply, Haledon, NJ 07508, (973) 556-2698 www.braensupply.com
      iv. Cedar Hill Landscaping, Somerset, NJ 08873, (732) 469-1400 www.cedarhilllandscaping.com

B. Soil Testing Laboratories: An independent soil testing laboratory with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed and capable of making soil recommendations, and issuing reports as specified herein, including the ability to make recommendations about soil blending ratios and methods, amendment recommendations, and issuing reports as specified herein.

   a. Verify Testing Laboratories have the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed and capable of making soil recommendations, and issuing reports as specified herein.

   b. Horticultural Testing Laboratories: Subject to meeting the requirements, the following are acceptable horticultural testing laboratories:

      i. Physical and Chemical Testing of Soils:

         1. McNitt & SerenSoil Testing, LLC, State College, PA, (610) 360-5985.
         2. Turf & Soil Diagnostics – NY, Trumansburg, NY, (855) 769-4231.
         3. University of Massachusetts Soil and Plant Tissue Testing Lab, Amherst, MA, (413) 545-2311.
         4. Approved Equal.

      ii. Compost Testing:

         1. Soil FoodWeb New York, Center Moriches, NY 11716, (631) 750-1553.
         2. Penn State Analytical Services Lab, University Park, PA, (814) 863-0841.
         3. Woods End Research Laboratory, Mt. Vernon, ME, (207) 293-2457.
         4. AgroLab Harrington, DE 19952, (302) 566-6094.
         5. A&L Great Lakes Lab, Fort Wayne, IN 46080, (260) 483-4759.

iii. Biological Testing:

1. Soil Food Web New York, Center Moriches, NY 11716, (631) 750-1553.
2. Harrington Organics, Bloomfield, CT 06021, (800) 675-8733.
3. Foothill Biological Soil Health Services, Grass Valley, CA 95945, (530) 648-0694.
4. Earthfort, Corvallis, OR 97333, (541) 257-2612.

c. Environmental Testing Laboratories: a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP)-certified laboratory

i. For a list of NYSDOH ELAP-certified laboratories see: https://www.wadsworth.org/regulatory/elap/certified-labs

C. Monthly Inspections of Off-Site Stock Piles:

a. The Engineer will inspect off-site stock piles monthly for compliance with these specification. Provide and pay for transportation for the Engineer or the Engineer's representatives to and from off-site stock pile facility locations and access to stock piles as required.

D. Horticultural Soil Installation Equipment:

a. Utilize light-weight, low-ground pressure equipment that makes us of wide tracks or low inflation tires that will not exert a ground pressure greater than four (4) PSI.

E. Horticultural Soil Profile Mock-Ups:

a. Prior to the start of horticultural soil installation, complete an on-site mock-up of each planting soil profile with all required layers.
b. Mock-up size: a minimum of 15' x 15' fully installed and tested, indicating compliance with requirements to the satisfaction of the Engineer.
c. Install mock-ups with the actual crews intended for the installation using the actual equipment to be used for the installation, as approved by submittals.
d. Successful mock-ups may remain in place as part of finished work as permitted by the Engineer.

F. In-place Soil Testing: Test in-place Horticultural Soils with a third party testing lab employed by and paid for by the Contractor. Complete penetrometer testing frequency in accordance with "Field Quality Control" herein.

a. Comply with the following instructions when using a penetrometer:

i. Avoid taking measurements when soil is too wet or too dry. Soil moisture at or slightly drier than field capacity is best.
ii. The penetrometer should be inserted at a constant rate of 1.2 inches/sec (3 cm/sec). Small variations will not affect the reading. Starting and stopping also will not affect the reading.
iii. Insert the soil penetrometer smoothly without jerking motions. A jerking motion will result in erroneous measurements.
iv. Measure subsoil to the depth shown on the Drawings less 3 inches.
v. Measure planting soil to the full depth shown on the Drawings.
vi. Stop insertion if soil readings exceed specified resistance and record measurement.

vii. Continue penetration to depth required and record final penetration reading.

PK-ESCR 937.2.4. DELIVERY, STORAGE, AND HANDLING.

A. Offsite Stockpile Maintenance:

a. Stockpile horticultural soil component materials and planting soil mixes without intermixing.
b. Do not store off-site stockpiled materials in mounds greater than six (6) feet high. Turn stockpiles at a minimum every two (2) weeks to prevent anaerobic conditions. Place, grade, and shape stockpiles to drain surface water.
c. Cover stockpiles with a breathable fabric to prevent windblown dust and protect from erosion. Do not cover stockpiles with plastic.
d. Protect stockpiles from contamination from other materials, from erosion and deposition of water and wind borne materials of any kind.
e. Prohibit vehicular and pedestrian traffic on stockpiled materials.

B. Accessory and Packaged Materials:

a. Store and handle packaged materials in strict compliance with manufacturer's instructions and recommendations. Protect all materials from weather, damage, injury and theft.

C. Bulk Materials:

a. Sequence deliveries to avoid delay. On-site storage space is permissible only with written notice from the Engineer. Coordinate material deliveries only after preparations for placement of planting soil have been completed.

b. Stockpile on-site horticultural soil component materials and planting soil mixes without intermixing.

c. Do not store on-site stockpiled materials in mounds greater than six (6) feet high. Turn stockpiles at a minimum every two (2) weeks to prevent anaerobic conditions. Place, grade, and shape stockpiles to drain surface water.

d. Cover stockpiles with a breathable fabric to prevent windblown dust and protect from erosion. Do not cover stockpiles with plastic.

e. Protect stockpiles from contamination from other materials, from erosion and deposition of water and wind borne materials of any kind.

f. Prohibit vehicular and pedestrian traffic on stockpiled materials.

D. Environmental Requirements:

a. Do not handle, mix, haul, or deliver Horticultural Soils or component materials when excessively dry, wet, or frozen, or during or immediately after a heavy rainfall. Handle soil materials and components only when the moisture content is less than or equal to the optimum water content as determined for the Standard Proctor test. If the soil glistens or free water is observed when the sample is patted in the palm of hand, the soil is too wet and shall not be worked. The Engineer shall determine if the soil is too wet to handle.

b. Apply water to Horticultural soils, if necessary, or allow Horticultural Soils to dry to bring soil moisture between 60% of optimum moisture content on the dry side of optimum and optimum moisture content as determined by ASTM D698 for mixing. The Speedy Moisture Tester can be used to determine soil moisture on stockpiled

soils. The Contractor shall coordinate procedures to allow for drying and mixing of planting soils that exceed maximum allowable moisture contents.

E. Delivery And Approval:

a. Notify the Engineer a minimum of 48 hours prior to the intended horticultural soil delivery dates.

b. Provide a delivery ticket for each truck or barge delivery of horticultural soils indicating the date of loading, volume of material, horticultural soil type and off-site stockpile source number it has been taken from.

c. Horticultural soil materials delivered by barge or in trucks will be subject to visual inspection and additional testing as deemed necessary by the Engineer. The Engineer reserves the right to reject on or after delivery any material that does not, in their opinion, meet the limitations of this specification and approved samples, test reports and off-site stock pile inspections. Do not install horticultural soil materials until the Engineers' inspection, sampling and/or testing is completed, unless otherwise directed by the Engineer.

d. Where horticultural soil is rejected, immediately remove rejected materials from the site. Where it has been determined by the Engineer that soil amendments are allowable, the correction shall be made at the Contractor's expense. Additional testing after amending shall also be at the Contractor's expense.

e. Perform on-site horticultural soil testing with the original testing laboratories used to achieve the initial component and soil mix approvals, unless otherwise noted by the Engineer.

F. Appeal Process:

a. Horticultural Soil Testing: The Engineer shall visually check for discrepancies between the delivered soil and the approved submittal and sample. If the Engineer suspects that the topsoil delivered to the site has excessively high levels of organic matter, clay, etc. that would not be within the allowable levels listed in this specification, the soil will be rejected until additional testing proves otherwise. Should the Contractor contest the Engineer's determination, the Engineer will take samples so additional tests may be performed at Contractor's expense. These results shall be considered final.

b. Environmental Testing: The Engineer shall check for discoloration and evidence of unacceptable contents or signs of potential contamination. If the Engineer suspects that the fill possesses hazardous or contaminated characteristics, it will be rejected. Should the Contractor contest the Engineer's determination, the Engineer will take samples so additional tests may be performed at Contractor's expense at a laboratory certified by the NYSDOH ELAP for the selected analytical method.

i. Environmental testing of all horticultural soil mixes shall include, but not be limited to, USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8 parameters. Analysis of the horticultural soil mixes shall be performed by USEPA Methods SW846; 8260 for Volatile Organics, 8270 for Semi-Volatile Organics, 8081 for Pesticides, and 8082 for Polychlorinated

Biphenyls (PCBs), and 6010 for Metals. Other hazardous waste characteristic tests may include those for ignitability, corrosivity, and reactivity, as deemed required by the Engineer.

ii. As specified in MATERIALS above, clean fill shall meet NYSDEC Part 375 RURR SCOs and not exceed hazardous waste characteristic criteria (40 CFR Part 261). If the clean fill fails, then the Contractor shall be responsible for:

1. Payment of fees for services of the NYSDOH ELAP certified lab;
2. Removal and legal disposal of unacceptable fill;
3. Replacement with acceptable clean fill; and,
4. All other expenses, as well as potential fines that may be incurred.

PK-ESCR 937.2.5. COORDINATION, SEQUENCING AND SCHEDULING.

A. General: Coordinate the production, stockpiling, and delivery of horticultural soils to the project site in accordance with the Project Schedule as provided and regularly updated by the Engineer.

B. Coordinate horticultural soil installation with subsequent biochar and planting operations so as to not compact horticultural soils by planting operations.

C. Project Schedule: Coordinate with the soil supplier in order for the delivery schedules to be in sync with phased and sequenced site construction and planting schedules. Coordination shall include but not be limited to:

a. Provide Engineer monthly access for inspection at the off-site soil mixing and stockpile locations.

b. Testing and approval of soil component and planting mix materials at the indicated frequency.

c. Availability of stockpiled horticultural soils in sufficient quantities to keep pace with installation schedules

d. Delivery times, including overtime and night time deliveries occurring outside the Soil Supplier's regularly scheduled work week.

e. Project site delivery methods by either barge or truck.

f. Installation and protection of Horticultural Planting Soils in a manner that prevents compaction during subsequent planting operations.

D. Estimated Soil Sourcing and Mix Design Approvals: Plan for adequate time for the sourcing, testing and approval of planting soil component materials and mixes. **The sourcing, testing and approval of soil mix components as well as the design, approval and stockpiling of soil mixes can take six months or more depending upon seasonal conditions and quality of materials sourced.** Do not deliver Horticultural Soil materials and Mixes to the site without prior approval by the Engineer.

E. Estimated Soil Testing Durations: The following soil testing durations are provided as a guide for the contractor to be able to bid the project based on a realistic schedule. Actual testing durations may vary depending upon the contractors' ability to send materials to their approved testing lab, the testing labs' ability to complete multiple testing protocols simultaneously, the testing lab's ability to manage high seasonal demands for soil testing, and the ability of the contractor to deliver test reports as required.

a. Soil component materials: Sand, Topsoil, and batch quantities of Planting Soil Mixes testing and reporting is estimated to take five (5) to ten (10) business days per sample including the following tests:

   i. dry and wet sieving
   ii. Hydrometer
   iii. nutrient content
   iv. Ph
   v. organic matter content
   vi. soluble salts
   vii. saturated hydraulic conductivity

b. Final Planting Soil Mixes, in stockpile quantities after initial soil mix approvals, testing and reporting is estimated to take five (5) to ten (10) business days per sample including the following tests:

   i. dry and wet sieving
   ii. Hydrometer
   iii. nutrient content
   iv. pH
   v. organic matter content
   vi. soluble salts
   vii. saturated hydraulic conductivity

c. Compost testing is estimated to take 21 to 28 business days per sample including the following tests:

   i. C:N ratio
   ii. Maturation test
   iii. pH
   iv. Organic matter content
   v. Salinity
   vi. Pathogens/Metals/Vector Attraction
   vii. Nutrient content
   viii. Biological Organisms

d. Biological testing of final approved Planting Soil Stockpiles is estimated to take 14-18 business days.

e. Environmental testing is estimated to take 18-24 business days.

PK-ESCR 937.3. METHODS

A. Examination and Preparation:

a. Notify the Engineer of soil placement operations at least seven calendar days prior to the beginning of work.
b. Verify that the locations of utilities, structures and other underground items have been clearly marked.
c. Verify that the plumbing for the irrigation system main lines have been installed and accepted by the Engineer.
d. Verify that the underdrainage system has been installed and accepted by the Engineer.
e. Verify that the subgrade elevations meet required elevations and have been accepted by the Engineer.

f. Before proceeding with work, notify the Engineer in writing of unsuitable conditions and conflicts.

B. Installation – General

a. Do not move or work planting soils when it is a wet or frozen condition. In all cases, the soil being placed shall be in a dry to damp condition with a moisture content not greater than optimum as determined by the Standard Proctor test. No wet soils shall be placed.
b. Place Horticultural Drainage Material, Horticultural Subsoil, Planting Soil for Beds and Pits and Planting Soil for Seeded and Sodded Lawn Areas in lifts compacted to meet profiles indicated on the Drawings.
c. Form transition layers between soil types and lifts with a light scarification of the horticultural soil surface prior the installation of each subsequent lift is required to break up any compacted surface and eliminate a compaction interface.
d. Prevent over compacted soils by beginning the work against walls or pavement edges, or in the center of planting beds or lawn area, and progressing outwards towards the borders. Place barricades as required to prevent any unnecessary compaction of planting soil from vehicles, equipment, or pedestrian traffic. Remove or restore to compliant conditions placed planting soils exhibiting noncompliant compaction values.

C. Planting Soil Mock-Up:

a. Prior to the start of horticultural soil installation, comply with mock-up requirements for each indicated soil profile as described in Quality Assurance section of this specification.

D. Subgrade Preparation:

a. After subgrade levels have been inspected and tested, and immediately prior to placing Horticultural Soils, scarify subgrade that the planting soil is placed upon to a minimum depth of four inches utilizing a toothed bucket of a backhoe or equivalent equipment.

E. Horticultural Drainage Layer Installation:

a. Install Drainage layer over the scarified existing or prepared subgrade where indicated on the Drawings.

b. Install Horticultural Subsoil with approved low-ground pressure equipment.

c. Install Drainage layer in one six (6) inch lift. Compaction the drainage layer with light tamping by installers foot traffic. Do not mechanically compact the drainage layer.

F. Horticultural Subsoil Installation:

a. Place and spread Horticultural Subsoil over the Drainage Layer or on the scarified subgrade as indicated on the Drawings.
b. Install Horticultural Subsoil with approved low-ground pressure equipment.
c. Do not back-blade Horticultural Subsoil as it will contribute to over compaction.
d. Light foot traffic and low-ground pressure equipment is allowable for placing subsequent lifts and is needed to seat the soil layers within the profile, reducing overall subsidence.

e. Lightly scarify of the surface of each lift with hand tools to break up any compacted surface and eliminate any compaction interface. Higher trafficked areas will require greater amounts of scarification as determined by the Engineer.

f. Reducing the amount of compaction to the soils can be accomplished by beginning the work in corners, against walls or at the center of isolated beds and progressing outwards. This approach limits the amount of traffic needed for installation on the placed soil.

g. Penetration resistance of installed Horticultural Subsoil as measured by the Engineer shall not exceed 220 PSI. Horticultural subsoil shall be uniformly increasing in density with depth. There shall not be any compacted layers (readings exceeding 290 PSI) within the soil profile. If readings of over 220 PSI are discovered, the Engineer shall take additional readings as required to determine if the soil is overly compacted.

h. Decompact Horticultural Subsoil tested at 2200 PSI or higher as directed by the Engineer to obtain an installation that does not exceed readings of 220 PSI.

i. Place and spread Horticultural Planting Soil to a depth greater than required such that after settlement, finished grade conforming to the lines, grades and elevations shown on the Drawings. Ensure proper drainage in an uninterrupted pattern free of hollows and pockets.

j. Remove stiff clods, lumps, brush, roots, stumps, litter and other foreign material and stones over one inch in diameter as discovered during operations and dispose of legally off site.

G. Seeded and Sodded Lawn Area Soil Mix Installation:

a. Lightly scarify of the surface of the Horticultural Subsoil with hand tools to break up any compacted surface and eliminate any compaction interface. Higher trafficked areas will require greater amounts of scarification as determined by the Engineer.

b. Install Planting Soil over the prepared Horticultural Subsoil to the depths indicated on the Drawings.

c. Install Planting Soil with approved low-ground pressure equipment.

d. Do not back-blade Horticultural Subsoil as it will contribute to over compaction.

e. Light foot traffic and low-ground pressure equipment is allowable for placing subsequent lifts and is needed to seat the soil layers within the profile, reducing overall subsidence.

f. Lightly scarify of the surface of each lift with hand tools to break up any compacted surface and eliminate any compaction interface. Higher trafficked areas will require greater amounts of scarification as determined by the Engineer.

g. Penetration resistance of installed Horticultural Subsoil as measured by the Engineer shall not exceed 140 PSI. Horticultural subsoil shall be uniformly increasing in density with depth. There shall not be any compacted layers (readings exceeding 290 PSI) within the soil profile. If readings of over 140 PSI are discovered, the Engineer shall take additional readings as required to determine if the soil is overly compacted.

h. Decompact Horticultural Subsoil as directed by the Engineer to obtain an installation that does not exceed readings of 140 PSI.

i. Place and spread Horticultural Planting Soil to a depth greater than required such that after settlement, finished grade conforming to the lines, grades and elevations shown on the Drawings. Ensure proper drainage in an uninterrupted pattern free of hollows and pockets.

j. Remove stiff clods, lumps, brush, roots, stumps, litter and other foreign material and stones over one inch in diameter as discovered during operations and dispose of legally off site.

H. Planting Bed Soil Mix Installation:

a. Lightly scarify of the surface of the Horticultural Subsoil with hand tools to break up any compacted surface and eliminate any compaction interface. Higher trafficked areas will require greater amounts of scarification as determined by the Engineer.

b. Install Planting Soil over the prepared Horticultural Subsoil to the depths indicated on the Drawings.

c. Install Planting Soil with approved low-ground pressure equipment.

d. Do not back-blade Horticultural Subsoil as it will contribute to over compaction.

e. Light foot traffic and low-ground pressure equipment is allowable for placing subsequent lifts and is needed to seat the soil layers within the profile, reducing overall subsidence.

f. Lightly scarify of the surface of each lift with hand tools to break up any compacted surface and eliminate any compaction interface. Higher trafficked areas will require greater amounts of scarification as determined by the Engineer.

g. Penetration resistance of installed Horticultural Subsoil as measured by the Engineer shall not exceed 140 PSI. Horticultural subsoil shall be uniformly increasing in density with depth. There shall not be any compacted layers (readings exceeding 290 PSI) within the soil profile. If readings of over 140 PSI are discovered, the Engineer shall take additional readings as required to determine if the soil is overly compacted.

h. Decompact Horticultural Subsoil as directed by the Engineer to obtain an installation that does not exceed readings of 140 PSI.

i. Place and spread Horticultural Planting Soil to a depth greater than required such that after settlement, finished grade conforming to the lines, grades and elevations shown on the Drawings. Ensure proper drainage in an uninterrupted pattern free of hollows and pockets.

j. Remove stiff clods, lumps, brush, roots, stumps, litter and other foreign material and stones over one inch in diameter as discovered during operations and dispose of legally off site.

I. Finished Grading: Grade to finished grades indicated within 0.10 foot. Grade areas to drain water away from buildings or walls or other vertical structures and to provide suitable surfaces for mowing machines. Existing grades which are to remain but are disturbed by the Contractor's operations shall be restored.

J. Top dress requirements:

a. Remove existing vegetation as indicated on ep302 demolition site plan and specifications.

b. Back fill all voids left from site removals and compact as specified.

c. Areas with trees: utilizing an air spade, existing soils within drip line of existing trees and root zones shall be decompacted to a depth of 4".

d. Areas outside of drip line of existing trees: decompact top 4" of existing soils using steel rakes, in areas severe compaction, decompact top 6" using rototiller.

e. Rake smooth and fill in any voids or depressions, compact as specified.

f. Dress soil per planting soil specification. For finished grade, see ep304 site grading plan. Bring soils to meet existing grade at trees to remain.

g. For planting, see ep306 planting plan and specifications.

K. Protection:

a. Select equipment and otherwise phase the installation of the planting to ensure that wheeled equipment does not travel over prepared horticultural subsoil or planting soil. Movement of tracked equipment over said soils will be reviewed and considered for approval by the Engineer. If it is determined by the Engineer that wheeled equipment must travel over already installed planting soil, provide a written description of sequencing of work that ensures that compacted soil is loosened and un-compacted as the work progresses or place 3/4" plywood over the length and width of any travel way to cover planting soil to protect it from compaction.

b. Disturbed areas outside the limit of work shall be protected and as required, graded smooth and spread with planting soil to meet finished grades.

c. Protect installed Horticultural Soils from wind and water erosion. Comply with soil and erosion control requirements specified under separate items.

d. Repair soil profiles where wind or water erosion has occurred to the satisfaction of the Engineer.

L. Final Acceptance:

a. Confirm that the final grades of the Soils are at the proper finish grade elevations. Adjust grade with approved materials as required to meet the contours and spot elevations noted on the Plans. Request the presence of the Engineer to inspect final grade. Do not proceed with the remaining work of this Contract until the Engineer has given written approval of the final grade.

b. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

i. Storage of construction materials, debris, or excavated material.
ii. Parking vehicles or equipment.
iii. Vehicle traffic.
iv. Foot traffic.
v. Erection of sheds or structures.
vi. Impoundment of water.
vii. Excavation or other digging unless otherwise indicated.

c. If planting soil or subgrade is over compacted, disturbed, or contaminated by

foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Engineer and replace contaminated planting soil with new planting soil.

M. Cleaning:

a. Protect areas adjacent to planting-soil preparation and placement areas from contamination.
b. Keep adjacent paving and construction clean and work area in an orderly condition.
c. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

N. Post-Installation Biochar amendment: In accordance with Bid Item PK-ESCR – 945 BIOCHAR.

O. Post-Installation Compost Tea Applications: In accordance with Bid Item PK-ESCR – 951 COMPOST TEA.

PK-ESCR 937.4. FIELD QUALITY CONTROL

A. Field Quality Control:

a. Testing Agency: Engage a qualified testing agency to perform field quality control tests and inspections.

b. Perform the following tests and inspections:

i. In-place Compaction Testing with Penetrometer: As indicated under "Quality Assurance" herein. Complete in-place soil testing using a hand held penetrometer at a rate of one point every 1,000 square feet for installed horticultural soil prior to covering with planting soil and one point every 1,000 square feet for installed planting soil for beds and pits or seeded & sodded lawn areas.

ii. Compaction Testing: In addition to penetrometer testing, test in-place density for horticultural soil materials shall be made according to ASTM D1556 or ASTM D6938-08a. Compaction tests shall be conducted each 20,000 square feet for each soil type layer after each soil type has been placed, as directed by the Engineer. The engineer may direct additional testing in locations subject to compaction or adverse Contractor operations.

iii. Percolation testing: Test percolation of all Planting Soils using Turf-Tec IN2-W Infiltrometer utilizing manufacturer's operating instructions. Percolation tests shall be conducted each 20,000 square feet for each soil type after each soil type has been placed, as directed by the Engineer. The engineer may direct additional testing in locations subject to compaction or adverse Contractor operations. Remove or restore to compliant conditions placed planting soils exhibiting noncompliant percolation values.

c. Prepare test and inspection reports.

d. Label each test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

e. Soil installation will be considered defective if it does not pass tests and inspections.

f. Make corrections as directed by the Engineer and re-test until compliance with the requirements is achieved.

PK-ESCR 937.5. MEASUREMENT.

A. PER LUMP SUM

Payment for SOURCING AND APPROVAL OF COMPONENT MATERIALS, APPROVAL OF PLANT SOIL MIXES, and FIRST PHASE STOCKPILING OF SOIL MATERIALS will be made on a Lump Sum basis for work satisfactorily completed. Monthly payments will be made in proportion to the amount of work done as determined by the Engineer.

B. PER CUBIC YARD

Payment for the quantity of HORTICULTURAL DRAINAGE LAYER, HORTICULTURAL SUBSOIL, PLANTING SOIL FOR BEDS & PITS, or PLANTING SOIL FOR SEEDED & SODDED LAWN AREAS, TOPDRESSING to be paid for shall be the number of cubic yards delivered to the project site by barge or truck as verified by the Engineer prior to unloading. No payment will be made for HORTICULTURAL DRAINAGE LAYER, HORTICULTURAL SUBSOIL, PLANTING SOIL FOR BEDS & PITS, or PLANTING SOIL FOR SEEDED & SODDED LAWN AREAS not delivered to the project site.

PK-ESCR 937.6. PRICES TO COVER

A. The Lump Sum (LS) contract price for

Item No. PK-ESCR 937 CM SOURCING AND APPROVAL OF COMPONENT MATERIALS

covers the cost of all labor, materials, equipment, insurance, and incidentals required for the sourcing horticultural soil component materials including Engineer approved submittal of qualified soil testing lab, and submittal of each component material showing compliance with the specifications, and a 50 CY stockpile of each soil component properly stored and stockpiled and inspected and approved by the Engineer.

B. The Lump Sum (LS) contract price for

Item No. PK-ESCR 937 PM APPROVAL OF PLANT SOIL MIXES

covers the cost of all labor, materials, equipment, insurance, and incidentals required for the sourcing, blending, testing, and stockpiling of Including a 500 CY stockpile of each soil material properly stored and stockpiled and approved by the Engineer including Engineer approved submittal documentation of mix design and batch testing showing compliance with the approved mix design at the first 250 CY and final 250 CY of each stockpiled soil material.

C. The Lump Sum (LS) contract price for

Item No. PK-ESCR 937 SP FIRST PHASE STOCKPILING OF SOIL MATERIALS

covers the cost of all labor, materials, equipment, insurance, and incidentals required for the sourcing, blending, testing, and off-site stockpiling of 1,000 CY each material properly

piled and protected, and as inspected and approved by the Engineer, including Engineer approved submittal documentation showing batch testing showing compliance with each of the material requirements for each 1,000 CY of stockpiled material.

D. The contact prices per cubic yard (CY) for

Item No. PK-ESCR 937 A HORTICULTURAL DRAINAGE LAYER

Item No. PK-ESCR 937 B HORTICULTURAL SUBSOIL

Item No. PK-ESCR 937 C PLANTING SOIL FOR BEDS & PITS

Item No. PK-ESCR 937 D PLANTING SOIL FOR SEEDED & SODDED LAWN AREAS

covers the cost of all labor, materials, equipment, insurance, and incidentals required for the component material sourcing, blending, testing, off-site stockpiling, coordination, sequencing and scheduling, delivery to the project site by truck or barge, on-site stockpiling and handling, mock-ups, installation, compaction, de-compaction, in-place testing and post-installation maintenance and protection. Installation of Biochar and Compost Tea shall be paid for under separate items.

Payment will be made under:

Item No.	Item	Pay Unit
PK-ESCR 937 CM	**SOURCING AND APPROVAL OF COMPONENT MATERIALS**	**LS**
PK-ESCR 937 PM	**APPROVAL OF PLANT SOIL MIXES**	**LS**
PK-ESCR 937 SP	**FIRST PHASE STOCKPILING OF SOIL MATERIALS**	**LS**
PK-ESCR 937 A	**HORTICULTURAL DRAINAGE LAYER**	**CY**
PK-ESCR 937 B	**HORTICULTURAL SUBSOIL**	**CY**
PK-ESCR 937 C	**PLANTING SOIL FOR BEDS & PITS**	**CY**
PK-ESCR 937 D	**PLANTING SOIL FOR SEEDED & SODDED LAWN AREAS**	**CY**
PK-ESCR 942	**TOPDRESSING**	**CY**

END OF SECTION

SECTION PK-ESCR 945 – BIOCHAR

PK-ESCR 945.1. DESCRIPTION

A. Under this Item, the Contractor shall furnish, spread, and incorporate BIOCHAR in existing soil, in accordance with the plans and specifications, to the satisfaction of the Engineer.

PK-ESCR 945.2. MATERIALS

A. Biochar: Class I Material, screened to ≤ 1/4" (6.35 mm). Biochar shall meet the requirements of the International Biochar Initiative (IBI 0STD. 2.1) for Categories A and B. Biochar shall be a solid material obtained from thermochemical conversion of biomass in an oxygen-limited environment (pyrolysis) containing at least 60% carbon. Feedstocks may be composed of crop residue, wood or other forest waste. Biosolids, sewer sludge, animal wastes and other feedstocks may not be used in biochar material supplied. Biochar shall not include other soil conditioners, fertilizers or amendments.

PK-ESCR 945.3.1. REFERENCES

A. International Biochar Initiative (IBI 0STD. 2.1), Standardized Product Definition and Product Testing Guidelines for Biochar That Is Used in Soil, November 2015.

PK-ESCR 945.3.2. SUBMITTALS

A. Certified third party test reports for Biochar material showing compliance with requirements dated no earlier than 60 days from time of submittal.

B. No Biochar shall be delivered until the approval of test repots by the Engineer, but such approval does not constitute final acceptance. The Engineer reserves the right to reject, on or after delivery, any material which does not, in their opinion, meet these specifications.

PK-ESCR 945.3.3. DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged biochar materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

1. Accompany each packaged delivery of biochar with delivery tickets.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each bulk delivery of biochar with delivery tickets.
5. When compost is stored on the job site, it shall be done as directed by the Engineer.

C. Weather Limitations: Proceed with biochar installation only when existing and forecasted weather conditions permit application to the soil when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to

manufacturer's written instructions.

1. Do not apply biochar during windy or rainy conditions.

PK-ESCR 945.3.4. MANUFACTURER

A. Subject to meeting the requirements, the Biochar material is available from the following producers:

1. Biochar Solutions, Carbondale, CO
2. Char-Grow, Asheville, NC
3. Wakefield Biochar, Columbia, MO
4. Biochar Supreme, LLC, Everson, WA
5. Approved Equal.

PK-ESCR 945.4. METHODS

A. After all areas to be sodded or planted have been fine graded to their compacted depth as per the Drawings, biochar shall be spread over the surface of the planting soil a rate of one half (1/2) inch depth of biochar material to the surface of planting soil. (1.5 cubic yards of biochar per 1,000 feet of planting soil surface.)

B. Thoroughly incorporate the biochar into the top five (5) inches of the planting soil by hand with a rototiller.

PK-ESCR 945.5. MEASUREMENT

A. The quantity of BIOCHAR to be paid for shall be the number of cubic yards furnished in accordance with the plans and specifications, to the satisfaction of the Engineer. The biochar shall be measured as delivered in bulk containers, bags or trucks at point of delivery and as documented by delivery tickets.

PK-ESCR 945.6. PRICES TO COVER

A. The contact prices per cubic yard (CY) for Item No. PK-ESCR 945 BIOCHAR shall cover the cost of all labor, materials, equipment, insurance, testing and incidentals required furnish, spread, and incorporate BIOCHAR in planting soil to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-ESCR 945	Biochar	CY

END OF SECTION

SECTION PK-ESCR 951 – COMPOST TEA

PK-ESCR 951.1. DESCRIPTION

A. Under this Item, the Contractor shall complete soil and compost tea testing, furnish and apply COMPOST TEA in four (4) separate applications at lawn areas, planting beds and pits, in accordance with the plans and specifications, to the satisfaction of the Engineer.

PK-ESCR 951.2. MATERIALS

A. Compost Tea: A concentrated organic liquid fertilizer that is made from steeping biologically active compost in aerated water. Compost Tea shall meet the following minimum standard as demonstrated by testing:

Criteria	Test Method	Minimum Levels per milliliter of compost Tea
Biological Organisms	Soil FoodWeb Analysis	10-150 µg active bacteria 150-300 µg total bacteria 2-0 µg active fungi 5-20 µg total fungi 1,000 flagellates 1,000 amoeba 20-50 ciliates 2-10 beneficial nematodes

B. Adjust Compost Tea ingredients as recommended by the Testing Laboratory to achieve biological levels required as determined by Soil Biological Testing.

PK-ESCR 951.2.2. SUBMITTALS

A. Qualification Data:

1. Compost Tea Producer/Applicator, including:

   a. List of previous projects including project name, a contact name, phone number, and the number of square feet or acre per each application and a brief description of the project.

   b. Location where the compost tea will be produced.

2. Soil Biological Testing Laboratory: Name and address of testing laboratory, including the resume of the staff anticipated to perform tests and make recommendations for the project.

B. Material Test Reports:

1. General: Submit written reports of each soil sample tested. Each report shall include the following as a minimum and such other information required specific to material tested:

   a. Date issued.
   b. Project Title, name of Contractor.
   c. Testing laboratory name, address and telephone number, and

name(s), as applicable, of each field and/or laboratory inspector.

d. Date, place, and time of sampling or test, with record of temperature and weather conditions.
e. Location of material source.
f. Name and protocol of test performed.

(1) Soil Biological Test Reports: Results of tests including identification of deviations from specified ranges.
(2) Compost Tea Test Reports: Results of tests including identification of deviations from specified ranges.

2. Missing information, failure to use the specified testing protocol, or failure to supply a material sample as specified with the test report shall be grounds for rejection.
3. Lab test reports submitted for approval by the Engineer shall be dated no more than three weeks from date of sample collection.
4. Contractor to bear responsibility for all costs associated with laboratory testing.
5. Soil Biological Test Reports: Test for the following:

Criteria	Test Method	Acceptable Range
Biological Organisms	Soil FoodWeb Analysis	Organism Biomass Data: Dry weight: 0.45 to 0.85 Active Fungi: > 30.0 µg/g Total Fungi: >300.00 µg/g Hyphal Diameter: > 2.50 µg/m Active Bacteria: > 30.0 µg/g Total Bacteria: > 300.00 µg/g Organism Biomass Ratios: AF:TB 1.00 to 2.00 AF:TF > 0.10 AB:TB > 0.10 AF:AB 1.00 to 2.00 Protozoa (Protists): # Flagellates: >10,000/g # Amoebae: >10,000/g # Ciliates: < 470 Nematodes: # Nematodes: >10.00/g # Bacterial: > 4.0 # Fungal: > 4.0 # Fungal/Root: < 1.0 # Predatory: > 2.0 # Root: < 1.0 Mycorrhizal Fungi Endo % > 10 Ecto % > 10 Ericoid % > 10

i. Include written recommendations from soil biological testing lab for compost tea brewing and applications to achieve recommended levels of biological organisms for lawn area, planting bed, and plant pit soils.

6. Compost Tea Test Reports: Test for the following:

Criteria	Test Method	Test results per milliliter of compost Tea
Biological Organisms	Soil FoodWeb Analysis	µg active bacteria µg total bacteria µg active fungi µg total fungi # flagellates # amoeba # ciliates # beneficial nematodes

PK-ESCR 951.2.3. DELIVERY, STORAGE, AND HANDLING

A. Bulk Materials: Deliver compost materials in containers showing volume, name and address of manufacturer, and compliance with state and Federal laws if applicable.

1. Accompany each delivery of compost tea with delivery tickets.
2. When compost is stored on the job site, it shall be done as directed by the Engineer.

B. Weather Limitations: Proceed with compost tea installation only when existing and forecasted weather conditions permit application to the soil when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1. Do not apply compost tea during windy or rainy conditions.

PK-ESCR 951.2.4. COMPOST TEA PRODUCERS/APPLICATORS

A. Subject to meeting the requirements, the Compost Tea applications can be performed with approved materials from the following producers/applicators:

1. Kelco Construction, Hauppauge, NY (631) 462-2952
2. Almstead Tree Company, New Rochelle, NY 10801, (914) 576-0193
3. Alternative Earthcare, Bay Shore, NY 11706, (631) 862-5281
4. Ecological Landscape Management, Smithtown, NY 11787, (631) 484-1979
5. Organic Solutions Inc., Port Washington, NY (516) 883-6660

PK-ESCR 951.2.5. QUALITY ASSURANCE.

A. Soil Biological and Compost Tea Testing Laboratory: An independent soil testing laboratory with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed and capable of making soil recommendations, and issuing reports as specified herein, including the ability to make recommendations

about soil blending ratios and methods, amendment recommendations, and issuing reports as specified herein.

1. Verify Testing Laboratories have the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed and capable of making soil recommendations, and issuing reports as specified herein.
2. Soil Biological Testing Laboratories: Subject to meeting the requirements, the following are acceptable horticultural testing laboratories:
    a. Soil Food Web New York, Center Moriches, NY 11716, (631) 750-1553
    b. Harrington Organics, Bloomfield, CT 06021, (800) 675-8733
    c. Foothill Biological Soil Health Services, Grass Valley, CA 95945, (530) 648-0694
    d. Earthfort, Corvallis, OR 97333, (541) 257,2612

B. Soil Biological Testing: As indicated in "Methods" of this specification.

C. Compost Testing Frequency: One (1) test per each 500 gallons of compost tea utilized.

PK-ESCR 951.2.6. COORDINATION, SEQUENCING AND SCHEDULING.

A. General: Coordinate the collection of soil samples well in advance of compost tea production and applications so as to be able to make applications in accordance with the require seasons.

B. Estimated Soil Biological and Compost Tea Testing Durations: The following soil testing durations are provided as a guide for the contractor to be able to bid the project based on a realistic schedule. Actual testing durations may vary depending upon the contractors' ability to send materials to their approved testing lab, the testing labs' ability to complete multiple testing protocols simultaneously, the testing lab's ability to manage high seasonal demands for soil testing, and the ability of the contractor to deliver test reports as required.

1. Biological testing of soils and compost teas is estimated to take 10-14 business days.

PK-ESCR 951.3. METHODS

A. Prior to application of compost tea, take soil samples in a manner directed by the testing lab from representative lawn, planting bed and tree pit areas for biological analysis.

1. Sample Lawn Areas at six (6) tests per ten (10) acres where compost tea will be applied.
2. Sample planting beds at six (6) tests per ten (10) acres where compost tea will be applied.
3. Sample six (6) planting pits where compost tea will be applied.

B. Produce a compost tea in accordance with the recommendations of the biological testing laboratory based on soil biological testing.

C. Make four (4) separate applications of compost tea by spray methods to lawn areas, planting beds and planting pits a minimum rate of 25 gallons of compost tea concentrate per acre of surface area 0.57 gallons per 1,000 square feet. Compost tea may be diluted with water in a 4:1 ratio of four (4) parts water to one (1) part compost tea concentrate to facilitate application.

1. Springtime Applications: Apply compost tea over planting beds, tree pits and lawn areas two (2) times no closer than three weeks between applications between May 1 and June 30
2. Fall Applications: Apply compost tea over lawn areas, planting beds, and pits two (2) times no closer than three weeks between applications between September 1 and October 31.

D. Lawn Areas: Apply Compost Tea by spraying on the surface of lawn areas. Spray applications shall make use of low-ground pressure tractor equipment equipped with boom sprayers. After compost tea application, immediately water the compost tea into the lawn using the automatic irrigation system.

E. Planting Beds and Pits: Apply compost by ground injection method at a spacing of twenty four (24) inches on center at a depth of six (6) to eight (8) inches.

PK-ESCR 951.3. MEASUREMENT

A. The quantity of COMPOST TEA to be paid for shall be paid by acre sprayed on lawn area, planting bed, or plant pit surfaces in accordance with the plans and specifications, to the satisfaction of the Engineer. The Compost Tea shall be measured as delivered in bulk containers at point of delivery and as documented by delivery tickets.

PK-ESCR 951.4. PRICES TO COVER

A. The contact prices per acre

Item No. PK-ESCR 951 A COMPOST TEA – LAWN AREA

covers the cost of all labor, materials, equipment, insurance, testing and incidentals required furnish and make multiple spray applications of COMPOST TEA at lawn areas to the satisfaction of the Engineer. Payment for each of the four applications shall be made at a rate of 25% of the total unit price per acre.

B. The contact prices per acre

Item No. PK-ESCR 951 B COMPOST TEA – PLANTING BED AND PIT AREAS

covers the cost of all labor, materials, equipment, insurance, testing and incidentals required furnish and make ground injection applications of COMPOST TEA at planting beds and plant pits to the satisfaction of the Engineer. Payment for each of the four applications shall be made at a rate of 25% of the total unit price per acre.

Payment will be made under:

Item No.	Item	Pay Unit
PK-ESCR 951 A	**COMPOST TEA – LAWN AREAS**	**Acre**
PK-ESCR 951 B	**COMPOST TEA – PLANTING BED AND PIT AREA**	**Acre**

END OF SECTION

SECTION PK-ESCR 965 – REMOVE, SALVAGE, PROTECT AND REINSTALL – COMPOST CENTER

PK-ESCR 965.1. INTENT

This section describes work related to the removal, salvage, storage and relocation of items currently located in the Compost Facility in accordance with the plans, specifications and directions of the Engineer.

PK-ESCR 965.2. DESCRIPTION

A. Prior to removals by the contractor, the contractor must provide the compost facility operator the opportunity to remove additional items not listed below for salvage. The contractor must salvage and deliver items listed below at the direction of NYC DDC/NYC Parks to a location within the 5 boroughs of New York City at no additional cost to the city - destination location to be provided by NYC DDC and NYC Parks. Items not indicated for salvage below or salvaged by the compost facility operator must be legally disposed of offsite as part of this work. The contractor must remove and salvage (including packing and delivery) the following items:

B. Work in this section is related to the removal, salvage, storage and relocation of items currently located in Compost Facility . Included are:

1. large metal shipping containers
2. Bulk compost piles - see notes on quantity and pile sizes
3. Metal compost sifter equipment on wheels (1 piece - approx. 8' l x 5' w x 6' h)
4. All cut stone pavers and concrete pavers
5. Raised wood framed planter boxes (approx. 4 wood planters on legs (approx. dimensions 4' l x 3' w x 3' h)
6. Metal framed tent structures - 2 tents (approx. 20' l x 15' w 12' h)
7. Cut stone pavers and concrete pavers to be salvaged must be neatly packed and palletized by the contractor prior to delivery to the designated location.
8. Metal compost sifters and raised wood planters must be packaged for delivery to prevent damage.
9. Metal tent structures must be disassembled, neatly packed with all parts and fasteners, and reassembled by the contractor at the destination location.
10. Shipping containers must be delivered to the destination site and placed and oriented by the contractor as directed by the engineer.
11. Salvaged compost must be delivered to the destination site and placed in rows of equivalent height, width, and length by the contractor as they were found at the project site, or as directed by the engineer.

C. Documentation of existing conditions of artifact or items.

1. Contractor shall prepare a written document (Site Items Relocation Report) describing in detail methods for dismantling, lifting, moving, and protecting all elements
2. The compost yard is an active facility and the survey does not accurately represent all elements or materials that may require disposal at the time of construction.

3. Compost piles may change in shape and size as compost is created and removed from the site during regular facility operations. Lengths vary. The plans show approximate pile locations as existing on site on 11/14/2019.
4. Plastic compost containers, rocks, stone, and concrete blocks, tires, and other materials may be found on site. All such items not designated for salvage by the owner or contractor must be legally disposed of off-site as part of this work.

D. Protect, dismantle, and number Items.

1. Remove lawn next to items with hand tools within drip line of trees. Use care to not damage surface roots.
2. Do not operate vehicles within drip line of existing trees. Do not store materials within protected tree areas.
3. The individual elements of each items are to be numbered. Contractor shall provide reproducible record drawings of each items documenting location of numbered elements.
4. Following dismantling and numbering, Contractor shall provide protective covering for all items. Protective covering shall remain in place during transportation, storage and through return of items to the site.

E. Transport and storage of items to storage facility.

1. Contractor shall transport all protected items to approved facility by Engineer. Prior to moving the items, the Contractor shall inspect the facility with the Engineer to ensure that Items are placed to the Owner's satisfaction.

F. Transport of Items from storage facility to site.

1. Prior to Substantial Completion, the Contractor shall transport all protected Items from their place of storage to specified locations as directed by the engineer. , New York. Prior to transport, Contractor shall provide a schedule of delivery dates for approval by Engineer.

PK-ESCR 965.3. MATERIALS

A. PROTECTIVE COVERINGS

1. The contractor is responsible for designing, customizing, and constructing protective coverings for each numbered element of a item. Materials may include, but are not limited to wooden crates and padded or insulated materials. Types of materials used shall not have any adverse impact on item materials (e.g., moisture damage).

PK-ESCR 965.3.1. REFERENCES

A. For granite, comply with recommendations of the National Building Granite Quarries Association Inc. (NBGQA).
B. For unit masonry, comply with standards established by the American Society of Testing and Materials (ASTM).
C. For bronze work, comply with standards established by the American National Standards Institute (ANSI).

PK-ESCR 965.3.2. SUBMITTALS

A. Schedule of work: For the record, submit proposed schedule for on-site work and for transport of Items to off-site facility. Prior to return of Items to the site, provide schedule of delivery dates to Owner' Representative for approval.

B. ITEM Relocation Report: Contractor shall prepare a written document describing, in detail, methods for dismantling, lifting, moving, and protecting all elements of each item. No work described in this report shall commence until this document has been reviewed and approved by the Engineer.

C. Record drawings: Prepare record drawing(s) which document numbered elements comprising each item. The purpose of these drawings is to enable reconstruction of Items under a separate contract. Drawings(s) shall list and quantify all means and methods of construction observed at time of dismantling including but not limited to all means of connection (joints, dowels, etc.) and type and color of grout, sealant and other materials associated with Items construction. Record drawings shall also indicate remaining existing features related to individual Items (such as unit pavers, masonry units, benches, and flagpoles), their dimensional relationships to each other and to existing grades.

PK-ESCR 965.3.3. QUALITY CONTROL

A. Contractor qualifications: Contractor shall present evidence ofprior experience in the installation and removal of Items and/or large scale works of art or artifacts. Contractor is required to have relevant experience in stone masonry work and/or item conservation. Contractor shall provide a list of similar projects and references. Contractor's qualifications will be subject to review by the Engineer.

PK-ESCR 965.3.4. DELIVERY, STORAGE, AND HANDLING

A. Items shall be delivered in undamaged condition.

B. Store and handle Items to prevent deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, or other causes. Engineer shall approve the use of any type of cleaner prior to use.

PK-ESCR 965.3.5. WARRANTY

A. Contractor is fully responsible for condition of, and protection of Items throughout project including, but not limited to, damage, vandalism and theft.

PK-ESCR 965.4. METHODS

A. SITE CONDITIONS

1. Contractor shall protect all site elements to remain as indicated on the drawings including, but not limited to, trees and soil areas.

2. Contractor is not required to protect foundations of Items, unless such elements are indicated to remain as part of the item on the drawings.

B. EXAMINATION

1. Contractor shall examine site conditions with Engineer present. For the record, provide photographic documentation and written description of any and all deficiencies or damage which may exist at Items prior to start of work.

2. It shall be the Contractor's responsibility to document any condition which may affect the ability to reinstall Items in their condition as documented at the start of work.

C. DISMANTLING AND REMOVAL OF ITEMS

1. Contractor shall dismantle Items in accordance with highest industry standards. No element of the ITEM may be cut or reduced in size. Separation of item from foundation shall be accomplished with great care and consideration of material(s). Saw cutting of foundations is permissible. Procedures for numbering dismantled units and lifting shall be as stated in the approved ITEM Relocation Report.
2. Each element of the ITEM shall be numbered with non-permanent markings according to the approved procedures.

D. PROTECTION OF ITEMS

1. Contractor shall construct protective covering for each element of an ITEM. Numbering system shall be shown on the outside of protective coverings as well as on individual pieces. Covering shall ensure that no damage occurs during transport, handling, storage and return transport to site.

E. TRANSPORT AND DELIVERY OF ITEMS

1. Contractor shall transport Items by means required to ensure safety of ITEM giving consideration to weight, height, freeze-thaw resistance of materials, and temperature. Items shall be placed on elevated wood pallets in storage facility as directed by Engineer.

F. DELIVERY TRANSPORT OF ITEMS

1. Upon written approval of transport schedule, Contractor shall deliver Items to site as directed by the Engineer.

PK-ESCR 965.5. MEASUREMENT

Payment for Remove, Salvage, Protect and Deliver – Compost Facility Artifacts will be made on a Lump Sum basis for work satisfactorily completed. Monthly payments will be made in proportion to the amount of work done as determined by the Engineer.

PK-ESCR 965.6. PRICES TO COVER

All work to remove, salvage, store, and reinstall at the compost facility to be paid for as lump sum. All demolition and removal work to be paid for under Item No. ESCR 6.01 AB, Clearing and Grubbing.

Payment will be made under:

Item No.	Item	Pay Unit
PK-ESCR 965	**Remove, Salvage, Protect and Deliver – Compost Facility Artifacts**	**L.S.**

END OF SECTION

S - PAGES

SPECIAL PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL SPECIAL PROVISIONS AND PROJECT SPECIFIC PROVISIONS THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(A) GENERAL SPECIAL PROVISIONS

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(A) GENERAL SPECIAL PROVISIONS

A1. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT 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.

A2. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

A3. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be
filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During
"Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include 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.

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

*** 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
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.

A4. 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.

A5. 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 "CRITICAL PATH METHOD (CPM) SCHEDULE" Article and shall be submitted for approval of the Engineer.

A6. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

A7. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

A8. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

A9. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

A10. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

A11. USE OF CITY WATER. The Contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

A12. ITEM NO. "6.52 FED". The contractor is notified that wherever the Item No. "6.52 CG" and words "Crossing Guard" are used in the Contract Documents and Drawings it shall mean the Item No. "6.52 FED" and the words "Uniformed Flagperson", respectively.

A13. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at http://www.eia.gov/petroleum/gasdiesel/. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City. Fuel reimbursed under the method described in this article is not eligible for the Fuel Price Adjustment payment under Item 698.05.

A14. DPR CONSTRUCTION PERMITS. DPR Construction Permits are required for all work on parkland or on sidewalks adjacent to parks or other areas maintained by DPR.

A15. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

A16. TREE BARRIERS. 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.

Price of the tree barriers must be deemed included in the in the unit prices bid for all scheduled items.

A17. UTILITIES. 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.

A18. HOUSE CONNECTIONS. 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.

A19. VICTAULIC STYLE 77 COUPLING. The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.

A20. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting 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 and City of New York DOT System Engineering Specifications (dated November 2013) 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 (212) 839-3799.

A21. SAW CUT. The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

A22. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

A23. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exists sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor shall exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor maybe restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor shall make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair shall be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deem included in all bid items for work.

A24. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes shall be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer shall be deemed included in the prices bid for all items of work. No additional payment shall be made.

A25. THE CONTRACTOR IS ADVISED that during pre-construction stage from the Notice To Proceed date; the contractor is required to submit the necessary shop drawings, obtain permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

A26. THE CONTRACTOR IS ADVISED that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.

A27. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction shall be replaced in kind to the satisfaction of the Engineer. The cost of such work shall be deemed included in the prices bid for all contract items of work and no additional or separate payment shall be made.

A28. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that the Resident Engineer will retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist shall be notified in advance and shall be present on site during sub-surface excavations as he deems necessary. The City's Archaeologist shall be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered. For the purpose of evaluating and recording archaeological resources, the City's Archaeologist shall be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) shall be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

- At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.

- Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

- The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bioarchaeologist will confirm the identification as human.

- If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

- If human remains are determined to be Euro-American, African-American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it shall be paid for as extra work in accordance with the requirements of Article 26 in the Standard Construction Contract dated December 2013.

A29. 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.

(B) HIGHWAY SPECIAL PROVISIONS (JOB SPECIFIC)

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B1. CRITICAL PATH METHOD (CPM) SCHEDULE

The requirements of this article supersede the requirements of NYCDOT Standard Highway Specifications **Section 1.06.25**.

1.0 DESCRIPTION

The Contractor must submit a Progress Schedule in compliance with Article 9 of the Standard Construction Contract. The Contractor's Progress schedule must be a Critical Path Method Progress Schedule prepared using Primavera P6 software, which demonstrates complete fulfillment of all work shown in the contract documents. The Contractor shall, on at least a monthly basis, revise and update the Progress Schedule, and use it in planning, coordinating, and performing all work. Schedule activities shall accurately depict the entire scope of work to be performed to complete the project including, but not limited to, all work to be performed by the Contractor, subcontractors, fabricators, suppliers, consultants, the Department, and others, contributing to the project.

2.0 DEFINITIONS

- Activity - A discrete, identifiable task or event that usually has an expected duration, has a definable Start Date and/or Finish Date, and can be used to plan, schedule, and monitor a project.
- Activity, Controlling - The first incomplete activity on the critical path.
- Activity, Critical - An activity on the critical path.
- Activity Man-hours: Man-hour estimates that are required to complete the activity shall be identified. The Department's engineering personnel and/or Supervising Consultant (herein after called "the Engineer") reserves the right to accept or reject any value and allocation of man-hours. The man-hours should be shown as a resource.
- Actual Start date- At the activity level, the Actual Start date represents the point in time that meaningful work actually started on an activity.
- Actual Finish date - At the activity level, the Actual Finish date represents the point in time that work actually ended on an activity (Note: in some applications areas, the activity is considered "finished" when work is "substantially complete."); at the project level, the Actual Finish date represents the point in time that the Contractor completes all work on the project and it is accepted by the Engineer.
- Backward Pass – Calculation of the late start and late finish dates for each activity, based on the start or finish dates of successor activities as well as the duration of the activity itself. Also known as the second pass.
- Baseline Progress Schedule at Award- The Progress Schedule submitted by the Contractor and accepted by the Department that shows the plan to complete the construction contract work. The Baseline Progress Schedule at Award represents the Contractor's plan at the time of contract Award for completing the Project.
- Completion Date, Contract - The date specified in the Contract for completion of the project or a revised date resulting from properly executed time extensions.
- Completion Date, Scheduled - The date forecasted by the Progress Schedule for the completion of the Project.
- Constraint - A schedule restriction imposed on the Start or Finish date(s) of an activity that modifies or overrides an activity's relationships.

- Contemporaneous Period Analysis Method – A technique for evaluating schedule delays or time savings. The analysis period for the purpose of these provisions shall be the period covered in each regular progress update to the schedule, as they coincide with contract payments to the Contractor.
- Contractor Owned Float Activity – The activity that documents time saved on the critical path by actions of the Contractor. It is the last activity prior to the contract Completion Date milestone activity.
- Contractor Start Work date – The actual date the Contractor starts field work of a contract pay item or activity, which is entered as a Start milestone activity in the schedule. Contractually no work may start until after the contract is awarded by the Office of State Comptroller, and the Contractor has received a Notice to Proceed from the Contract Management Bureau. Should the Contractor choose to show activities in the schedule that reflects their plan of work prior to the contract award, the Department does not incur any liability and such work being performed between the bid date and the contract award date shall be considered at risk work.
- Critical Path – In the Progress Schedule the critical activities shall be those activities being on the longest path. In a project network diagram, the series of activities which determines the earliest completion of the project. The critical path will generally change from time to time as activities are completed ahead of or behind schedule.
- Critical Path Method (CPM) – A network analysis technique used to predict project duration by analyzing which sequence of activities (which path) has the least amount of scheduling flexibility (the least amount of float). A scheduling technique utilizing activities, durations, and interrelationships/dependencies (logic), such that all activities are interrelated with logic ties from the beginning of the project to the completion of the project. Early dates are calculated by means of a forward pass using a specified start date. Late dates are calculated by means of a backward pass starting from a specified completion date (usually the forward pass's calculated project early finish date).
- Data Date – The date entered in the Project Details, in the Dates tab, which is used as the starting point to calculate the schedule. For the Baseline Progress Schedule at Award submission the Data Date shall be the contract Award Date; for Monthly Progress Schedule submissions, the Data Date shall be the date up to which the Contractor is reporting progress (generally the last working day for the corresponding contract payment period, and for Weekly Status Reports the Data Date shall be the Saturday of that week). If the Contractor submits a Baseline Progress Schedule at Bid submission, the Data date shall be the date of the schedule submission to the Engineer and not prior to the bid date. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."
- Deliverable – Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project. Often used more narrowly in reference to an external deliverable, which is a deliverable that is subject to approval by the Department.
- Duration, Original - The original estimated number of working days (not including holidays or other non- working periods) in which the work task associated with the activity is expected to be performed. (The number of calendar days may be different based on the calendar assigned to the activity.) For certain activities such as concrete curing, or others approved by the Engineer, the calendar shall reflect no non-working days.
- Duration, Remaining - The estimated time, expressed in working days (not including holidays or other non- working periods), needed to complete an activity that has started but has not finished.

- Early Dates – The earliest date an activity can start or finish based upon logic and durations. Calculated by the software application when scheduling the project.
- Early Completion Date(s) - A progress schedule shall be considered to have an early completion date when the schedule submitted by the Contractor indicates an anticipated completion date(s) that is/are earlier than the specified contract milestone date(s), which includes:
    1. the Scheduled Completion Date appearing as the "Finish" date in the Project Details, in the Dates tab, is earlier than the current contract Completion Date as of the Data Date of the progress Schedule.
    2. the Finish Date of any interim Milestone activity, that describes an item of work in the contract with a required completion date, is earlier than the date specified in the contract as of the Data Date of the progress Schedule. This includes, but is not limited to, B-Clock activities, activities subject to Incentive/Disincentive provisions, activities subject to specific Liquidated Damages provisions, and Lane Rental activities.
- Final Baseline Progress Schedule at Award - The original plan against which the Contractor's progress is measured. The Final Baseline Progress Schedule at Award represents the original plan at the award of the contract, of what is expected to happen. Once the Final Baseline Progress Schedule at Award is accepted by the Engineer it is saved and used as a basis to compare against Progress Schedules Updates.
- Float Suppression - Utilization of zero free float constraints which allows an activity to start as late as possible by using all it's available free float. This technique allows activities to appear more critical than if the activity's total float was based on early dates. Assigning zero free float prevents true sharing of total float between Department and the Contractor. Examples of float suppression techniques include preferential sequencing (arranging the critical path through activities more susceptible to State caused delay), extending activities durations, incorporating several activities that actually require a half day or less of effort with Finish to Start relationships but showing each as full day durations where one activity would be appropriate, manipulating calendars, or any other such methodology.
- Float, Free - The amount an activity can slip without delaying the immediate successor activities. Free Float is the property of an activity and not the network path.
- Float, Total - The amount of time an activity (or chain of activities) can be delayed from its early start without delaying the contract completion date. Float is a mathematical calculation and can change as the project progresses and changes are made to the project plan. Total Float is calculated and reported for each activity in a network, however, Total Float is an attribute of a network path and not associated with any one specific activity along that path.
- Fragnet – A subdivision of a project network diagram usually representing some portion of the project.
- Global data – Data classified by Primavera software as Global, including Project Codes, Global Activity Codes, Global Calendars, Resource Calendars, Global Filters, Resources, Global Reports, User Defined Fields and Unit of Measure. Global Activity Codes are used to organize project activities across the enterprise project structure according to specific categories, such as the Code Value STG1 for Stage 1 under the Global Activity Code STAGE. Whereas Project Activity Codes are used to organize project activities for a specific project only.
- Initial Baseline Progress Schedule – The Contractor's schedule prior to submittal to the Engineer of the Baseline Progress Schedule at Award, that reflects the Contractor's plan to perform work

during the time period while the full Baseline Progress Schedule is being developed, reviewed and accepted.

- Key Plans - Key Plans are graphic representations made by the Contractor's project Scheduler on paper copies of the appropriate contract plan sheets that reflect the Contractor's planned breakdown of the project for scheduling purposes to efficiently communicate the Contractor's activity coding scheme to State scheduling staff. The key plans prepared by the Contractor shall clearly define the boundaries of the work for each designated Area and the operations contained in various Stages of work.
- Late Dates – "Drop dead dates". The latest an activity can start or finish without delaying the day of completion. Calculated by the computer during the backward pass.
- Longest Path - The sequence of activities through the Progress Schedule network that establishes the Scheduled Completion Date
- Look-Ahead Schedule – Commonly a one- or two-week time segment generated from the accepted Progress Schedule that forecasts the work planned for the one- or two-week period following the Data Date, and includes any major materials to be delivered.
- Milestone – An activity with zero duration that typically represents a significant event, usually the beginning and end of the project, milestones set forth in the contract proposal, construction stages, a major work package, or the contract interim time-related clauses.
- Narrative Report - A descriptive report submitted with each Progress Schedule. The required contents of this report are set forth in this specification.
- Open End - The condition that exists when an activity has either no predecessor or no successor, or when an activity's only predecessor relationship is a finish-to-finish relationship or only successor relationship is a start-to-start relationship.
- Predecessor - An activity that is defined by Schedule logic to precede another activity. A predecessor may control the Start Date or Finish Date of its successor.
- Progress Schedule – A general Primavera P6 Schedule as defined by this Specification.
- Progress Schedule Delay - An event, action, or other factor that delays the critical path of the Progress Schedule and extends the time needed for completion of the construction project.
- Progress Schedule Update – Changes to the Progress Schedule that reflect the status of activities that have commenced or have been completed, including the following items: (a) Actual Start date and or Actual Finish date as appropriate; (b) Remaining Duration for activities commenced and not complete; and (c) Suspend or Resume dates for activities commenced and not complete.
- Progress Schedule Revision – Revisions to the Progress Schedule ensure it accurately reflects the current means and methods of how the project is anticipated to progress, including modifications made to any of the following items: (a) changes in logic connections between activities; (b) changes in constraints; (c) changes to activity descriptions; (d) activity additions or deletions; (e) changes in activity code assignments; (f) changes in activity resource assignments; and (g) changes in calendar assignments.
- Project Scheduler – The person that is responsible for developing and maintaining the Progress Schedule.
- Projects Planned Start Date – The date entered in the Project Details, in the Dates tab, that reflects the Contractor's planned start of work (based on contract requirements, and reasonable expectation for a Notice to Proceed) at the time the bid was submitted to the Department.

- Projects Must Finish By Date – A date constraint entered in the Project Details, in the Dates tab, that reflects the Contract Completion Date set in the Contract Documents or through a formal contract extension of time.
- Recovery Schedule – A schedule depicting the plan for recovery of significant time lost on the project. This separate CPM schedule submission shall provide the resolution and include appropriate changes in network logic, calendar adjustments, or resource assignments.
- Relationships - The interdependence among activities. Relationships link an activity to its predecessors and successors. Relationships are defined as:
  - Finish to Start - The successor activity can start only when the current activity finishes.
  - Finish to Finish – The finish of the successor activity depends on the finish of the current activity.
  - Start to Start – The start of the successor activity depends on the start of the current activity.
  - Start to Finish – The successor activity cannot finish until the current activity starts.
- Resources, Contract Pay Item – Contract Pay Item resources shall be identified as a Material resource type. When required, Contract Pay Item resources are developed for each Pay Item in the contract, with the Resource ID matching the contract Pay Item and the Resource Name matching the description of the contract Pay Item.
- Resources, Equipment – Equipment resources shall be identified as a Nonlabor resource type. A unique identifier shall be used in the Resource Name or Resource Notes to distinguish this piece of equipment from a similar make and model of equipment used on the project.
- Resources, Labor – Labor resources shall be identified as a Labor resource type. Labor Resources shall identify resources that encompass direct labor at the Crew level.
- Scheduling/Leveling Report – The report generated by the software application when a user "Schedules" the project. It documents the settings used when scheduling the project, along with project statistics, errors/warnings, scheduling/leveling results, exceptions, etc.
- Engineer Owned Float Activity – The activity that documents time saved on the critical path by actions of the Engineer. It is the last activity prior to the Completion Date activity and any Contractor Owned Float activity.
- Substantial Completion - As defined by Article 1.1.34 of the Standard Construction Contract.
- Successor - An activity that is defined by Schedule logic to succeed another activity. The Start Date or Finish Date of a successor may be controlled by its predecessor.
- Time Impact Analysis - A technique to demonstrate the comparison of a time impact of a Progress Schedule revision prior to a change in the Contract work, against the current accepted Progress Schedule. Also known as a "What-If" analysis.
- Weekly Status Report – The report generated weekly from the updated Progress Schedule in an electronic Adobe Acrobat PDF format that reflects a Data Date for that Progress Schedule Update period. The report shall list all work activities from the data date to contract completion, sorted by Early Start Date, Total Float in increasing order, showing the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start date, Early Finish date, Start date, Finish date and Calendar ID.

- Work Breakdown Structure (WBS) - A deliverable-oriented grouping of project elements, which organizes and defines the total scope of the project. Each descending level represents an increasingly detailed definition of project components or work packages.
- Work Package - A deliverable at the lowest level of the work breakdown structure. A work package contains activities.
- Working Day - A Working Day is a calendar day scheduled for active prosecution of the work.

3.0 PROJECT SCHEDULER

The Project Scheduler shall possess at least three years of relevant construction scheduling experience in planning, scheduling, expediting, and maintaining the progress of the work for projects of a similar nature, size, and complexity. The name, resume and work experience of the Contractor's Project Scheduler shall be submitted to the Engineer for approval before work on the Schedule Document begins. The resume of the proposed Project Scheduler shall include the years of experience, duties, responsibilities, and accomplishments which establish the candidate's scheduling and construction experience. Should the Contractor utilize a Scheduling Consultant, the Consultant's name and work experience shall be submitted to the Engineer and approved before the Consultant begins work on the Schedule Document. If either the proposed Consultant or the Contractor's Project Scheduler is not approved, the Contractor shall propose an alternate Consultant or another Project Scheduler that meets the experience requirements within five (5) working days. The Engineer has the right to reject the Project Scheduler and/or the Consultant. Rejection by the Engineer of the proposed Project Scheduler and/or the Consultant will not be allowed as a basis for an extension of time to submit any of the required Schedule Document(s).

The Project Scheduler shall be present at all schedule-related meetings, prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule. The Project Scheduler shall attend all project meetings or receive meeting minutes that outline schedule related issues of those meetings, which may affect the CPM schedule, including but not limited to those between the Contractor and their Subcontractors and between the Contractor and the Department. The Project Scheduler shall be knowledgeable of the status of all aspects of the work throughout the length of the contract, including but not limited to: original contract work, additional work, new work, and changed conditions of work.

4.0 PROGRESS SCHEDULES

The CPM Schedules shall be prepared using Primavera Project Management Software P6 Version 7 or newer. The CPM Schedules shall accurately document progress as of the data date and represent the Contractor's plan for the timely completion of the entirety of project work.

Submittal of all CPM Schedules, in detail and in summary format, shall include three (3) collated copies on 11 x 17 inch paper and shall also be submitted in Adobe Acrobat PDF and in Primavera Project Management P6 software (Version 7.0 or newer).

4.0.1 Preliminary CPM Schedule

No later than 15 calendar days after receipt of award, the Contractor shall make a presentation to the Engineer concurrently with the submittal for acceptance of the Preliminary CPM Schedule defining the Contractor's planned activities during the first 90 calendar days. The Preliminary CPM Schedule shall

contain in detail the Contractor's proposed schedule of work to be commenced within the first 90 calendar days after the Notice to Proceed. This Preliminary CPM Schedule shall include, in a summary format, the balance of work leading to the Project's Substantial Completion. The Preliminary CPM Schedule package may be conditionally accepted by the Engineer pending acceptance of the Baseline Contract CPM Schedule. The conditionally accepted Preliminary CPM Schedule shall be updated monthly until the Baseline Contract CPM Schedule is accepted. The Contractor may make no changes to the conditionally accepted Preliminary CPM Schedule without the approval of the Engineer.

4.0.2 Baseline CPM Schedule

No later than 45 calendar days after receipt of award, the Contractor shall make a presentation to the Engineer concurrently with the submittal for acceptance of the complete CPM Schedule Documents. The Baseline CPM Schedule submittal shall incorporate the entire scope of the work. Upon review and acceptance by the Engineer, the Baseline CPM Schedule shall be the Schedule of Record unless a Baseline CPM Schedule Revision is accepted by the Engineer. The most up to date Baseline CPM Schedule or Baseline CPM Schedule Revision accepted by the Engineer shall be considered the Current Baseline Schedule or the Schedule of Record. No changes are permitted to the Baseline CPM Schedule including but not limited to Activity ID, logic, durations, budgeted quantities of both materials and man-hours unless submitted, reviewed and accepted by the Engineer prior to their insertion into the CPM Schedule.

4.0.2.1 Baseline CPM Schedule Narrative

As a component of the Baseline CPM Schedule, the Contractor shall submit a narrative to describe the procedures, general approach and the means and methods it will use to complete the work under the conditions described and in accordance with the Contract documents.

The narrative report described herein and signed by the Contractor's Project Manager shall describe and demonstrate that the Contractor's proposed means and methods meet the specified Contract requirements. The report shall be submitted by the Contractor along with the Baseline CPM Schedule.

The narrative shall include but not limited to:

1. Description of the Scope of work and goals.
2. A discussion of the CPM Schedule development.
3. A listing of all intermediate contractual milestones with their respective float and schedule analysis.
4. Identify the Critical Path(s).
5. Identify the long lead items and their impact on the Critical Path(s).
6. Identify and describe the Calendar(s) used in developing the Baseline CPM Schedule.
7. Identify planned manpower and provide projections of Contractor's own workforce and subcontractor(s); the manpower projections shall also be submitted in a histogram and cumulative graph format.
8. Identify planned equipment requirements.
9. The Cash Flow chart.
10. Description of planned mobilization, including provisions for the Engineer's office and facilities.

Any review, acceptance or approval of a Baseline narrative or Schedule submission cannot revise or amend any Contract provision and does not represent the Department agreement to any conclusion, interpretation, indication, method or description contained therein.

4.03 Monthly CPM Schedule Update

No fewer than three (3) work days prior to the start of a month, the Contractor shall schedule the Monthly Schedule Review/Update meeting with the Department' s Consultant PM-CM to review the current month's actual and projected progress to establishing mutual agreement of the progress. The

Consultant's Project Scheduler shall provide copies of the draft Monthly CPM Schedule Update for the upcoming month to all attendees for discussion purposes and to establish an agreement of the upcoming Monthly CPM Schedule Update content. No later than the third (3rd) working day of the month following the report period, the Contractor shall submit an update of the CPM Schedule. This Schedule update shall be derived from the Baseline CPM Schedule and includes progress of the work as agreed to each month in the Monthly Schedule Review/Update meeting. Except for recording the work progress, no changes are permitted to the updated CPM Schedule including but not limited to activity duration, logic, activity man-hours, quantities, activity identification, and historical data from prior update. The Contractor agrees that this Schedule update accurately represents the progress of the work to date and balance of the work to be completed.

Any update that does not comply with these requirements will be rejected by the Engineer; and payment will not be processed until an update consistent with these requirements is received. The Contractor shall not delay submission of an update pending authorization of review.

4.04 CPM Look Ahead Schedule

As part of the bi-weekly Job Progress Meeting to be held on a day mutually agreed to by the Engineer and the Contractor, the Contractor shall provide a list of activities scheduled for the succeeding six weeks. The Six Week Look Ahead Schedule shall be provided from the Current Contract Schedule via the previously referenced submittal requirements (i.e., copies on 11 x 17 inch paper, in Adobe Acrobat PDF, and in Primavera Project Management P6 software [Version 7.0 or newer]), and shall include all activities scheduled including: activity ID, description, early start and early finish, total float, original duration, remaining duration, percent complete, performance of the activity, and pertinent remarks as to activity status.

4.05 CPM Schedule Revision

If the Contractor intends to propose revisions to the CPM Schedule, the Contractor shall submit, separate from any monthly update, a list of the proposed revisions, a fragnet showing the proposed revisions in a form which clearly identifies where the fragnet is to be inserted in the schedule, and a narrative explaining the reason for these revisions. No revision to the CPM Schedule Documents, including any update, shall be made until the proposed revision is reviewed by the Department and written authorization from the Engineer is provided for that revision. The authorization of any revision to a previously accepted schedule is within the sole discretion of the Department.

The authorized revision shall not be incorporated into the CPM Schedule Document until the CPM Schedule Update following the date of authorization of that revision. Once incorporated, that revision shall become part of the accepted schedule.

In the event that the Engineer determines that there will be or has been a delay which might affect the critical paths, the Engineer will instruct the Contractor to analyze the circumstances as to whether the critical paths is or will be affected thereby and submit a proposed recovery plan.

In the event that it is necessary to revise the CPM Schedule and/or phasing plan, a revised CPM Schedule and/or phasing plan shall be submitted for acceptance at no additional cost to the Department. Reasons for revision may include, but are not limited to, incorporation of an approved Change Order, modification of activity man-hours, if the Engineer determines that work is not progressing to meet the accepted CPM Schedule, when a delay is affecting the critical path(s), if the phasing plan has been changed, or if the work is not performed as shown in the accepted CPM Schedule.

In all situations in which the CPM Schedule is revised, the Contractor shall submit a narrative explaining the reasons for the changes. In addition, the Contractor shall submit a listing of all proposed changes in network logic including, but not limited to changes in activity duration and logic, changes in

activity man-hours and quantities, changes in activity sequence and any changes in completion dates. Revisions to the Schedule Document shall only be made after authorization by the Engineer.

Upon the Engineer's direction, the proposed resource and/or schedule changes are to be added into the CPM Schedule and shall be submitted to the Engineer for review and acceptance within five (5) working days.

After a Change Order has been approved (Notice to Proceed was issued), the approved activities, durations, and logic and its associated information such as activity man-hours, quantities, etc., shall be incorporated into the Project Schedule. The sum of the cost and quantity of all the individual activities contained in the Change Order shall be equal to the total cost and quantity of the approved Change Order. All activities associated with a Change Order shall be coded with their specific Change Order Number.

4.0.6 Early Completion CPM Schedule

If the Contractor elects to propose an Early Completion Schedule, such Schedule shall be subject to the acceptance of the Engineer and in compliance with any interim Milestones specified in the Contract Documents.

4.0.7 CPM Schedule Delay Claim

In instances where the Contractor is submitting a schedule delay claim, the claim request shall include a schedule fragnet, tabular reports and an explanation that clearly demonstrates the impact of the claim on the project's schedule. The schedule to be utilized as the basis for the claim shall be the current CPM Schedule which reflects the present status of the Project. The Contractor shall provide to the Engineer, as a minimum, the following information:

1. Schedule fragnets (logic diagrams) and tabular reports (prior to and after the Change Order insertion) that clearly demonstrate the schedule impact on the entire Current Updated Schedule.
2. Schedule impact on Engineering/Design related activities.
3. Impact on the activity's man-hours and quantities
4. Schedule impact on material and/or equipment procurement, fabrication and delivery schedules.
5. Schedule impact on Material Storage, Temporary Services (water, air, power, etc.), Supervision, Construction Equipment, Productivity, and Manpower.
6. Narrative that clearly identifies, describes, and substantiates the schedule impact on both the affected and subsequent (unchanged work) activities.
7. Corrective action that can be taken in order to avoid/minimize the schedule impact.
8. Computerized storage media containing all required schedules, cost, resource, and narrative information.
9. Any other tabular/graphical reports required by the Engineer.

4.0.8 CPM Recovery Schedule

If the latest completion time for any work on the current CPM Schedule results in an activity being delayed ten percent or more of the time beyond the required Contract duration or any specified Milestone duration, as adjusted if appropriate, the Engineer may require the Contractor to submit a Recovery Schedule and written description of the plan to recover all lost time and maintain the required Completion Date or specified Interim Milestone Date(s).

With the Recovery Schedule the Contractor shall submit a narrative that identifies where additional labor and/or equipment resources will be allocated. Alternately, the Contractor may elect to provide the makeup of their crew resources in the narrative and assign those crew resources to the appropriate activities in the CPM Schedule. The makeup of the Crew shall include the various labor classes and equipment that comprise the crew along with the quantity of each labor class and type of equipment. Equipment resources shall be shown for major or specialty equipment such as tower cranes, piledrivers,

barges, asphalt pavers, concrete pavers, dozers, front end loaders, backhoes, rollers, excavators, graders, long line striping truck or other equipment that cannot be rented easily.

The Contractor shall provide a reasonable plan for accomplishing the work of the contract within the current completion date, or to the requested contract extension date. The Engineer will use the Recovery Schedule to evaluate time extensions, with or without charges.

5.0 SCHEDULE REVIEW

Reviews of Contractor's Schedule submissions will be in accordance with this Section, unless noted otherwise herein.

5.0.1 Preliminary CPM Schedule Review

Within 5 working days following receipt of the Preliminary CPM Schedule, the Engineer will review the Preliminary CPM Schedule and return it to the Contractor either with comments or conditionally accepted. During this time, the Contractor shall participate in the review and evaluation of the Preliminary CPM Schedule with the Engineer. Within 2 working days after comments are received, the Contractor shall address the Engineer's comments and resubmit a corrected Preliminary CPM Package. The Contractor shall repeat this process as many times as required at no additional cost to the Department until the Engineer conditionally accepts the Preliminary CPM Schedule. The acceptance of the project Phasing Plan (whenever required) may be a prerequisite to the conditional acceptance of the Preliminary CPM Schedule.

5.0.2 Baseline CPM Schedule Review

Within 20 working days from receipt of the Baseline Contract CPM Schedule, the Engineer will review the Detailed CPM and return it to the Contractor either with comments or accepted. During this time, the Contractor shall participate in the review and evaluation of the Detailed CPM Schedule by the Engineer. Within 5 working days after comments are received, the Contractor shall address the Engineer's comments and resubmit for acceptance a corrected Detailed CPM package. The Contractor shall repeat this process as many times as required until the Engineer accepts the Detailed CPM Schedule at no additional cost to the Department. The acceptance of the project phasing plan (whenever required) is a prerequisite to the acceptance of the Detailed CPM Schedule.

5.0.3 CPM Schedule Update Reviews

The Engineer will review and respond to the update scheduling submittals within five (5) working days after submittal, unless a different review period is expressly identified elsewhere in the Specifications or other Contract Documents. After review, if changes or additional information are required, submit a revised CPM Schedule update within 2 working days. Review, revision, and resubmission shall continue until the Engineer's acceptance is achieved.

Reviews and Re-submittals: The Contractor shall repeat this process as many times as required at no additional cost to the Department until the Engineer accepts the Preliminary Schedule, Baseline CPM Schedule, and the monthly CPM Schedule updates. Acceptance of the Preliminary Schedule is a prerequisite for the acceptance of the Baseline Schedule.

6.0 GENERAL SCHEDULE REQUIREMENTS

The work shall be monitored by the CPM Schedule. The scheduling of all the work (e.g., design, submittals, approvals, procurement, construction, testing) is the responsibility of the Contractor.

Progress Payment: The monthly CPM Schedule update submission, showing updated activities and status in accordance with the requirements of this Section shall be a condition precedent to the start of

the progress payment cycle. The Engineer will not begin work on processing payment until the CPM Schedule update submission has been received.

Time is of the essence in the performance of all work under this Contract including but not limited to providing the Schedule information required herein. The CPM Schedule shall at all times accurately reflect the Contractor's current plan for the work and shall be updated as required herein, in a timely manner. The CPM Schedule shall be the primary tool utilized by the Contractor to accurately document the progress of the work and to communicate its plan for the timely completion of the work.

Float: Float is not for exclusive use or benefit of either the Department or the Contractor but is an expiring resource available to both parties. Float is used by either party, as needed, to meet the Contract milestones and the Contract completion dates, or to cover changes to the Contract.

Float Suppression: Pursuant to float sharing requirements of this Section, use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times or durations are prohibited. Approval of any Schedule Submission by the Department shall not preclude later correction of float suppression techniques or of any other deficiency by the Department.

7.0 DETAILED SCHEDULE REQUIREMENTS

Schedule Detail: The CPM Schedule shall contain sufficient Design, Procurement, and Construction activities to represent the work, subject to the acceptance by the Engineer, with a means to monitor and follow progress of all phases of work; comply with limits imposed by the scope of work, with contractually specified interim milestones and completion dates; and with constraints, restraints, or sequences included in the Contract. The Schedule detail shall be subject to acceptance by the Engineer. Factors to be considered include, but are not limited to:

1. Organization by major areas of work.
2. Submittals, submittal reviews and approvals, manufacture, tests, delivery, installation activities for long lead items, critical materials and equipment shall be represented in the CPM Schedule. Description of the activity shall include sufficient detail to identify the unique scope of that activity. Whenever possible, like items shall be combined in a single submittal. If multiple items are included in a single submittal, that submittal shall be identified in the Schedule by an activity in accordance with the following conditions:
    a. The "Review and Approval" activity for that submittal shall be a condition precedent to every activity representing fabrication and delivery of any of the materials submitted.
    b. If and when the submittal receives authorization for the activity to partially proceed and that partial authorization is sufficient to enable the commencement of some, but not all, successor activities, then the original submittal activity shall be broken down into multiple activities, as necessary to accurately reflect the logic of Contractor's current plan.
3. Deliveries of furnished equipment and/or materials in accordance with dates or schedule windows of times set forth in the Contract or furnished by the Department. Activities representing the delivery of materials or equipment for more than one installation activity will be permitted in accordance with the following conditions:
    a. The delivery activity shall precede each activity representing the installation of that material in each area.
    b. When partial deliveries are received and are adequate so as to enable commencement of some, but not all, successor activities, then the original delivery activity shall be broken down into multiple activities, so as to accurately reflect the logic of Contractor's current plan.
4. The required review time for any Submittals and Approvals by regulatory agencies or other Parties.

5. Milestones or access restraints for completion of certain portions of the work or access and availability to work areas.
6. Identification of interfaces and dependencies with preceding, concurrent, and follow-on Contractors and utilities, typically shown as milestone type of activities.
7. Planning for phased or total handover to the Department.
8. Identification of manpower by trade, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as two shifts, six day weeks, specified overtime, or work at times other than regular days or hours.
9. Resource Loading: Resource allocation for each activity in the CPM Schedule identifying the man-hours by trade, the physical quantity of material to be installed (Cubic yards of concrete, linear feet of pipe, etc.). Activities containing unit price items as specified in the Contractor's bid proposal shall equal the amount of the quantity specified in the Contract. The Engineer reserves the right to accept or reject any value and allocation of the man- hours and/or the materials.
10. Activity Code Structures: Activities shall be coded for the following categories:
    a. Engineering, Procurement, Construction.
    b. Submittal, submittal review and approval, fabrication, delivery, change order, construction, installation, testing, major areas of work, responsibility, etc.
11. Calendars: Develop activity calendars commensurate with the Contractor's workweek plan. Calendars shall include all non-working days, such as weekends, holidays, or other periods when the Contractor plans not to work. Calendar(s) shall be reviewed and accepted by the Engineer as part of the Baseline Contract Schedule submittal and will be monitored using the most updated Contract Schedule.
    a. The planning unit for the Contract shall be days.
    b. Calendars shall contain all union holidays, as listed in applicable labor agreements.
    c. Every activity shall be assigned a working day calendar that takes into account when the activity is planned to occur and when it is contractually permitted to occur.
12. Activities representing work or participation by the Department or Engineer staff shall be assigned to a 5-day workweek calendar. Contractor's Schedule shall not anticipate or require weekend or holiday work periods for the Department or the Engineer unless specifically agreed to by the Engineer.

Materials and Equipment Procurement: Include the following activity sequence for critical and long lead materials and equipment procurement:

1. Submittal Preparation.
2. Review and Approval.
3. Fabricate and Deliver.

Logic and Durations: Logic and activity durations shall be established by the Contractor consistent with the Contract requirements and shall reflect coordination between trades, definitive resource planning and on-site work conditions. Logic shall show how the start of a given activity is dependent on the completion of preceding activities, and its completion restricts the start of following activities. Except for procurement, activities shall not have duration greater than 20 working days without approval from the Engineer.

Restraints and Milestones: The start date of the CPM Schedule shall be the Contract Notice to Proceed date. The completion date of the CPM Schedule shall be the Contract Substantial Completion date as specified in this Chapter. All intermediate restraints and milestones required in the Contract shall be shown in proper logical sequence and properly constrained.

Schedule Dates: Whenever the term "schedule" or "scheduled date" is used, it shall mean the "early start" and "early finish" dates in the CPM Schedule. The "late" dates are for purposes of calculating float and do not represent the schedule dates.

Activity Descriptions: Activities shall be described such that the work is readily identifiable for assessment of start and completion, as well as intermediate status. Descriptions shall utilize identifiers for physical locations such as column lines, stations, and elevations where possible to define the work. The activity description shall identify the scope of the activity. There shall not be any two activities with the same activity description.

Working Days: While contract times are expressed in calendar days, the CPM Schedule shall be calculated in working days.

Weather Allowances: Seasonal weather conditions shall be considered in the planning and scheduling of all work such that all work will be completed within the allotted Contract time. Any weather allowance shall be stated in the Baseline narrative.

Submittal and Review Periods: The review period shown in the Schedule for submittals shall conform to the Contract requirements.

Constraints: The Schedule shall include all work constraints indicated in the Contract documents. Other activity Constraints shall not be used unless approved by the Engineer.

The Schedule Document shall contain sufficient time for all inspections, training and system demonstrations, as well as systems testing and acceptance by the Engineer. The Schedule Document shall also include a System and Acceptance schedule within the project CPM Schedule. This schedule will identify all equipment and systems that require testing, training and acceptance by the Department. The durations and sequences of the systems testing and acceptance shall be as specified in the various sections of the Contract Specifications. Each system will contain, but will not be limited to, all of the following activities and constraints:

1. Interface between the construction activities and their respective system.
2. Contractor's pre-testing work.
3. Submittal and Approval of the Contractor's Pre-Testing Data and checklist, as appropriate.
4. Sufficient notification time to the Department prior to system testing.
5. Submittal and Approval of the Preliminary and Final As-Built Drawings.
6. Submittal and Approval of the Preliminary and Final O&M Manuals.
7. Submittal and Approval of Testing Procedures.
8. All other systems that are required to be tested and accepted prior to the specific system being tested.
9. System Testing by the Department.
10. Other outside agencies, utilities, etc. that are required to test, witness and accept the system.
11. Submittal and Approval of the Training Syllabus, Training Manual, and Training Video.
12. Performance of Training.

Prior to Substantial Completion the Contractor shall submit a Punchlist Completion Schedule that shows the schedule of the punchlist look items. All work shown on this schedule shall be performed within 90 days after Substantial Completion, unless said time may be otherwise extended by the Engineer. Review and acceptance of this schedule by the Engineer is required. The Contractor shall update and status this schedule as often as required by the Engineer. The work contained in the Punchlist Completion Schedule shall not be included in the Schedule Document.

In the event that Contractor requires multiple submissions in order prepare a submittal that is acceptable to the Engineer and that can be approved, then the Contractor shall adjust its CPM schedule to include adequate time for such multiple submittals at each stage of the approval process.

B2. SUBMITTAL PROCEDURES

The requirements of this article supplement the submittal requirements in the Standard Construction Contract, the NYCDOT Standard Highway Specifications and the NYCDEP Standard Sewer and Water Specifications. If a conflict exists between the requirements of this article and the Standard Specifications, the requirements of this article govern.

1.0 GENERAL

This section includes administrative and procedural requirements for submitting Shop Drawings, Catalogue Cuts, Material Samples, As-built or Record Drawings, and other submittals required by the Contract Documents.

Review of submittals does not relieve the Contractor of responsibility for any Contractor's errors or omissions in such submittals, nor from responsibility for complying with the requirements of the Contract.

Responsibility of the Contractor: The approval of Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor of the furnishing of materials or work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.

2.0 DEFINITIONS

Design Consultant - the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

Submittals - written and graphic information that requires responsive actions and includes without limitation all shop drawings, product data, letters of certification, tests and other information required for quality control and as required by the Contract Documents.

Shop Drawings – includes drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, except for coordination drawings, specifically prepared for the project by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed.

Product Data and Quality Assurance Submittals - includes manufacturer's standard catalogs, pamphlets and other printed materials including without limitation the following:

1. Catalogue and Product specifications
2. Installation instructions
3. Color charts
4. Catalog cuts
5. Rough-in diagrams and templates
6. Wiring diagrams
7. Performance curves
8. Operational range diagrams
9. Mill reports
10. Design data and calculations

11. Certification of compliance or conformance
12. Manufacturer's instructions and field reports

3.0 SUBMITTAL PROCEDURES

Refer to other General Requirements and technical specification sections for the specific submittal requirements stated in that section.

3.0.1 Submittal Coordination

The Contractor shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activities.

3.0.2 Submittal Schedule

The Contractor shall submit for approval by the Engineer a Submittal Schedule within fifteen (15) days of Notice of Award. The Submittal Schedule shall include and describe all project submittals. The Submittal Schedule shall identify dates for submittal preparation and submission based on the approved plan of work. The Submittals Schedule shall take into consideration reasonable review times and any lead times required by fabricators or manufacturers.

In the interest of a progressive and orderly flow of work from the Contractor to the Engineer that avoids submission of an excessive number of submittals in the same period, the Submittal Schedule shall not include more than two (2) submittal reviews per calendar week, unless the Engineer agrees to a larger number on a case-by-case basis.

The Contractor shall incorporate the following work flow and timeframes for submittal review in the Submittal Schedule:

1. Upon receipt from the Contractor, the Engineer shall advance or reject the submittal within 24 hours.
2. Upon receipt from the Contractor, the Engineer shall render a disposition regarding the submittal as follows:
   a. Within twelve (12) working days for technical submittals
   b. Within five (5) working days for RFIs
3. Submittals received after 3PM will be deemed submitted the following working day.
4. Submittals received after 12PM on Friday will be deemed submitted on the following Monday.

Review priorities and extension of review times shall be coordinated with the times established in the approved Submittal Schedule.

3.0.3 Submittal Identification

The Contractor shall place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Include the following minimum information on label for processing and recording action taken:
   c. Project name, DDC Project Number and Contract Number
   d. Date
   e. Name and address of Design Consultant
   f. Name and address of Contractor
   g. Name and address of subcontractor
   h. Name and address of supplier or manufacturer
3. Submittal number or other unique identifier, including revision identifier:

a. Number and title of relevant Specification Section
b. Drawing number and detail references, as appropriate
c. Location(s) where product is to be installed, as appropriate
d. Other necessary identification

3.0.4 Transmittal

The Contractor shall package each submittal individually and appropriately for transmittal and handling. The Contractor shall transmit each submittal using a transmittal form. Transmittals received from sources other than the Contractor will be returned without review. Re-submission of the same drawings or product data shall bear the original number of the prior submission and the original titles.

3.0.4.1 Transmittal Form

The Contractor shall indicate the following information on the Transmittal Form:

1. Project name, DDC Project number and Contract Number.
2. Date.
3. Destination (To:).
4. Source (From:).
5. Names of Contractor, subcontractor, manufacturer, and supplier.
6. Category and type of submittal.
7. Submittal purpose and description.
8. Specification Section number and title.
9. Drawing number and detail references, as appropriate.
10. Transmittal number, numbered consecutively.
11. Submittal and transmittal distribution record.
12. Remarks.
13. Signature of transmitter.

4.0 SUBMITTAL FORMAT

4.0.1 Shop Drawings, Product Data, and Quality Assurance Submittals

The Shop Drawings, unless otherwise directed, shall be on sheets of the same size as the Contract Drawings, drawn accurately and of sufficient scale to be legible, with a one half (1/2) inch marginal space on each side and a two (2) inch marginal space for binding on the left side.

Shop Drawings and Product Data and Quality Assurance Submittals shall be submitted to the Project Management Information Site as raster files in Adobe Acrobat ".pdf" format. Each submittal shall be readable and printable on the Department's systems with the following scanning parameters: 400 dpi resolution, autodeskewing and despeckling. Each submittal shall contain a list of the submittals and the electronic format of their files.

4.0.2 Requests for Information (RFIs)

RFIs and other queries of the Design Consultant shall be submitted to the Project Management Information Site using the forms specifically prepared for this purpose by the Design Consultant.

4.0.3 As-Builts

CADD record drawing (as-built) files submitted by the Contractor shall be vectorized, computer-generated drawing files in the latest version of native MicroStation ".dgn" format. Each submittal shall include the resource files such as Cell Libraries, Font Libraries, DGNLIB and reference files used to generate the

CADD drawing files. Record drawings shall also be submitted in PDF or other raster format. Each submittal shall be provided on CD-ROM or DVD+R and transmitted on the Project Management Information Site. Each submittal shall have a complete drawing list (drawing number and CADD file name for each drawing).

5.0 SUBMISSION OF SHOP DRAWINGS

Initial Submission: The Contractor shall upload the submittal to the Project Management Information Site for the Design Consultant's review and acceptance. The Engineer will transmit Shop Drawings to appropriate Design Consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory Shop Drawing will be stamped "No Exceptions Taken", be dated and returned to the Contractor.

Should the Shop Drawing(s) be marked "Make Corrections Noted" by the Design Consultant, the Engineer will return the Shop Drawings to the Contractor to make the necessary corrections and changes as indicated thereon.

Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return the Shop Drawings to the Contractor with the necessary corrections and changes to be made as indicated thereon.

The Contractor must make such corrections and again submit the shop drawing to the Design Consultant. The Contractor shall revise and resubmit the Shop Drawing as required by the until the Shop Drawings are stamped "No Exceptions Taken" or "Make Corrections Noted".

Commencement of Work: No work or fabrication called for by the Shop Drawings shall be performed until acceptance of the said drawings by the Design Consultant. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractor's subcontractors which Shop Drawing indicated work related to, adjacent to, impinging upon, or affecting work to be done by other subcontractors shall be transmitted to the subcontractors so affected.

Variations: If the Shop Drawings show variations from the Contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in its letter of submittal. Acceptance of the Shop Drawings shall constitute acceptance of the subject matter thereof only.

6.0 SUBMISSION OF PRODUCT DATA

Except as otherwise prescribed herein, the submission, review and acceptance of Product Data and Catalogue cuts shall conform to the procedures specified above.

Include the following information, as applicable:

1. Manufacturer's written recommendations.
2. Manufacturer's product specifications.
3. Manufacturer's installation instructions.
4. Standard color charts.
5. Manufacturer's catalog cuts.
6. Wiring diagrams showing factory-installed wiring.
7. Printed performance curves.
8. Operational range diagrams.
9. Mill reports.
10. Standard product operation and maintenance manuals.
11. Compliance with specified referenced standards.

12. Testing by recognized testing agency.
13. Application of testing agency labels and seals.
14. Notification of coordination requirements.

The Contractor shall submit Product Data before of concurrent with Samples of Materials.

7.0 SUBMISSION OF SAMPLES OF MATERIALS

Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish and texture of the material.

Each of the samples shall be labeled as follows:

1. Name of the Project, DDC Project Number and Contract Number.
2. Name and quality of the material.
3. Date.

B3. CONSTRUCTION NOISE.

Pile installation activities associated with the floodwall and closures structures that are within 50 feet of residences and the Asser Levy Recreation Center, must produce no more than an 80 dBA Lmax noise level (i.e., sound pressure level) at a distance of 50 feet.

Pile installation activities, where feasible and practicable, must be limited to between the hours of 7 AM and 6 PM. This excludes any activities that need to occur adjacent to the FDR Drive where work needs to be conducted during night time as per DOT's OCMC requirements.

For construction activity that will occur during night-time (i.e., 6 PM to 7 AM) and weekend hours within 50 feet of a residence, the Leq(1) noise level resulting from construction must not exceed 80 dBA as measured at the exterior façade of any residential dwelling unit.

Quieter equipment models for cranes, generators, compressors, and lifts that result in up to a reduction in noise levels may be necessary to achieve the noise requirements above. .

Using barging for deliveries of construction materials (including concrete) and importing of fill to the project sites, rather than trucks on roadways to from the construction work areas may be necessary to achieve the noise requirements above.

Construction equipment that would operate on barges or within the river would be required to comply with all of the same regulations and commitments as on-land equipment that are subject to the New York City Noise Control Code.

B4. CONSTRUCTION AIR QUALITY.

Measures must be taken to reduce pollutant emissions during construction in accordance with all applicable laws, regulations, and building codes, including Local Law 77 of 2003 which requires the use of ULSD and best available technology (BAT):

Clean Fuel. ULSD fuel must be used exclusively for all diesel engines throughout the construction site, including marine equipment.

Dust Control Measures. To minimize dust emissions from construction activities, a dust control plan including a robust watering program is required. This plan must include that all trucks hauling loose material must be equipped with tight-fitting tailgates and their loads securely covered prior to leaving the project area; water sprays must be used for all excavation and transfer of soils to ensure that materials will be dampened as necessary to avoid the suspension of dust into the air. Loose materials (e.g., on-site material storage piles) will be watered or covered. All construction-related dust reduction measures required by DEP's Construction Dust Rules will be implemented.

Idling Restriction. In accordance with Title 24, Chapter 1, Subchapter 7, Section 24-163 of the NYC Administrative Code, the local law restricting unnecessary idling on roadways, truck idle time must be restricted to three minutes except for those vehicles that are not using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or otherwise required for the proper operation of the engine.

Best Available Tailpipe Reduction Technologies. Nonroad diesel engines with a power rating of 50 hp or greater, and controlled truck fleets (i.e., truck fleets under long-term contract with the proposed project), including, but not limited to concrete mixing and pumping trucks, must utilize BAT for reducing diesel particulate matter emissions. Diesel particulate filters (DPFs) have been identified as being the tailpipe technology currently proven to have the highest emissions reduction capability and must be used on all nonroad diesel engines rated at 50 hp or greater, either installed by the original equipment manufacturer or retrofitted. Retrofitted DPFs must be verified by the EPA or the California Air Resources Board. Other technologies proven to achieve an equivalent emissions reduction may also be used.

Utilization of Newer Equipment. All nonroad construction equipment with a power rating of 50 hp or greater must meet at least the Tier 3 emissions standard.

Diesel Equipment Reduction. the Contractor's means and methods must minimize the use of diesel engines and utilize electric engines to the highest extent practicable. Equipment that should use electric engines in lieu of diesel engines includes, but may not be limited to, welders, compressors, and rebar benders.

B5. GREENHOUSE GAS EMISSIONS

The Contractor is encouraged to take steps to reduce the greenhouse gas emissions resulting from this Contract. To this end, the Contractor is strongly encouraged to take the following steps:

1. Use B20 biodiesel (ASTM D7467) in all non-road and marine equipment.
2. Maximize the use of recycled steel and aluminum in the permanent materials.
3. Divert recyclable materials from the construction and demolition waste stream. The target is a minimum of 75% diversion.

The Contractor is required to monitor the Contractor's performance on these steps and provide reports with supporting documentation showing the actual performance achieved.

B6. EMPLOYMENT OPPORTUNITIES

1. The Contractor's attention is drawn to the following contract requirements for providing employment opportunities:
    a. HireNYC. Requirements are in the Standard Construction Contract found in Volume 2.
    b. Section 3. Requirements are in the HUD-Pages found in Volume 3.
2. Additionally, the following requirements apply:
    a. Apprentices: The Contractor must request the maximum allowable ratio of apprentices.
    b. Sandy Recovery Hiring Plan: The Contractor is required to develop and implement a Sandy Recovery Hiring Plan for low-income and very low-income persons, Sandy-impacted residents, minorities, and women in accordance with the provisions set forth below.
    c. The following requirements are part of this Contract and will be passed on to all applicable Subcontractors:
        i. Contractor and Subcontractors are encouraged to employ 20 percent Sandy-impacted residents.
        ii. Contractor and all Subcontractors agree to register all non-trade job opportunities arising from the Work under this Contract with Sandy Recovery Workforce1, managed by the NYC Department of Small Business Services and comply with the provisions set forth below.
        iii. This section does not limit Contractor's or its Subcontractors' ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this section shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.
3. Strategies and Methods
    a. The Sandy Recovery Hiring Plan shall demonstrate the Contractor's capability and plan for ensuring compliance with the hiring requirements.
    b. In an effort to provide pathways for hiring of persons impacted by Sandy, the Contractor is encouraged to work with local community-based organizations, pre-apprenticeship and apprenticeship programs, and voluntary groups engaged in rebuilding efforts.
    c. The Contractor will work with Workforce1 and the City on specific outreach events including Resource Fairs and Hire on the Spot events, connecting Sandy-impacted residents with job opportunities.
    d. The Sandy Recovery Hiring Plan should show plans to work with organizations to create a pathway and opportunities on these projects and a plan to show compliance with the hiring requirements.
4. Management and Compliance
    a. The Contractor must develop a Sandy Recovery Hiring Plan for approval by the Engineer.
    b. The Contractor must provide at least one part-time staff dedicated to tracking hiring daily at the job site and ensuring implementation of the requirements of the Plan. The Contractor must comply with monthly reporting requirements set forth by the City, which include, but are not limited to, data that the City is required to report under Local Law 140 of the City of New York and Section 3 of the Housing and Urban Development Act of 1968, as well as data collection related to Executive Order 11246.

5. Specific Requirements
    a. Job Posting Requirements: The Contractor and all subcontractors agree to inform Sandy Recovery Workforce1, managed by NYC Department of Small Business Services, of all job opportunities arising from this Contract. The Contractor must inform Sandy Recovery Workforce1 of any hiring need, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, unless otherwise approved by the City. Sandy Recovery Workforce1 will work with Contractor to develop a recruitment plan which will outline clear instructions as to when, where, and how interviews will take place. Sandy Recovery Workforce1 will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified, and must provide feedback on all interviewed candidates within two business days and report new hires to Sandy Recovery Workforce1 once confirmed.
    b. Sandy-impacted residents will be given first priority to register for opportunities with the rebuilding effort on-line and at Workforce1.
6. Workforce Recordkeeping Requirements: The Contractor must comply with monthly reporting requirements set forth by the City, which include, but are not limited to, data that the City is required to report under Local Law 140 of the City of New York and Section 3 of the Housing and Urban Development Act of 1968, as well as data collection related to Executive Order 11246. The Contractor must provide the Engineer with a Monthly Report of such data by the fifteenth of every month for the prior month using the paper and/ or electronic reporting format provided by the Engineer and must complete all applicable fields. If reporting particular information is impossible for the Contractor, the Contractor may apply for an exemption. Any application for an exemption must be made before the expiration of thirty (30) days after the commencement date of this Agreement and shall be in the form specified by the Engineer. Exemption may be granted upon a showing that the operation of this Section will constitute a hardship, within the sole discretion of the Commissioner. The content of this Monthly Report may change at any time as the City's reporting needs change.
7. Furthermore, the Contractor must complete weekly Certified Payroll reports using the WH-347 form, available from the U.S. Department of Labor, Wage and Hour Division, which may be submitted each month concurrent with the aforementioned Monthly Report.

B7. WORK RESTRICTIONS

The Contractor's attention is drawn to the following work restrictions:

1. Work Hours will be as shown in Section 1.06.23.(P) of the NYCDOT Standard Highway Specifications.

B8. Reference Documents

The following reference documents are attached to the Contract:

(1) East Side Coastal Resiliency: Remedial Action Plan (and associated CHASP), prepared by AKRF under the Hazen and Sawyer / AKRF JV.
(2) East Side Coastal Resiliency Project Area One: Subsurface Exploration Report - Borough of Manhattan, New York, prepared by AKRF under the Hazen and Sawyer / AKRF JV.
(3) East Side Coastal Resiliency: Supplemental Subsurface Exploration Report - Borough of Manhattan, New York, prepared by AKRF under the Hazen and Sawyer / AKRF JV.
(4) Stormwater Pollution Prevention Plan (SWPPP). AKRF.

The referenced documents are available from the NYCDDC BDO website.

B9. Envision

The DDC is committed to the principles of sustainable development and will submit this project for evaluation as per the Institute for Sustainable Infrastructure's ENVISION Sustainable Infrastructure Framework. As such, the Contractor is required to provide support and assistance to DDC in the required documentation for applicable contractor related activities for the ENVISION verification process. The ENVISION: Sustainable Infrastructure Framework Guidance Manual is available at: https://sustainableinfrastructure.org.

B10. Revisions: Specifications and Contract Drawings

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

(1) Owner: Wherever the term "Owner" is used in the Specifications and/or the Contract Drawings, such term shall mean the City of New York.

(2) Other Entities: In the event any entity other than the City of New York is referred to or named as the "Owner" in the Specifications and/or the Contract Drawings, the name of such other entity is deemed deleted and replaced with the "City of New York".

(3) Architect: Wherever the words "Department's Authorized Representative", "Construction Manager", "Landscape Architect", "Project Manager", "Architect", "Architect / Engineer", "Architect and/or Engineer", or similar are used in the Specifications and/or the Contract Drawings, such words are deemed deleted and replaced with the word "Engineer".

(4) Products / Manufacturers: Wherever the Specifications and/or the Contract Drawings require the contractor to provide a particular product (i.e., material and/or equipment) from a designated manufacturer and/or vendor, the term "or approved equal" is deemed inserted, even if only one product and/or manufacturer is specified, except as otherwise provided below.

(5) Special Experience Requirements: Special Experience Requirements for the Project, if any, are set forth in the Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, such Special Experience Requirement is deemed deleted, except as otherwise provided below.

(a) Any Special Experience Requirement that provides that the entity performing the work or supplying the material must have more than three (3) years of experience, is revised to provide that the entity performing the work or supplying the material must have three (3) years of experience, except as described in paragraph (b) below.

(b) Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.

(c) Any Special Experience Requirement that provides that the entity performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such entity must be properly trained for the specified work.

(d) Any Special Experience Requirement that provides that the individual workers performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such individual workers must be properly trained for the specified work.

(6) Contractor Retained Engineer: If the Specifications and/or the Contract Drawings require the Contractor to retain an Engineer to provide engineering services for the Project, the following sentence is deemed inserted: "Such Engineer must be a Professional Engineer, licensed in the State of New York."

(7) Sustainability Provisions: If the Specifications and/or the Contract Drawings require the Contractor to purchase FSC certified wood, rapidly renewable materials, materials within 500 miles, metal materials, products, anchors, framing and accessories with recycled content, such provisions are deemed deleted and replaced with the requirement that if the contractor has

purchased FSC certified wood, rapidly renewable materials, materials within 500 miles, metal materials, products, anchors, framing and accessories with recycled content, the contractor shall submit such forms or documentation as may be required by the City in order for the USGBC to certify that the Project qualifies for the related LEED credit(s).

(8) Exculpatory Provisions: In the event the Specifications and/or the Contract Drawings contain any provision whereby the consultant and/or any of its officers, employees or agents, including subconsultants, is absolved of responsibility for any act or omission, such provision is deemed deleted.

(9) Insurance: Provisions regarding insurance coverage the Contractor is required to provide are set forth in Article 22 of the City of New York Standard Construction Contract and Schedule A, which is included in the Addendum to the General Conditions. In the event the Specifications and/or the Contract Drawings contain any provision regarding insurance requirements, such provision is deemed deleted.

(10) Indemnification: Provisions regarding indemnification are set forth in Articles 7, 12, 22 and 57 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding indemnification, such provision is deemed deleted.

(11) Dispute Resolution: Provisions regarding dispute resolution are set forth in Article 27 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding dispute resolution, such provision is deemed deleted.

(12) Standard Construction Contract: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the City of New York Standard Construction Contract, the City of New York Standard Construction Contract shall prevail.

(13) Prices to Cover: All contract unit prices will include the costs of all labor, material, equipment, insurance, supervision, and insurance, whether or not specifically mentioned in the specifications.

(14) Work to be Managed solely by the NYC Department of Design and Construction (NYCDDC): In the event a provision stipulates that approval or direction will be provided by a City Agency other than the NYCDDC, that provision will be interpreted that the approval or direction will be provided by the Engineer, in consultation with the referenced Agency. This stipulation does not apply to approvals or direction that are required by Rules, Codes or other regulations; e.g. the NYC Department of Buildings will continue to enforce the NYC Building Codes and approve building permit applications.

(15) Guarantee Periods: If a Guarantee period is specified that exceeds the guarantee period listed in Schedule A, the guarantee period in Schedule A governs.

(16) Compliance with laws and regulations: all references to compliance with laws and regulations are deemed to include compliance with all local, state, and federal regulations.

(17) References:

(a) References to the General Conditions in the specifications will refer to the NYCDOT Standard Highway Specifications, Division 1 (Section 1.06), the NYCDEP Standard Sewer and Water Specifications Division 1 (Sections 10.01 through 12.07), and the Standard Construction Contract, as supplemented by the specifications in this Volume 3.

(b) References to the Materials and Methods of Construction will refer to the appropriate requirements of the NYCDOT Standard Highway Specifications, Division 2 (Sections 2.01 through 20.40) and the NYCDEP Standard Sewer and Water Specifications Division 2 (Sections 20.01 through 26.02) as supplemented by the specifications in this Volume 3.

(NO TEXT ON THIS PAGE)

U - PAGES

SECTION U (VERSION 2.0)

NOTICE

THE PAGES CONTAINED IN THIS SECTION U VERSION 2.0 (U-PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

SECTION U (VERSION 2.0)

DATED: December 12, 2019

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 U-3 through U-13)

   B. Schedule U-1 (Page U-15)

   C. Schedule U-2 listing scope of utility interferences is no longer included in City contract. Such information will be part of Interference Agreement between Utility Operator and the Contractor.

   D. Schedule U-3 Page U-16 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010).

2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.

3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:

   A. Section U, Paragraph 3, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

B. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, Paragraph 3, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.

C. Section U, Paragraph 13, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, 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 August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

1. Means and methods for City work:

a) The Contractor is hereby notified that the utility interferences may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she will be required to perform the public work in the presence of energized electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by electric operators in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down.

2. *Field inspection prior to construction*:

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

3. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above, and at known locations of City contract work, that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors.

4. *Interference Agreement:*

a) Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis for Types of Interferences encountered on this Contract in accordance to the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010, copy of which is available on demand.

b) The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies.

5. City contract work to continue without Interference Agreement :

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City shall issue a written "48 Hours' notice to Public Corporation" as prescribed by the City of New York Administrative Code, commonly referred to as "Order-Outs" and City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) 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 the 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 Construction Assistant Commissioner.

a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the Utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 9.
b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 9.
d) The Contractor will notify the Resident Engineer when utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project

schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.

e) Utility delays caused by utility and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

6. Extra utility work with Interference 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:

a) 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;

b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 4, provides for the scope of work encountered.

c) 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.

d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 5, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

7. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to Paragraphs 6.b, or 6.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

8. Disputed utility work covered by an interference agreement:

The City Work will continue as described in Paragraph 5 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the

performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 9. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC.. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

9. Arbitration of utility work:

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

(a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

(b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 8.

(c) The arbitration shall be conducted and concluded in two days.

(d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

(e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the 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) The 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 the Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

(m) The parties may, at any time, settle any matter submitted to arbitration.

10. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

11. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

12. Cost of utility interference work:

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work or any delays cost caused by such utility work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

13. Default declaration:

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

14. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

15. Facility operators:

The insurance requirements in Paragraph 11 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference 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 Interference Agreement between the Contractor and such utility company (ies).

[End]

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Section U: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this Section U at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

_____
By: Authorized Company Representative

_____
Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By:_____

SCHEDULE U-1

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE
CON EDISON	O'NEIL A. WRIGHT	212-460-3870

SCHEDULE U-3

(NO TEXT IN THIS SECTION)

HUD - PAGES

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROJECTS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")
FUNDING ATTACHMENT

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

THIS ATTACHMENT IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The riders and exhibits listed below, and included in this Attachment, are made a part of this contract documents, and the Contractor shall be responsible for compliance with all the provisions contained therein:
   - UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS (02/16/2018)
   - CDBG RIDER (2/16/2018)
   - FEDERAL LABOR STANDARDS PROVISIONS (Form HUD-4010) (6/2009)
   - DAVIS-BACON WAGE RATES

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UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

(Version 02.16.2018)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts ("Rider") must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]

A. *Definitions.* As used in this Rider:

(1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.

(2) "City" means the City of New York.

(3) "Commissioner" means the head of the City agency entering into this Contract.

(4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.

(6) "Contractor" means the entity performing the services pursuant to a Contract.

(7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.

(8) "Government" means the U.S. government.

(9) "Rider" means this Uniform Federal Contract Provisions Rider.

B. *Termination and Remedies for Breach of Contract.* The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City's Contractor.

(1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or

(iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause**. The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole

or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18

U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement*. The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience**. The City shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally

delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

c. **Termination due to Force Majeure**

i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.

iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

d. **Termination due to Reductions in Federal Funding**

i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this

paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.

iii. If the City reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

C. Standard Provisions. The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

(1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.

(2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.

(3) *Environmental Protection.* If the Contract is in excess of $150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

(4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

(5) *Debarment.* The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor

its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

(6) *Lobbying.* The Contractor certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf) in accordance with its instructions; and

(c) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(7) *Solid Waste Disposal Act.* Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts,

vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

(9) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for three years after final payment under the Contract is made and all other pending matters are closed.

(10) *Records Access.* The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

(11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

(12) *Intangible Property.*

a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.

b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.

c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.

e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery,

including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

D. Special Provisions for Construction Contracts. If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of $2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of $2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

c. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.

d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(2) *Equal Employment Opportunity.* Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of $10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area

(including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above,

describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

a. Definitions. The following definitions apply to this section (D).

i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).

ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business

concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

b. *Allocation of Principal Rights*. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

c. *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.*

i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case

where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.

ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.

iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Contractor and Protection of the Contractor Right to File

i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

f. Contractor Action to Protect the Government's Interest

i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.

ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.

iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor

will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.

h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right

to grant such a license itself if the Federal Agency determines that:

i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;

iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. *Special Provisions for Contracts with Nonprofit Organizations.* If the Contractor is a nonprofit organization, it agrees that:

i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;

iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a

preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv).

l. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

FEDERAL EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF $10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (percent)
Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steamfitters	12.2 to 13.5
Metal Lathers	24.6 to 25.6
Painters	28.6 to 26.0
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron Workers (structural)	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos Workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron Workers (ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glazers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All Other	16.4 to 17.5

Goals and Timetables for Women

From April 1, 1980 until the present	6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such

geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of $10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

FEDERAL EXHIBIT 2

[Insert Exhibit 2 for applicable federal grant program]

(NO TEXT ON THIS PAGE)

CDBG-DR Rider

(Version 02.16.2018)

INSTRUCTIONS TO NYC AGENCIES AND OFFICES

This CDBG Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. For all procurement contracts and subrecipient agreements funded by the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program, ***except those funded by the regular CDBG ("CDBG") Program***, this CDBG-DR Rider must be included as an attachment, expressly made a part of, and incorporated by reference. A different rider with terms specific to the regular CDBG Program should be attached to CDBG funded procurement contracts and subrecipient agreements.

If this rider is attached to a subrecipient agreement, the agency or office must ensure that the subrecipient agreement includes the information specific to the subaward required in 2 CFR § 200.331.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for Hurricane Sandy disaster recovery are available on the HUD Web site at https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices.

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ARTICLE 1. DEFINITIONS

As used in this CDBG-DR Rider:

(a) "Act" means Title 1 of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

(b) "Agency" means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) "Agreement" means either the "contract" (as defined by 2 CFR § 200.22) between the City and the Contractor or the agreement between the City and "Subrecipient" as defined by 2 CFR § 200.93 as the context requires.

(d) "City" means the City of New York.

(e) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(f) "Contractor" and/or "Subrecipient" means the entity or entities executing this Agreement, other than the Agency.

(g) "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000.

(h) "Grant" means Community Development Block Grant Program funds provided to the City of New York by the Federal Department of Housing and Urban Development or a pass-through entity.

(i) "Hometown Plan" means a voluntary areawide plan that was developed by representatives of affected groups (usually labor unions, minority organizations, and contractors), and subsequently approved by the Office of Federal Contract Compliance (OFCC), for purposes of implementing the equal employment opportunity requirements pursuant to Executive Order 11246, as amended.

(j) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(k) "Program" means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(l) "Real property" means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and moveable equipment.

(m) "Subcontractor" means any person, firm or corporation, other than employees of the Contractor or the Subrecipient, or another Subcontractor who is engaged by the Contractor or the Subrecipient to furnish (i) services, (ii) labor or (iii) services and/or labor and materials at the site of the work performed under this Agreement.

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT

[Applicable to Contractors and Subrecipients]

This Agreement is subject to Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor or Subrecipient. In this regard, the Agency is under no obligation to make any payments to the Contractor or Subrecipient, and shall not make any such payment, and the Contractor or Subrecipient shall not commence performance, until:

(a) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and

(b) the Contractor or Subrecipient has been notified of such instructions by the Agency. Furthermore, the Contractor or Subrecipient and the City mutually agree that the Contractor or Subrecipient shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor or Subrecipient for any costs incurred in violation of this provision.

ARTICLE 3. LABOR REQUIREMENTS

[Applicable to Contractors and Subrecipients; must be included in all subcontracts]

(a) ***Section 3.*** This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448) and implementing regulations at 24 CFR Part 135, as may be amended during the term of this Agreement. Pursuant to 24 CFR § 135.38, the Contractor or Subrecipient agrees to the following:

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

3. The Contractor or Subrecipient agrees to send to each labor organization or representative of workers with which the Contractor or Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's or Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Contractor or Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor or Subrecipient will not subcontract with any Subcontractor where the Contractor or Subrecipient has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The Contractor or Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor or Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's or Subrecipient's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. The Contractor or Subrecipient agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the Agency detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

(b) ***The Davis-Bacon Act (40 U.S.C. §§ 3141* et seq.*).*** In Construction contracts involving an excess of $2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractors to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions. **This provision supersedes section D(1)(a) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

(c) ***Overtime.*** In Construction contracts involving an excess of $2000, and subject to the exception in 24 CFR section 570.603 (regarding the rehabilitation of residential property containing less than 8 units), Contractor shall comply and the Subrecipient shall cause its contractor to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 *et seq.*), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages. **This provision supersedes section D(1)(b) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section D(1)(c)-(d), (2) and (3).]

If this Agreement involves Construction work, design for Construction, or Construction services, all such work or services performed by the Subrecipient and its Subcontractors shall be subject to the following requirements:

(a) ***Impermissible Salary Deductions.*** In Construction contracts of any amount, the Subrecipient shall cause its Subcontractor to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.

(b) ***Federal Labor Standards.*** In Construction contracts of any amount, the Subrecipient shall cause its Subcontractors to comply with the more detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(c) ***Equal Employment Opportunity.*** In Construction contracts or subcontracts in excess of $10,000, the Subrecipient shall cause its Subcontractors to comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR § 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000. (Federal Notice Required by 41 CFR § 60-4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the contractor is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades

which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation

employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 § CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(B) **Equal Opportunity Clause.** Subrecipient shall include the following provisions, which are required by 41 CFR § 60-1.4(b), in all federally assisted contracts and subcontracts.

> During the performance of this contract, the Contractor agrees as follows:
>
> (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS

[Applicable to Contractors and Subrecipients]

This Agreement is subject to:

(a) Section 109 of the Act, which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The Contractor or Subrecipient agrees to comply with provisions of 24 CFR Parts 6, 8, and 146.

(b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.

(c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107, which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.

(d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this Agreement.

(e) 24 CFR § 5.109, "Equal participation of faith-based organizations in HUD programs and activities."

(f) Consistent with 24 CFR § 570.614, the Contractor or Subrecipient warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility

Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218, and 225).

The non-discrimination provisions in this Article shall be incorporated in and made a part of all subcontracts executed in connection with this Agreement.

(g) Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT

[Paragraphs (a) – (e) applicable to Contractors and Subrecipients; paragraph (f) applicable to Subrecipients]

(a) For agreements, subcontracts, and subgrants of amounts in excess of $150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, et seq.) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA).

(b) The Subrecipient and Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L 94-163). Further, the Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.

(c) This Agreement is subject to laws and authorities listed in 24 CFR § 58.5, including the Historic Preservation Act of 1966 (Section 1 of Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 U.S.C. §§ 100101 and 300101 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

(d) This Agreement is subject to the Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

(e) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.

(f) Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR-56960-N-01.

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE

[Applicable to Contractors and Subrecipients]

This Agreement is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24 and 24 CFR section 570.606.

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

[Subdivision (a) is applicable to Contractors and Subrecipients; subdivision (b) is applicable to Subrecipients only; subdivision (c) is applicable to Contractors only]

(a) Pursuant to 2 CFR § 2400.101 and 24 CFR § 85.1, Subrecipients and Contractors are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (commonly referred to the "Super Circular"), as applicable.

(b) For the procurement of all subcontracts and goods contracts, Subrecipients are required to follow the procurement standards in 2 CFR §§ 200.318-200.326, except as allowed by 2 CFR § 200.110.

(c) Contractors are subject to the Uniform Federal Contract Provisions Rider, attached to this Agreement.

ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS

[Paragraphs (a), (b), (d), and (e) are applicable to Contractors and Subrecipients; paragraph (c) is applicable to Subrecipients only]

(a) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the

Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor or Subrecipient will be returned to the City.

The Contractor or Subrecipient agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor or Subrecipient shall return such income to the City's Community Development Block Grant Program unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of Community Development Block Grant funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs). Alternative program requirements concerning the definition of "program income" are set forth in Section VI(A)(17)(a)-(b) of Docket No. FR-56960-N-01, as amended by Section II(5) of Docket No. FR-5710-N-01.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and readily accessible.

(c) The Subrecipient shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Subrecipient, other provisions of the Agreement notwithstanding.

(d) If required by the Federal awarding agency or elsewhere in this Agreement, the Agency must receive a statement from the Contractor's or Subrecipient's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount equal to cash advances from the City. If the bond is cancelled or coverage is substantially reduced, the Contractor or Subrecipient shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor or Subrecipient until it has received assurance that adequate coverage has subsequently been obtained.

(e) No money under this Agreement shall be disbursed by the Agency to any Contractor or Subrecipient except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor or Subrecipient is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR Part 58.

ARTICLE 10. RECORDS AND AUDITS

[Applicable to Contractors and Subrecipients]

(a) (i) The Subrecipient shall maintain records in accordance with requirements prescribed by or in 2 CFR § 200.333, HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.333. (ii) The Contractor shall maintain records in accordance with the requirements elsewhere in this Agreement.

(b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:

(i) Quarterly Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Quarterly Performance Reports.

(ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased equipment.

(c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor or Subrecipient shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

ARTICLE 11. SUBCONTRACTORS

[Applicable to Contractors and Subrecipients]

(a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor or Subrecipient. The Contractor or Subrecipient shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor or Subrecipient.

(b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor or Subrecipient.

(c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor or Subrecipient, and the Contractor or Subrecipient shall remain responsible therefor.

ARTICLE 12. CONFLICTS; EXHIBITS

[Applicable to Contractors and Subrecipients]

(a) If any provision in this CDBG Rider directly conflicts with any other provision in the Agreement, the provision in CDBG Rider shall be controlling.

(b) Federal Exhibits 1 and 2 are attached to, and made a part of this CDBG Rider.

ARTICLE 13. REVERSION OF ASSETS

[Applicable to Subrecipients]

(a) At the Agreement's expiration, the Subrecipient shall transfer to the City all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

(b) Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Community Development funds in excess of $25,000 must be used to either (i) meet the national objectives in Section 570.208 for a period of five years after acquisition if the property or completion of the improvements, as applicable, or (ii) disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property.

(c) Title to all Equipment in excess of $5,000 purchased pursuant to this Agreement with CDBG funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

[Applicable to Subrecipients. Contractors must follow section C(11) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.]

Subrecipient shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 15. INTANGIBLE PROPERTY

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section C(12).]

(a) Pursuant to 2 CFR § 200.315(d), the federal Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Agreement or subcontract; and (b) any rights of copyright to which a Subrecipient purchases ownership with grant support.

(b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Agreement ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Subrecipient hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Subrecipient shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Subrecipient for no purpose other than in the performance of this Agreement without the prior written permission of the City. The City may grant the Subrecipient a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.

(c) The Subrecipient acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Subrecipient shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

(d) The Subrecipient represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Subrecipient has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.

(e) The Subrecipient shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(f) If the Subrecipient publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST

[Applicable to Subrecipients.]

(a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(b) Lobbying: The Subrecipient certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf) in accordance with its instructions; and

3. It will require that the language of this Article 16(b) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR §§ 200.112 and 200.318(c) and 24 CFR § 570.611.

ARTICLE 17. SUSPENSION AND TERMINATION

[Applicable to Subrecipients.]

(a) The City may take enforcement action against a Subrecipient for non-compliance, as described in 2 CFR §§ 200.338 and 200.339(a)(1) & (2), including suspension or termination.

(b) The City may terminate for convenience pursuant to 2 CFR § 200.339(a)(3).

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES

[Applicable to Contractors]

The Disaster Relief Appropriations Act, 2013 (Public L. 113-2) of January 29, 2013, requires contracts to contain "performance requirements and penalties." Accordingly, Contractor shall be subject to any performance requirements and remedial provisions and/or liquidated damages set forth in this Agreement. Contractor acknowledges that negative performance evaluations may impair its ability to win future contracts with the City as follows: Under City Procurement Policy Board (PPB) Rules section 4-01, Contractor is subject to performance evaluations at least once annually. The City shall enter such performance evaluations into the VENDEX system. To the extent allowed by the PPB Rules, such performance evaluations shall be considered by the City in:

(1) making a determination of the Contractor's responsibility or non-responsibility in future City procurements, under PPB Rule section 2-08(g)(1)(ii) and

(2) deciding to renew or not to renew the Agreement, under PPB Rule section 4-04(c)(10).

FED. EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL HUD COMMUNITY DEVELOPMENT FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF $10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth above.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (Percent)		
Electricians	9.0	to	10.2
Carpenters	27.6	to	32.0
Steamfitters	12.2	to	13.5
Metal Lathers	24.6	to	25.6
Painters	28.6	to	26.0
Operating Engineers	25.6	to	26.0
Plumbers	12.0	to	14.5
Iron Workers (structural)	25.9	to	32.0
Elevator Constructors	5.5	to	6.5
Bricklayers	13.4	to	15.5
Asbestos Workers	22.8	to	28.0
Roofers	6.3	to	7.5
Iron Workers (ornamental)	22.4	to	23.0
Cement Masons	23.0	to	27.0
Glazers	16.0	to	20.0
Plasterers	15.8	to	18.0
Teamsters	22.0	to	22.5
Boilermakers	13.0	to	15.5
All Other	16.4	to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present	6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals

established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of $10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

EXHIBIT 2

EXHIBIT 3

INVESTIGATIONS CLAUSE, CONFLICTS OF INTEREST CLAUSE; AND EXECUTIVE ORDER NO. 50

I. Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City 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.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or 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, or 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, or;

2. If any person refuses to testify for a reason other than the assertion of his or 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;

C. 1. The Commissioner or Agency Head 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.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

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

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.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

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.

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.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

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 Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term "person" as used in this Section 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.

3. The term "entity" as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term "member" as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this agreement by the Contractor, or affecting the performance of this agreement.

II. Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

III. Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status 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;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

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, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

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;

5. Will furnish before this agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or

2. Suspension or termination of the agreement; and/or

3. Declaring the Contractor in default; and/or

4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to

which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof 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. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: NY20190003 10/25/2019

Superseded General Decision Number: NY20180003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act

itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/25/2019
2	04/05/2019
3	05/03/2019
4	06/21/2019
5	08/09/2019
6	08/30/2019
7	09/20/2019
8	10/25/2019

ASBE0012-001 12/31/2018

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems	$ 67.86	34.06
HAZARDOUS MATERIAL HANDLER	$ 39.00	12.75

BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 55.23	33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday

after Thanksgiving, Christmas Eve Day and New Year's Eve

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* BRNY0001-001 07/01/2019

	Rates	Fringes
BRICKLAYER	$ 62.07	28.51
MASON - STONE	$ 62.67	30.59

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* BRNY0001-002 07/01/2019

	Rates	Fringes
Pointer, cleaner and caulker	$ 54.65	28.71

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* BRNY0004-001 07/01/2019

	Rates	Fringes
MARBLE MASON	$ 59.44	36.88

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* BRNY0007-001 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER	$ 54.81	36.42
TERRAZZO WORKER/SETTER	$ 56.41	36.44

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* BRNY0020-001 07/01/2019

	Rates	Fringes
MARBLE FINISHER	$ 47.41	34.64

BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS	$ 40.89	26.69

BRNY0052-001 12/03/2018

	Rates	Fringes
Tile Layer	$ 51.40	27.81

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* BRNY0088-001 07/01/2019

	Rates	Fringes
TILE FINISHER	$ 54.81	36.42

CARP0001-009 07/01/2016

	Rates	Fringes
CARPENTER		
Carpenters	$ 52.50	45.58
Soft Floor Layers	$ 50.50	45.18

CARP0740-001 07/01/2019

	Rates	Fringes
MILLWRIGHT	$ 54.20	53.06

CARP1556-006 07/01/2019

	Rates	Fringes
Dock Builder & Piledrivermen		
DOCKBUILDERS	$ 54.63	50.98

CARP1556-007 07/01/2019

	Rates	Fringes
Diver Tender	$ 49.14	50.98
Diver	$ 69.22	50.98

CARP1556-011 07/01/2019

	Rates	Fringes
Carpenters:		
TIMBERMEN	$ 50.05	50.28

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* ELEC0003-001 04/11/2019

	Rates	Fringes
ELECTRICIAN		
Electricians	$ 56.00	76.725%+16.25
Jobbing, and maintenance and repair work	$ 28.50	51.243%+7.50+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

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ELEC1049-001 03/31/2019

QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution		

line work. Fiber optic,

telephone cable and equipment)

Groundman	$ 34.45	23.06
Heavy Equipment Operator	$ 45.93	28.24
Lineman and Cable Splicer	$ 57.41	29.72
Tree Trimmer	$ 30.09	14.12

ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor	$ 64.48	42.103+a+b
Modernization and Repair	$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0014-001 07/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(HEAVY & HIGHWAY)		
GROUP 1	$ 101.71	27.05
GROUP 2	$ 84.01	27.05
GROUP 3	$ 86.69	27.05

GROUP 4	$ 84.62	27.05
GROUP 5	$ 82.96	27.05
GROUP 6	$ 79.68	27.05
GROUP 7	$ 81.17	27.05
GROUP 8	$ 78.85	27.05
GROUP 9	$ 77.19	27.05
GROUP 10	$ 73.82	27.05
GROUP 11	$ 69.01	27.05
GROUP 12	$ 70.53	27.05
GROUP 13	$ 71.06	27.05
GROUP 14	$ 53.74	27.05
GROUP 15	$ 49.99	27.05
POWER EQUIPMENT OPERATOR		
(PAVEMENT-HEAVY & HIGHWAY)		
Asphalt Plants	$ 65.08	27.05
Asphalt roller	$ 76.83	27.05
Asphalt spreader	$ 78.85	27.05
POWER EQUIPMENT OPERATOR		
(STEEL ERECTION)		
Compressors, Welding		
Machines	$ 45.34	31.15
Cranes, Hydraulic Cranes,		
2 drum derricks,		
Forklifts, Boom Trucks	$ 76.43	31.15
Three drum derricks	$ 79.54	31.15
POWER EQUIPMENT OPERATOR		
(UTILITY)		
Horizontal Boring Rig	$ 75.02	27.05
Off shift compressors	$ 62.44	27.05
Utility Compressors	$ 49.67	27.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50

150' to 249' boom - add .75

250' to 349' boom - add 1.00

350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75

150' to 249' boom - add 2.00

250' to 349' boom - add 2.25

350' to 450' boom - add 2.75

Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

ENGI0014-002 07/01/2019

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1	$ 79.02	27.05
GROUP 2	$ 83.68	27.05
GROUP 3	$ 76.35	27.05
GROUP 4	$ 69.51	27.05
GROUP 5	$ 52.21	27.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add 1.75

150'-249' boom - add 2.00

250'-349' boom - add 2.25

350'-450' boom - add 2.75

Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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ENGI0015-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
HEAVY AND HIGHWAY		
GROUP 1	$ 65.94	32.95
GROUP 2	$ 63.98	32.95
GROUP 3	$ 60.69	32.95
GROUP 4	$ 57.42	32.95
GROUP 5	$ 39.70	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manfufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs,

Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a 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 Hoist (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, 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 ten (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 including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add 1.75

150'-249' boom - add 2.00

250'-349' boom - add 2.25

350'-450' boom - add 2.75

Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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ENGI0015-002 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
BUILDING		
GROUP 1	$ 65.94	32.95
GROUP 2	$ 63.98	32.95
GROUP 3	$ 57.42	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching machines, Gunite machines, Compressors (3 or more in Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All equipment in same is manned by two (2) men only, Driving Truck Cranes

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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IRON0040-002 07/01/2019

BRONX, NEW YORK, RICHMOND

	Rates	Fringes

IRONWORKER, STRUCTURAL.....$ 51.45 78.42

IRON0046-003 07/01/2019

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND		
REINFORCING IRONWORKERS.....$	44.65	46.67

IRON0197-001 07/01/2019

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN.....$	50.91	54.11

IRON0361-002 07/01/2019

KINGS, QUEENS

	Rates	Fringes
Ironworkers:		
(STRUCTURAL).....$	51.45	78.42

IRON0580-001 07/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....$	45.15	55.62

LABO0006-001 07/01/2016

	Rates	Fringes
LABORER (Cement and Concrete		
Workers).....$	42.48	17.35

LABO0029-001 07/01/2017

	Rates	Fringes
Laborers:		
Heavy		
Blasters (hydraulic trac drill)	$ 47.15	35.49
Blasters	$ 46.27	35.49
Hydraulic Trac Drill	$ 41.29	35.49
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker	$ 39.34	35.49
Powder Carriers	$ 35.17	35.49

LABO0078-001 12/01/2016

	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION		
ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc)	$ 36.00	16.20

LABO0079-001 07/01/2018

	Rates	Fringes
LABORER (Building Construction)		

Demolition Laborers		
(Interior)		
Tier A	$ 37.44	23.60
Tier B	$ 26.63	17.57
Mason Tender/General		
Laborer	$ 40.65	28.85

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolitioned.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LABO0147-001 07/01/2016

	Rates	Fringes
LABORERS (FREE AIR & TUNNEL)	$ 72.67	47.72

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

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LABO0731-001 07/01/2016

	Rates	Fringes

LABORER

Building, Heavy and

Residential Construction

LABORER: (Asbestos, Lead,

Hazardous Waste Removal

(including

soil)/CEMENT/CONCRETE.....$ 41.00 38.53

UTILITY LABORER.....$ 40.85 38.53

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2019

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer	$ 42.98	43.91
FORMSETTERS	$ 46.85	43.91
LABORERS	$ 42.98	43.91
Landscape Planting & Maintenance	$ 42.98	43.91
Maintenance Safety Surface	$ 42.98	43.91
Slurry/Sealcoater/Play Equipment Installer	$ 42.98	43.91
Small Equipment Operator (Not Operating Engineer)	$ 42.98	43.91
Small Power Tools Operator	$ 42.98	43.91

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1010-002 07/01/2019

	Rates	Fringes

Laborers-Asphalt Construction:

Micro Paver	$ 47.45	43.91
Raker	$ 46.85	43.91
Screedperson	$ 47.45	43.91
Shoveler (Production Paving Only)	$ 42.98	43.91
Small Equipment Operator (Asphalt)	$ 42.98	43.91

PAIN0009-001 05/01/2019

	Rates	Fringes
GLAZIER	$ 46.05	43.37
PAINTER		
Painters, Drywall Finishers, Lead Abatement Worker	$ 45.70	27.67
Spray, Scaffold and Sandblasting	$ 48.70	27.67

PAIN0806-001 10/01/2018

	Rates	Fringes
Painters:		
Structural Steel and Bridge	$ 49.50	41.88

PAIN1974-001 06/28/2018

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers	$ 47.82	25.21

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* PLAS0262-001 08/01/2019

	Rates	Fringes
PLASTERER	$ 45.73	30.37

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* PLAS0262-002 08/01/2019

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER	$ 45.73	30.37

PLAS0780-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 51.97	33.56

PLUM0001-001 10/01/2018

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND SERVICE		
Any repair and/or replacement of the present plumbing system that does not change the existing roughing	$ 42.30	17.11
PLUMBERS:	$ 68.40	33.80

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* PLUM0638-001 07/26/2019

	Rates	Fringes
PLUMBER		
SERVICE FITTERS	$ 41.75	14.00
SPRINKLER FITTERS, STEAMFITTERS	$ 57.50	50.39

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including

but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008-003 07/01/2019

	Rates	Fringes
ROOFER	$ 43.50	33.87

SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION	$ 50.91	36.70
RESIDENTIAL CONSTRUCTION	$ 27.22	16.48

TEAM0282-001 07/01/2019

	Rates	Fringes
TRUCK DRIVER		
Asphalt	$ 42.68	46.9025+a
Euclids & Turnapulls	$ 44.40	49.0325+a
High Rise	$ 52.39	47.6925+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2)

days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Department of Design and Construction

INFRASTRUCTURE DIVISION

BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: SANDRESEP

EAST SIDE COASTAL RESILIENCY
PARK RECONSTRUCTION FROM JACKSON STREET TO CHERRY STREET
AND RELOCATION OF TREES AT VARIOUS LOCATIONS

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