

**THE CITY OF NEW YORK
DEPARTMENT OF PARKS & RECREATION
Michael Bloomberg, Mayor
Adrian Benepe, Commissioner**

REQUEST FOR PROPOSAL

The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed to the City's prestige as a global destination. As part of this effort, Parks & Recreation is pleased to announce the following contracting opportunity:

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

SUBMISSION DEADLINE

January 28, 2009

AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

Name:	Grace Fields-Mitchell
Title:	RFP Project Manager
Mailing Address:	City of New York, Parks & Recreation Olmsted Center, Room 61 Flushing Meadows-Corona Park Flushing, New York 11368
Telephone #:	(718) 760-6687
Fax #:	(718) 760-6884
E-Mail Address:	grace.fields-mitchell@parks.nyc.gov



Printed on paper containing 30% post-consumer material.

REQUEST FOR PROPOSAL

**Architectural Design Services to Prepare Documents as needed for
the Construction and Reconstruction of Various Park Buildings and
Facilities, located in the Five Boroughs of the City of New York**

PIN #: 8462008C000D01-8

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A. Release Date of this Request for Proposals: December 30, 2008

B. RFP Schedule

The following is the estimated schedule for receipt, evaluation, and selection of proposals. This is only an estimate and is provided for planning purposes only:

- a) Week 1: Proposals due
- b) Week 5: Consultant Selection
- c) Week 10: Award consultant contract
- d) Week 14: Registration of consultant contract

C. Proposal Submission Deadlines:

- a) The proposal shall be hand delivered on or before **4:00 PM**, on **January 28, 2009**. Proposals shall be clearly marked with the title of the RFP on the exterior of the envelope or other packaging. The proposal shall also contain the Proposal Cover Letter (Attachment A).
- b) The outer envelope enclosing any materials submitted in response to this RFP shall be addressed as follows:

FROM: Proposer Name/Address

TO: City of New York Parks & Recreation
Olmsted Center, Room 61
Flushing, Meadows-Corona Park
Flushing, New York 11368

Attention: Grace Fields-Mitchell
Consultant Procurement

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK

P.I.N.: 8462008C000D01-8

DATE OF ISSUE: December 30, 2008

RESPONSES DUE: January 28, 2009

- c) Respondents shall be responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the information required in item "D" above, appears on the outer envelope used by such service.
- d) Respondents are advised to allow extra time for delivery to Olmsted Center, to ensure that the proposals are received before the deadline.



E-mailed or faxed proposals will not be accepted by the Agency.

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Proposals received at this location after the submission deadline are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules.

D. Inquiries:

In the event a proposer requires an explanation regarding the meaning or interpretation of this RFP, a request for such shall be made in writing no later than one week prior to the submission date prescribed in the RFP. Requests shall be made to the Agency Authorized Contact person. E-mail or inquiries sent by facsimile will be accepted. Substantive responses will be issued in writing as an addenda to the RFP and posted on the Agency website at <http://www.nyc.gov/parks>.

A. Purpose of RFP

The City of New York Department of Parks and Recreation (the “Agency”) announces an opportunity for Design Excellence in public architecture. The Agency is seeking up to eight appropriately qualified Architectural Design firms to perform architectural, engineering, and construction-related services for various construction projects, as selected by the Commissioner on a Work Order basis Citywide.

The selected consultants would demonstrate an understanding and commitment to the City of New York’s goal of design excellence. Designs produced by these consultants would incorporate a cost effective design approach fully considering life cycle analysis in selection of materials and systems, a balance of innovative design and traditional operating and maintenance practices including building durability and ease of maintenance, building systems and space layout that provide safety, high performance systems that provide value and sustainability while protecting health and environmental concerns, and accessibility for all building users.

B. Objective of the RFP

In order to have architectural and engineering services performed in a timely manner for various construction projects, it is the Agency’s intention to have available eight requirements-type contracts for architectural and engineering services to be used on an as needed basis. The fee for such services may be calculated via a fee curve as shown in **Attachment D**, hourly rates, by entering into negotiations with the contractor, or any combination of the fee curve, hourly and negotiation. The fee curve is subject to adjustments for simplicity and complexity factors as outlined in Part I, Article 6, paragraph 4(d) of the attached Contract.

When the need for such services arises, the consultants awarded contracts will be invited to submit a brief secondary project-specific proposal. The firm that is determined by the agency to be most suitable for the project will be selected. Upon selection, the Commissioner will issue a project specific Work Order to the selected Consultant.

D. Anticipated Contract Term and Amount

It is anticipated that the term of each contract awarded from this RFP will be for 730 consecutive calendar days. The total maximum amount for each of these Contracts shall be \$2,000,000.00.

E. Exclusion from Participation in Subsequent Solicitation(s)

This RFP is for the drafting of specifications for a subsequent solicitation(s). The selected proposer from this RFP shall not be allowed to participate, whether as a contractor or sub-contractor, in response to a subsequent solicitation(s) utilizing the specifications it drafted, except as provided under New York City’s Procurement Policy Board Rules.

WORK ASSIGNMENTS

Throughout the term of this Contract, as the need arises, the Agency will solicit brief secondary project specific proposals from all eligible consultants. The consultants will be asked to submit staffing and methodology unique to the specified project. Such proposals will be scored and ranked by an evaluation committee or by any other means as determined by the Agency. The Commissioner will then issue a Work Order to the highest ranked consultant. Upon issuance of the Work Order, the consultant shall provide services in accordance with Part I, Article 1 of the attached Contract, which sets forth the requirement of the Consultant performing the task. The consultant shall not perform services for the project until the Commissioner has issued a Work Order under Part I, Article 2 of the Contract.

A. Consultant's Personnel

The Consultant agrees, throughout the term of this Contract, to provide personnel for the performance, including but not limited to all required architectural, engineering and construction-related services for the project, as directed by the Commissioner. The Consultant shall provide such personnel through its own employees and/or through its sub-consultants.

B. Payment for Services

The Design Fee shall be an amount which shall cover all costs and expenses incurred by the Consultant and/or its sub-consultants in the performance of all design and construction related service required for the project, including all expenses related to management, overhead and any anticipated profit, exclusive of any expenses and anticipated profit for (a) additional professional services and (b) reimbursable services as set forth in Part I, Article 8 of the Contract.

The Design Fee may be determined by one of the following ways : (1) Calculated via a Fee Curve as specified in Attachment D, (2) All-inclusive Hourly Rates for specified titles of personnel as specified in Attachment F, (3) by entering into negotiations with the contractor or (4) any combination of the fee curve, hourly rates and negotiation, as more specified as follows:

A. Fee Curve: The amount of the Design Fee shall be calculated as a percent of the total estimated cost of construction for the project. The Design Fee may be adjusted by complexity/simplicity factors as described in Part I, Article 6, paragraph 4(d) of the attached Contract. For estimated construction costs between the dollar levels designated, the Design Fee will be interpolated on a straight-line basis. The Design Fee shall not be subject to adjustment for services performed during overtime hours.

B. All Inclusive Hourly Rates: The Schedule of All Inclusive Hourly Rates for the specified titles of personnel shall be deemed to include 1) all costs and expenses incurred by the proposer and/or its sub-consultants in the performance of all required services for the project; 2) all cost and expenses related to the management and oversight, including without limitation, any time spent by principals performing such duties; (3) all costs and expenses related to overhead; and (4) any anticipated profit. Such rates shall only be used for those services, if any, the proposer is directed to perform on a Time Card basis (for example, Additional Professional Services) and shall apply to all hours during which such personnel perform services for the Project, including overtime hours.

C. Participation by Minority Owned and Women Owned Business Enterprises in City Procurement

The contract resulting from this Request for Proposals will be subject to Local Law 129 of 2005, the Minority-Owned and Women-Owned Business Enterprise (M/WBE) program. Please refer to Attachments G for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms.

Note: As fully explained in the Notice to Prospective Contractors -- part of Attachment G if you are planning to file a waiver of the Target Subcontracting Percentage, the waiver must be submitted to the Agency at least seven days prior to the proposal due date and time in order to be timely considered.

D. Compliance With Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form (Attachment F) and return it with this *proposal submission*, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the *proposal submission* is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered

E. Federal Transportation Law – Safe, Accountable, Flexible, Efficient Transportation Act – A Legacy for Users (SAFETEA-LU)

A portion of the funds for this contract may be provided pursuant to the U.S. Department of Transportation through the Safe, Accountable, Flexible, Efficient Transportation Act – A Legacy for Users (SAFETEA-LU). Consultants awarded a contract will be required to comply with applicable Federal and State requirements for those secondary project specific proposals and work orders which have the SAFETEA-LU funding.

Proposers should take special note of the Procedures for Locally Administered Federal Aid Projects, Chapter 6 – Consultant Procurement and Administration and Chapter 13 – Affirmative Action Contract Requirements. For further details see the New York State Department of Transportation's website at www.dot.state.ny.us.

The Design Fee for those secondary project specific proposals and work orders will be determined by entering into negotiations with the contractor.

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" paper. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

PROPOSAL SUBMISSION REQUIREMENTS (1 Original & 5 Copies)

Design Firms will be evaluated on the basis of portfolio submission and technical information as prescribed below.

A. Introductory Material:

1. Cover Letter (maximum 1 page): Submit a cover letter (see Attachment A), indicating the firm's name and address and telephone number of the person authorized to represent the firm.
2. Summary (maximum 2 pages): Submit a brief statement of the design philosophy for the Design Firm, the Design Firm's ability to manage complex projects at multiple sites, as well as, the Design Firm's ability to provide personnel with relevant experience.

B. Relevant Experience of Design Firm:

1. Design Firm Portfolio: Submit portfolio documentation bound in an 8 ½" x 11" format. The portfolio must illustrate experience in four categories of project scope,

- Reconstruction of Existing Facilities
- Construction of New Facilities
- Restoration of Historically Sensitive Facilities, Landmarked or of Landmark Quality
- Reconstruction/Restoration for Adaptive Re-use

The design firm may submit documentation for up to six projects with **at least one project for each category** (maximum of five pages per project). Documentation should include:

- a. Up to a one-page typewritten narrative description of the project, including design objectives, approach, results, project significance and key features.
- b. Graphic representation including a representative floor plan and either a site plan or building section. Drawings are to be in an 8 x 10 format. Representative photographs are encouraged.
- c. A completed Performance Evaluation form for each project (see Attachment B)

The Design Firm Portfolio should specifically demonstrate through the projects cited above their capability in the following areas:

- Innovative design methodology and respondent's ability to lead the design process.
- Responsiveness to specific client requirements, including budget and program and designs to the standards set by the client and/or helps elevate those standards at the behest of the client.
- Elements of sustainable architecture and high performance standards.
- Philosophy and design intent of cited past projects in terms of:
A design philosophy that includes synthesizing unique aspects of the project and indicates a way for good design to solve a critical problem.
- Recognition of the significance of the unique contextual components of the site, synthesis of design with adjacent structures and importance of preserving buildings and landscape features or areas of historical or

aesthetic significance. Ability to incorporate universal design and elements of sustainable architecture and high performance standards.

2. Design Firm Capability:

- Resources, ability and record of performance to commence and complete work to the satisfaction of the client.
- Resources, ability, and record of performance to commence and complete multiple projects of reasonable magnitude simultaneously.

3. Design Firm Profile: Provide a profile of key staff members of the Design Firm (maximum three pages) that includes the following:

- a. Education, credentials, professional experience, accomplishment, awards and design recognition inclusive of the portfolio examples and publications.
- b. Description of areas of responsibility and demonstration of ability to coordinate the various disciplines required to execute and complete projects to satisfaction of client.
- c. Description of design skills, experience with USGBC LEED requirements and an ability to execute projects in a timely manner.

4. Completed Standard Form 254 (SF-254) which lists the number of current full-time staff and the projects on which the firm is currently working, have completed and future projects and commitments. Provide the value of these contracts and their schedule.

5. Completed Standard Form 255 (SF-255) which identifies the Project Team. A resume of each person on the project team should also be submitted in the SF-255 form. Identification of Sub-Consultants/Disciplines

1. Provide a list identifying each sub-consultant that will perform work (i.e., Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing Design, Preservation Specialist and Landscape Architecture). Use Attachment C to identify such sub-consultants. In the case that the Proposer intends to perform any of the services as shown in Attachment C with its own in-house staff, the Proposer shall state so in Attachment C. Any work performed by either in-house staff or Sub-consultants pursuant to this section shall be evaluated as outlined in Section V, B(4).

2. Visual materials of each sub-consultant's past work relevant to this contract (maximum 5 pages, 8 1/2" x 11" format). These may be in the form of a printed brochure, photographs, drawings or similar images. Submitted materials should demonstrate firm's experience as follows:

- a. Expertise in providing design solutions in various building typologies.
- b. Related experience and ability to design and build projects of similar nature
- c. Resources, ability and record of performance to commence and complete work to the satisfaction of the Agency.
- d. If Proposer submits that some design services intended for sub-consultant will be performed by its own in-house services, such individual disciplines performed by the Proposer shall be evaluated in accordance with the above criteria.

3. Completed Standard Form 254 (SF-254) for each sub-consultant which lists the number of current full-time staff and the projects on which the firm is currently working, have completed and future projects and commitments. Provide the value of these contracts and their schedule.

4. Completed Standard Form 255 (SF-255) for each sub-consultant which identifies the Project Team. A resume of each person on the project team should also be submitted in the SF-255 form.

C. Acknowledgment of Addenda

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The Acknowledgment of Addenda form (**Attachment H**) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency. The proposer should complete this form as instructed on the form.

D. Proposed Schedule Of All Inclusive Hourly Rates

The Proposed Schedule Of All Inclusive Hourly Rates shall be submitted in a separate sealed package. For each title indicated in the Schedule of Fees set forth in Appendix E of this RFP package, the Respondent shall specify a fee per title within the monetary range specified in the Range For Architecture All-Inclusive Hourly Rates set forth in Appendix E, which consists of the following:

a). All Inclusive Hourly Rate: The Schedule of All Inclusive Hourly Rates for the specified titles of personnel shall be deemed to include (1) all costs and expenses incurred by the proposer and/or its sub-consultants in the performance of all required services for the project; (2) all cost and expenses related to the management and oversight, including without limitation, any time spent by principals performing such duties; (3) all costs and expenses related to overhead, including administrative costs; and (4) any anticipated profit.

The rate submitted shall be the maximum rate to be invoiced for that title during the term of the contract.

b). Estimated Hours Per Title: Estimated hours per title were established by the Agency and included in the Schedule of Fees for calculation purposes.

c). Estimated Fee Per Title: (a x b).

Total Estimated Fee: The sum of the estimated fees per title.

Note: Only one fee per title listed will be accepted. No titles may be added or omitted. If more than one fee is submitted per title the highest cost will be used. A fee must be included for each title, where fees per title are omitted the Agency will insert the highest fee submitted for that title by other proposers.

E. Other Documents

Proof of filing of the appropriate VENDEX Questionnaires for the Proposer. All Proposers that are under consideration for the award of a single contract valued at \$100,000 or more, or whose aggregate business with the City in the prior 12 months, including the proposed contract, is \$100,000 or more must have completed VENDEX Questionnaires on file with the Mayor's Office of Contracting Services. All Proposers and their sub-consultants are advised that they should file VENDEX questionnaire(s) accordingly and submit to the Agency proof that VENDEX has been filed. Further information regarding VENDEX is available on the internet at www.nyc.gov/VENDEX.

F. Information submitted in response to paragraph A through E above must be clearly indicated.

A. Evaluation Procedures

An Agency Evaluation Committee, which may include an independent design professional, will review, evaluate and score all Proposals pursuant to the criteria described below. This evaluation will determine each respondent's score. The Agency reserves the right to interview respondents and visit their offices for the purpose of clarifying their proposals, after which their initial scores may be re-evaluated. Respondents will be ranked in accordance with their scores and up to eight firms with the highest scores will be awarded contracts.

The Evaluation Committee scores the respondents/ proposals based upon the criteria established in the RFP. Respondents will be ranked in accordance with the scoring.

1. Design Firm Portfolio (Weighted 35%)

Extent to which the Design Firm's portfolio demonstrates the following:

- Innovative design methodology and respondent's ability to lead the design process.
- Responsiveness to specific client requirements, including budget and program and designs to the standards set by the client and/or helps elevate those standards at the behest of the client.
- Elements of sustainable architecture and high performance standards.
- Philosophy and design intent of cited past projects in terms of:
A design philosophy that includes synthesizing unique aspects of the project and indicates a way for good design to solve a critical problem.
- Recognition of the significance of the unique contextual components of the site, synthesis of design with adjacent structures and importance of preserving buildings and landscape features or areas of historical or aesthetic significance. Ability to incorporate universal design and elements of sustainable architecture and high performance standards.

2. Design Firm Profile (Weighted 20%)

Extent to which the Design Firm's profile demonstrates the following:

- a. Education, credentials, professional experience, accomplishment, awards and design recognition inclusive of the portfolio examples and publications.
- b. Description of areas of responsibility and demonstration of ability to coordinate the various disciplines required to execute and complete projects to satisfaction of client.
- c. Description of design skills, experience with USGBC LEED requirements and an ability to execute projects in a timely manner.

3. Design Firm Capability (Weighted 20%)

Extent to which the Design Firm demonstrates the following:

- Resources, ability and record of performance to commence and complete work to the satisfaction of the client.
- Resources, ability, and record of performance to commence and complete multiple projects of reasonable magnitude simultaneously.

4. Experience of Sub-consultants Disciplines (Weighted 25%)

Extent to which the Sub-consultants demonstrate:

- a. Expertise in providing design solutions in various building typologies.
- b. Related experience and ability to design and build projects of similar nature

- c. Resources, ability and record of performance to commence and complete work to the satisfaction of the ¹² Agency.
- d. If Proposer submits that some design services intended for sub-consultant will be performed by it's own in-house services, such individual disciplines performed by the Proposer shall be evaluated in accordance with the above criteria.

The Agency will open up to eight of the sealed Proposed Schedule of All Inclusive Hourly Rates for those proposers that fall into the competitive range. The Agency may enter into fee negotiations for any and/or all of the Proposed Schedule of All Inclusive Hourly Rates with those proposers whose Proposed Schedule of All Inclusive Hourly Rates were opened. The Agency reserves the right to cease negotiations with any proposer for any reason including, but not limited to, when the Agency, in its sole discretion, determines that the fee is not reasonable, that it is not in the best interests of the City to accept the fee for any reason, that continuing discussions with the proposer are causing delays in the project, and/or for reasons related to the proposers' failure or refusal to engage in good faith negotiations. In the event that the Agency ceases negotiation for any reason, the Agency may proceed with negotiation another proposer(s) that falls within the competitive range. Prior to ceasing negotiations, the Agency will notify the proposer in writing as to the reason why such negotiations are being ceased. After receiving such notification, the proposer will be allowed a final opportunity to resolve, cure and/or rectify the reason regarding the ceasing of negotiations.

The Agency's intention is to award eight requirements-type contracts, however, the Agency reserves the award less than eight contracts.

C. Basis for Contract Award

A contract will be awarded to the responsible proposers whose proposals are determined to be the most advantageous to the City, taking into consideration such factors or criteria which are set forth in this RFP.

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-2797. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of Federal, New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010.

C. General Contract Provisions.

The successful proposer will be required to sign the Agency's standard contract for design consultant services. A sample draft copy is attached to this RFP. The requirements for performance of this contract, as well as insurance, payment terms and all other provisions are contained in the contract. The City's contract will be with the proposer and the City has no financial obligation to sub-consultants. However, the proposer and all sub-consultants are subject to the City's contracting requirements, including Equal Employment Opportunity (Executive Order #50 as revised).

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon, as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

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L. Charter Section 312(a) Certification. The Agency has determined that the Proposer to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

Agency Chief Contracting Officer Signature _____ Date _____

M. Non-Binding Acceptance of Proposals. Any information that may have been released either orally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither the City nor the proposer. Although discussions may be conducted with Proposers submitting acceptable proposals, award may be made without any discussions.

N. Confidentiality. The contents of a proposer's RFP response are not deemed confidential unless the proposer identifies those portions of its response, which it deems confidential, or containing proprietary information, or trade secrets. The proposer must provide justification as to why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal.

O. Reserved Rights. All proposal material submitted becomes the property of the City and the City reserves the right, at its sole discretion, to:

1. Reject any and all proposals received in response to this RFP;
2. Award a contract to other than the lowest-fee proposer;
3. Waive, modify or correct any irregularities in proposals received, after prior notification to the proposer;
4. Use without limitation any or all of the ideas from submitted proposals;
5. Contract for all or selected parts of the proposer's proposal, selecting from the services offered without affecting the itemized pricing;
6. Extend the time for submission of all proposals after notification to all prospective proposers known to have received the RFP;
7. Conduct discussions with offerers submitting acceptable proposals, award may be made without any discussion;
8. Terminate negotiations with a selected proposer and select the next most responsive proposer, or take such other action as deemed appropriate if negotiations fail to result in a signed contract within a reasonable time of the commencement of negotiations as determined by the Commissioner;
9. Postpone or cancel this RFP, in whole or in part, and to reject all proposals.

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!
Submit a NYC-FMS Vendor Application - Call 212/857-1680

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

ATTACHMENT A

PROPOSAL COVER LETTER

ISSUE DATE: December 30, 2008

REQUEST FOR PROPOSALS

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK

PIN #: 8462008C000D01-8

ATTACHMENT A

PROPOSAL COVER LETTER

RFP TITLE: _____

PIN #: _____

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____

FAX #: _____

E-mail address: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

☐

Yes

☐

No

ATTACHMENT A

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
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LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

ATTACHMENT B

PERFORMANCE EVALUATION FORM

ISSUE DATE: December 30, 2008

REQUEST FOR PROPOSALS
ATTACHMENT B
PERFORMANCE EVALUATION FORM

PROJECT: _____

LOCATION: _____

CLIENT/OWNER ADDRESS: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NUMBER: _____

DESIGN DURATION: _____

ENGINEER'S ESTIMATE: _____

BUDGET PRICE: _____

BID PRICE: _____

FINAL CONSTRUCTION COST: _____

CONSTRUCTION START DATE: _____

CONSTRUCTION COMPLETION DATE: _____

CONSTRUCTION SUPERVISOR: _____

CONSTRUCTION SUPERVISOR ADDRESS: _____

CONTACT PERSON & TITLE: _____

TELEPHONE NUMBER: _____

ATTACHMENT B

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

ATTACHMENT C

PROPOSED LIST OF SUB-CONSULTANTS

ISSUE DATE: December 30, 2008

REQUEST FOR PROPOSALS**ATTACHMENT C****PROPOSED LIST OF SUB-CONSULTANTS****A. FORM FOR IDENTIFICATION OF SUB-CONSULTANTS**

As set forth in Section IV of the RFP, the Proposer must identify by name the specific Sub-consultants the proposer intends to use to perform the required services. Specifically, identify the Sub-consultants for the services set forth below. If for any of the areas set forth below, the Proposer intends to perform the services with its own employees, so indicate by inserting the words "In House".

Structural Engineering:	_____
Civil Engineering:	_____
Electrical Engineering:	_____
Mechanical Engineering:	_____
Plumbing Design:	_____
Landscape Architecture:	_____
Preservation Specialist:	_____
Geotechnical Engineer	_____

ATTACHMENT C

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

ATTACHMENT D

FEE CURVE

ISSUE DATE: December 30, 2008

REQUEST FOR PROPOSALS

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK

**PIN #: 8462008C000D01-8
ATTACHMENT D**

FEE CURVE

Estimated Construction Cost	Fee Curve	Fee Amount
\$25,000,000	6.41%	\$1,602,566.47
\$20,000,000	6.71%	\$1,342,872.44
\$15,000,000	6.86%	\$1,029,526.75
\$14,000,000	6.91%	\$966,868.16
\$13,000,000	6.95%	\$903,561.31
\$12,000,000	7.00%	\$839,938.25
\$11,000,000	7.05%	\$775,856.67
\$10,000,000	7.11%	\$711,490.50
\$9,000,000	7.22%	\$649,827.99
\$8,000,000	7.37%	\$589,430.35
\$7,500,000	7.47%	\$560,101.13
\$7,000,000	7.57%	\$529,770.56
\$6,000,000	7.63%	\$457,883.66
\$5,000,000	7.82%	\$391,056.26
\$4,500,000	8.13%	\$366,014.96
\$4,000,000	8.45%	\$337,847.31
\$3,500,000	8.76%	\$306,555.43
\$3,000,000	9.07%	\$272,137.21
\$2,750,000	9.23%	\$253,756.51
\$2,500,000	9.38%	\$234,594.76
\$2,250,000	9.54%	\$214,650.89
\$2,000,000	9.70%	\$193,925.96
\$1,750,000	9.85%	\$172,419.97
\$1,500,000	10.01%	\$150,132.93
\$1,250,000	10.17%	\$127,063.77
\$1,000,000	10.32%	\$103,213.56
\$875,000	11.10%	\$97,148.49
\$750,000	11.88%	\$89,130.26

\$600,000	12.82%	\$76,929.52
\$500,000	13.45%	\$67,233.22
\$400,000	14.07%	\$56,286.80
\$300,000	14.70%	\$44,090.28
\$250,000	15.01%	\$37,523.48
\$200,000	15.32%	\$30,643.63
\$150,000	15.63%	\$23,451.78
\$100,000	15.95%	\$15,946.87

Note: The Fee Curve does not apply to those projects that are federally funded.

ATTACHMENT D

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

ATTACHMENT E

SCHEDULE OF ALL INCLUSIVE HOURLY RATES

ISSUE DATE: December 30, 2008

REQUEST FOR PROPOSALS

ATTACHMENT E

PIN #'s

PROPOSED SCHEDULE OF ALL INCLUSIVE HOURLY RATES

APPENDIX - LIST OF TITLES**ALL INCLUSIVE HOURLY RATES**

Architectural & Landscape Architectural Personnel					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal (Partner or Officer)					
Project Architect					
Project Manager					
Senior Architectural Designer					
Junior Architectural Designer					
Senior Interior Designer					
Junior Interior Designer					
Programming Specialist					
Senior Landscape Architect					
Junior Landscape Designer					
CAD Draftsperson					
Engineering Personnel					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal (any discipline)					
Project Engineer					
Project Manager					
Senior Structural Engineer					
Senior Electrical Engineer					
Senior Plumbing Engineer					
Senior HVAC Engineer					
Senior Civil Engineer					
Junior Structural Engineer					
Junior Electrical Engineer					
Junior Plumbing Engineer					
Junior HVAC Engineer					
Junior Civil Engineer					
Engineering Technician					
Engineering CAD Draftsperson					

STAFFING REQUIREMENTS					
LIST OF TITLES AND ALL INCLUSIVE HOURLY RATES					
Estimating & Specifications Personnel					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal					
Senior Estimator					
Junior Estimator					
Senior Specification Writer					
Junior Specification Writer					
Estimating/Specifications Technician					
Personnel for Hazmat Services					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal					
Hazmat Project Manager					
Hazmat Project Designer					
Hazmat Inspector / Investigator					
Hazmat Monitor					
Personnel for Various Specialties					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal (any specialty)					
Historic Preservation Specialist					
Masonry Conservation Specialist					
Archeologist					
Theater Design Specialist					
Lighting Specialist					
Museum Exhibit Specialist					
Acoustician					
Fire Protection Specialist					
Geotechnical Specialist					
High Performance Design Specialist					

ATTACHMENT E

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

ATTACHMENT F

DOING BUSINESS DATA FORM

What is the purpose of this *Data Form*?

To collect accurate, up-to-date identification information about entities that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), the recently passed campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of these entities and mandates the creation of a *Doing Business Database* to allow the City to enforce the law. The information requested in this *Data Form* must be provided, regardless of whether the entity or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this *Data Form*?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this *Data Form* is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the *Data Form*. Exceptions include transactions awarded on an emergency basis or by publicly advertised, non-pre-qualified competitive sealed bid. Other types of transactions that are considered business dealings include real property and land use actions with the City.

What entities will be included in the *Doing Business Database*?

Entities that hold \$100,000 or more in grants, contracts for goods or services, franchises or concessions (\$500,000 or more for construction contracts), along with entities that hold any economic development agreements or pension fund investment contracts, are considered to be doing business with the City for the purposes of LL 34 and will be included in the *Doing Business Database*. Because all of the business that an entity does or proposes to do with the City will be added together, the *Data Form* must be completed for all covered transactions even if an entity does not currently do enough business with the City to be listed in the *Database*.

What individuals will be included in the *Doing Business Database*?

The principal officers, owners and certain senior managers of entities listed in the *Doing Business Database* are themselves considered to be doing business with the City and will also be included in the *Database*.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer (COO), or their functional equivalents. See the *Data Form* for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% or more of the entity. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed or the *Data Form* will be considered incomplete.

I provided some of this information on the VENDEX Questionnaire; do I have to provide it again?

Although the *Doing Business Data Form* and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the *Data Form* requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the *Data Form* be completed?

A joint venture that does not yet exist must submit *Data Forms* from each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.

Will the information on this *Data Form* be available to the public?

The names and titles of the officers, owners and senior managers reported on the *Data Form* will be made available to the public, as will information about the entity itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

No one in my organization plans to contribute to a candidate; do I have to fill out this *Data Form*?

Yes. All entities are required to return this *Data Form* with complete and accurate information, regardless of the history or intention of the entity or its officers, owners or senior managers to make campaign contributions. The *Doing Business Database* must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

I have already completed a *Doing Business Data Form*; do I have to submit another one?

Yes. An entity is required to submit a *Doing Business Data Form* each time it proposes on or enters a transaction considered business dealings with the City. However, the *Data Form* has both a No Change option, which only requires an entity to report its EIN and sign the last page, and a Change option, which allows an entity to only fill in applicable information that has changed since the previous completion of the *Data Form*. No entity should have to fill out the entire *Data Form* more than once.

How does a person remove him/herself from the *Doing Business Database*?

Any person who believes that s/he should not be listed may apply for removal from the *Database* by submitting a Request for Removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the entity, or the entity no longer being in business. Entities may also update their database information by submitting an update form. Both of these forms are available online at www.nyc.gov/mocs (once there, click MOCS Programs) or by calling 212-788-8104.

How long will an entity and its officers, owners and senior managers remain listed on the *Doing Business Database*?

- **Contract, Concession and Economic Development Agreement holders:** generally for the term of the transaction, plus one year.
- **Franchise and Grant holders:** from the commencement or renewal of the transaction, plus one year.
- **Pension investment contracts:** from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
- **Line item and discretionary appropriations:** from the date of budget adoption until the end of the contract, plus one year.
- **Contract proposers:** for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
- **Franchise and Concession proposers:** for one year from the proposal submission date.

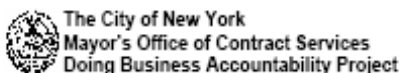
For information on other transaction types, contact the Doing Business Accountability Project.

What are the new campaign contribution limits for people doing business with the City?

Contributions to City Council candidates are limited to \$250 per election cycle; \$320 to Borough President candidates; and \$400 to candidates for citywide office. Please contact the NYC Campaign Finance Board for more information at www.nycctfb.info, or 212-306-7100.

The *Data Form* is to be returned to the contracting agency.

If you have any questions about the *Data Form* please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.



Doing Business Data Form

To be completed by the City Agency prior to distribution	
Agency: _____	Transaction ID: _____
Check One: ☐ Proposal ☐ Award	Transaction Type (check one): ☐ Concession ☐ Contract ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City Agency that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- ☐ Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- ☐ Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- ☐ No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: ☐ Yes ☐ No

Entity Type: ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type)
☐ Sole Proprietor ☐ Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer☐ This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CEO: _____ on date: _____**Chief Financial Officer (CFO) or equivalent officer**☐ This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CFO: _____ on date: _____**Chief Operating Officer (COO) or equivalent officer**☐ This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former COO: _____ on date: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do not need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- ☐ The entity is not-for-profit ☐ There are no individual owners ☐ No individual owner holds 10% or more shares in the entity
☐ Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Doing Business Data Form

EIN/TIN: _____

Page 4 of 4

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



Printed on paper containing 30% post-consumer material

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

ATTACHMENT G

**PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE
SUBCONTRACTOR UTILIZATION FORM**

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

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below.

The Contractor must comply with all applicable M/WBE requirements for this Contract.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The "**Target Subcontracting Percentage**" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the Target Subcontracting Percentage, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at or grace.fields-mitchell@parks.nyc.gov via facsimile at (718)760-6844. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

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

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5), i.e., a contract valued at or below \$3M (for projects in New York City) where 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 of the Wicks trades, regardless of what point in the life of the contract such subcontracts will occur, at the time of bid submission. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, 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 (as indicated above) in order to seek certification.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

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

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

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

(a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

12. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such

evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.
4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

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

(k) take any other appropriate remedy.

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

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

6. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.



THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency's Target**This page to be completed by contracting agency****Contract Overview**

Pin # 8462008C000D01-8 FMS Project ID#: _____

Project Title ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK.

Contracting Agency DEPARTMENT OF PARKS & RECREATION

Agency Address OLMSTED CENTER,
FLUSHINGMEADOWS **City** FLUSHING **State** NY **Zip Code** 11368

Contact Person Grace Fields-Mitchell **Title** RFP Project Manager

Telephone # (718) 760-6687 **Email** grace.fields-mitchell@parks.nyc.gov

Project Description (attach additional pages if necessary)

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK.

(1) ✓ Target Subcontracting Percentage

Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services.

30%**Subcontractor Participation Goals**

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

Group	Construction	Professional Services
Black American	%	%
Hispanic American	%	%
Asian American	%	No Goal
Caucasian Female	No Goal	%
Total Participation Goals	(2) %	(3) 30%

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

This page and the next (Part II herein) are to be completed by the bidder/proposer. REQUIRED AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements or the bid/proposal will be deemed non-responsive.

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

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

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

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

☐ DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # _____ FMS Vendor ID # _____

Business Name _____ Contact Person _____

Address _____

Telephone # _____ Email _____

Section II: General Contract Information**1. Define the industry in which work is to be performed.**

- Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.
- Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract (Check one): b. Type of work on Subcontract (Check all that apply):

☐ Construction ☐ Professional Services ☐ Construction ☐ Professional Services ☐ Other

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? _____ %

3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract? ☐ Yes ☐ No

Section III: Subcontractor Utilization Summary

IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).

Step 1:

Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services

Subcontracts under \$1M (4)
(construction/professional services)

Total Bid/Proposal Value

Calculated Target Subcontracting Percentage

\$ _____ ÷ \$ _____ x 100 = _____ %

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

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

SCHEDULE B – cont.**Step 2:**

Calculate value of subcontractor participation goals

Subcontracts under \$1M
(construction/professional services)

- a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services

\$ _____

↓ ↓

- b.
- From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services,
 - If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts.
 - Amounts listed on these lines should add up to the value from line a.

Construction**Professional Services****Subcontracts under \$1M by Industry**

\$ _____

\$ _____

- For Construction enter percentage from line (2) from Page 1.
- For Professional Services enter percentage from line (3) from Page 1.

- c.
- Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**

Total Participation Goals x _____ %

x _____ %

- d. **Value of Total Participation Goals**

\$ _____

\$ _____

Step 3:

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

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

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

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

Section IV: Vendor Certification

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; and 4) agree, if awarded this contract to make all reasonable, good faith efforts to attain the Target Subcontracting Percentage as specified by the Agency, and to solicit and obtain the participation of M/WBEs so as to meet the required Subcontractor Participation Goals.

Signature _____

Date _____

Print Name _____

Title _____

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
Business Name _____
Contact Name _____ Telephone # _____ Email _____
Type of Procurement ☐ Competitive Sealed Bids ☐ Other Bid/Response Due Date _____

PIN # (for this procurement) _____ Type of work on Prime Contract _____ Type of work on Subcontract (Check all that apply):
(Check one):
☐ Construction ☐ Construction ☐ Other
☐ Professional Services ☐ Professional Services

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)
_____ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

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

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)
☐ Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
☐ Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
☐ Other _____

References

List 3 most recent contacts/subcontracts performed for NYC agencies (if any)
CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____
CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____
CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

List 3 most recent contracts/subcontracts performed for other agencies/entities
(complete ONLY if vendor has performed fewer than 3 NYC contracts)
TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____
TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____
TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

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

Signature: _____ Date: _____
Print Name: _____ Title: _____

Shaded area below is for agency completion only
AGENCY CHIEF CONTRACTING OFFICER APPROVAL
Signature: _____ Date: _____
CITY CHIEF PROCUREMENT OFFICER APPROVAL
Signature: _____ Date: _____

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

ATTACHMENT H

ACKNOWLEDGEMENT OF ADDENDA

ISSUE DATE: December 30, 2008

ACKNOWLEDGEMENT OF ADDENDA

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES
LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

PIN #: 8462008C000D01-8

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH
ADDENDUM/CLARIFICATION RECEIVED IN CONNECTION WITH THIS RFP

TECHNICAL CLARIFICATION # 1,	DATED _____, 2009
TECHNICAL CLARIFICATION # 2,	DATED _____, 2009
TECHNICAL CLARIFICATION # 3,	DATED _____, 2009
TECHNICAL CLARIFICATION # 4,	DATED _____, 2009
TECHNICAL CLARIFICATION # 5,	DATED _____, 2009
TECHNICAL CLARIFICATION # 6,	DATED _____, 2009
TECHNICAL CLARIFICATION # 7,	DATED _____, 2009
TECHNICAL CLARIFICATION # 8,	DATED _____, 2009
TECHNICAL CLARIFICATION # 9,	DATED _____, 2009
TECHNICAL CLARIFICATION # 10,	DATED _____, 2009

PART II NO TECHNICAL CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS RFP

PROPOSER (FIRM NAME): _____

PROPOSER (SIGNATURE): _____

ATTACHMENT F

REQUEST FOR PROPOSALS

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK

ATTACHMENT I

DRAFT CONTRACT

ISSUE DATE: December 30, 2008

City of New York
Parks & Recreation

Contract for Services of Consultant

Contract No.:

Citywide

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the City of New York, (the City) acting by and through the Commissioner of Parks and Recreation of the City of New York, (the Commissioner) and _____(Consultant) whose principal Office is _____.

WITNESSETH:

WHEREAS, the City desires to have architectural design services to prepare documents as needed for the construction and reconstruction of various park buildings and facilities located in the five Boroughs of the City of New York, and

WHEREAS, the Consultant has been selected based upon and in consideration of its representation that it can perform the required services set forth herein in a timely and expeditious manner,

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

PART I

SUMMARY AND SCOPE OF WORK

ARTICLE 1. SCOPE OF SERVICES

This contract between the City of New York Department of Parks & Recreation (DPR or Parks) and xxxxx (Consultant) is for architectural services on an as-needed basis for projects managed by the Department of Parks and Recreation throughout the City.

Services to be provided by Consultant include but are not limited to:

1. Studies/Investigations
2. Preparation of schematic plans.
3. Preparation of topographic surveys.
4. Preparation of preliminary construction documents.
5. Preparation of final plans and specifications.
6. Filing with and obtaining approvals from appropriate agencies.
7. Preparing preliminary and final submissions for Art Commission and Landmarks Preservation Commissions.
8. Services during the contract/bid process.
9. Services during construction.

In most instances, the Agency will prepare the scope of work, scope estimate, and, in some cases, schematic plans for each project. At the discretion of the Agency the Consultant may be directed to prepare schematic plans. Consultants will produce biddable construction documents from these schematic designs in accordance with Agency standards.

For payment of said services, DPR shall pay and Consultant agrees to accept payment as specified in Part I, Article 6.

ARTICLE 2. ASSIGNMENT OF WORK

A. The assignment of tasks and project locations shall be by Work Order Letter from the Commissioner. The Work Order Letter for each project shall finalize the fee and performance schedule for each assignment. All work to be done by the Consultant must be authorized by the Commissioner in writing.

B. Selection Procedure: Consultant acknowledges that DPR has contracted with multiple consultants for architectural services on an as needed basis. The selection of the Consultant to perform services for a project pursuant to this Contract shall be in accordance with the procedure set forth below. This selection procedure shall be conducted prior to the issuance of the Work Order

1. Project Specific Proposals Documents: As the need for services arises, the Commissioner shall issue project specific proposal documents to the available consultants. Such documents shall include the following: (i) information concerning the individual project for services are required, and (ii) a description of the project specific proposal to be submitted by the Consultant.
 - a. Project Specific Proposals: The Consultant shall submit project specific proposals in response to the documents specified in the paragraph above. The Consultant shall not be entitled to compensation for costs incurred in connection with the preparation of its project specific proposal.

1. Evaluation: A DPR evaluation committee will review, evaluate and score all project specific proposals based upon the technical evaluation criteria set forth in the project specific proposal documents. This evaluation and scoring will determine each consultant's technical rating. The consultant with the highest technical rating will be issued a Work Order for the individual project. In the event that Consultant or any consultant is unavailable, the DPR shall proceed to issue the Work Order to the next highest rated eligible consultant.
2. Available Consultants: The Commissioner reserves the right not to issue project specific proposal documents to the Consultant and/or to not issue a Work Order to the Consultant if at any time, the Consultant, in the sole opinion of the Commissioner becomes unavailable for the work. For purposes of this section, unavailable shall mean one or more of the following:
 - i. The Consultant has failed to complete services under previously issued work orders in a timely fashion to the satisfaction of the Agency and/or not in accordance with the requirements of this Contract, or
 - ii. The Consultant has failed on a repeated basis to submit project specific proposals in good faith and high quality, or
 - iii. The Consultant's workload from DPR is such that DPR reasonably believes that the Consultant will not complete additional work orders in a timely fashion to the satisfaction of the Agency and in accordance with the requirements of this Contract
 - iv. The Consultant has received a less than satisfactory evaluation and has failed to submit a corrective action plan to the satisfaction of the Commissioner.

C. Supplemental or Additional Work Orders: The Commissioner may issue separate and/or supplementary Work Orders to the Consultant for the performance of services for different phases or portions of the individual project or in the event that a Work Order or the scope of work thereunder is changed or modified. Each Work Order issued hereunder shall specify the items set forth below:

- (i) a description of the individual project for which services are required
- (ii) the services to be performed by the Consultant
- (iii) the method of payment for the performance of services
- (iv) any requirements for scheduling and/or phasing of the services
- (v) time frame for completion of services
- (vi) an overall Not to Exceed amount for the services to be performed. Such overall Not to Exceed amount shall be further broken down into various amounts and/or allowances, depending on the required services and the method of payment specified in the Work Order. Such amounts and/or allowances may include the following: (1) Amount for Design Fee (based upon the Fee Curve); (2) Allowance for Staffing Hours; and (3) Allowance for Reimbursable Services.

- D. Conflicts: In the event of any conflict between a Work Order issued hereunder and any provision of this Contract, the Contract shall take precedence.
- E. No Right to Reject a Work Order: The Consultant shall have no right to reject or decline to perform any Work Order issued under the Contract. Accordingly, any rejection of a Work

Order by the Consultant, expressly made or implied by conduct, shall constitute a material breach of this Contract.

- F. Work by Others: DPR may, for any project or groups of projects, determine that it is not necessary or desirable to offer a specific project under this contract or any other “as needed” consultant contract. DPR reserves its right to issue new Requests for Proposals for any project, to have design services performed by in-house staff or City employees or and to procure services at any time for any project in whatever manner deemed by DPR to be in the best interests of the project, the Agency and/or the City for any reason.

ARTICLE 3. COMPUTER AIDED DESIGN AND DRAFTING (CADD)

All plans and details being included in the construction documents must be prepared on CADD equipment and software compatible with the Agency's computer system. Design files must be submitted on CD-ROM (2 copies), in AutoCad 2004 format (.DWG files) or Agency standard upon receipt of the Order to Work. CADD capability and personnel versed in the functions and operation of the CADD system must be in place and operational prior to order to work. The CD's shall be submitted in individual plastic jewel cases. The cases shall be labeled with the project contract number and version of AutoCad.

ARTICLE 4. PERFORMANCE EVALUATIONS

Evaluation of consultant performance shall be conducted on an annual basis and at the conclusion of the project. Failure to meet established schedules, to perform work within negotiated fees, to take all actions necessary to assure that contractors complete work on time and within budget, and to conform to Agency practice and procedures will result in poor evaluations. Evaluations are entered into the Citywide VENDEX system.

ARTICLE 5. TERM OF CONTRACT

The term of this agreement shall be 730 consecutive calendar days from the date of written notice to proceed or when the maximum fee for this contract has been expended, whichever occurs first.

The Commissioner, at his discretion, may exercise an option to renew the contract for an amount and term not to exceed that of the original contract. The decision to renew will be conditioned on the Consultant maintaining a satisfactory record of contract performance and compliance with all requirements.

ARTICLE 6. PAYMENT TERMS AND CONDITIONS

1. Total Payments: Total payments for all services performed and all expenses incurred for all projects assigned shall not exceed \$2,000,000.00.
2. Method of Payment: The method of payment for the performance of services by the Consultant shall be directed in writing by the Commissioner in the Work Order.

- (a) Design Services: Payment for Design Services, as set forth below, shall be through either (1) a Design Fee based upon the Fee Curve. (2) All-inclusive Hourly Rates for specified titles of personnel, (3) by entering into negotiations with the contractor or (4) any combination of the fee curve, hourly rates and negotiation.

(b) Additional Professional Services: Payment for Additional Services, as set forth in Part I Article 2, paragraph C, shall be based upon staffing hours (Time Card), as set forth in Part I, Article 6, paragraph 5, below.

(c) Reimbursable Services: Payment for Reimbursable Services, as set forth in Part I, Article 8, shall be as set forth in Part II, Article 2(B)(1)(c).

3. Guaranteed Minimum: In the event the Consultant is not issued any Work Orders hereunder and the Consultant has, throughout the term of the Contract, complied with its obligation to submit reasonable project specific proposals, the City agrees to pay, and the Consultant agrees to accept, a minimum fee of \$2,500.00. The Consultant further agrees that under such circumstances, it has no action for damages or for lost profits against the City.

4. Payment for Design Services Through a Design Fee Based upon the Fee Curve

- (a) Application: In the event the Commissioner directs that the method of payment shall be a Design Fee based upon the Fee Curve, the provisions set forth below shall apply. In such case, the request for the project specific technical proposal shall state the fee anticipated to be paid for the work.

- (b) Design Fee: For the performance of all required Design Services for the individual project, as set forth in paragraph (c), the City agrees to pay and the Consultant agrees to accept a total Design Fee, the amount of which shall be calculated in accordance with terms and conditions set forth below (the "Design Fee"). The Design Fee is deemed to include all costs and expenses incurred by the Consultant and/or Sub-consultants in the performance of all required Design Services for the individual project, including all expenses related to management, overhead and any anticipated profit.

- (i) Services Included in Design Fee: The services included in the Design Fee shall consist of all necessary and usual components and/or services in connection with the design, including without limitation the areas of design set forth below.

- (1) Architectural Design
- (2) Structural Design
- (3) Electrical Design
- (4) Heating, Ventilating and Air Conditioning (HVAC) and Fire Protection Design
- (5) Plumbing Design
- (6) Interior Design and Furniture layout

- (7) Landscaping Design
- (8) Cost Estimating Services
- (9) LEED Scoring Services
- (10) Historic preservation Design
- (11) Geotechnical Design

- (ii) For the performance of all required architectural, engineering and construction related services for an individual project, the Consultant shall be paid based on the percentage of work completed, as delineated in the Work Order Letter.

- (c) Calculation of Design Fee: The amount of the Design fee shall be calculated as a percent of the total estimated cost of construction for the individual project in accordance with the Fee Curve for the Design Fee, as set forth in Exhibit A. for the purpose of applying the Fee Curve, the total estimate of the cost of construction for the individual project shall be determined in writing by the Commissioner before the issuance of project specific proposal documents. Such estimate shall exclude any costs in connection with Reimbursable Services. If the total estimate of the cost of construction falls between the dollar levels designated in the Fee Curve, the Design Fee shall be interpolated on a straight line basis. The Design fee calculated in accordance with the Fee Curve is based upon the cost of either new construction or general reconstruction. Such Design Fee may be subject to adjustment, as determined by the Commissioner, in accordance with the complexity and /or simplicity factors set forth below. The Design Fee shall not be subject to adjustment for services performed during overtime hours.

- (d) Complexity/Simplicity Factors: The Design Fee calculated in accordance with the Fee Curve may be subject to adjustment in accordance the complexity and/or simplicity factors set forth below. The application of such factors, as well as the percentage increase or decrease in the Design Fee resulting from such application, shall be determined solely by the Commissioner.

1. Complexity Factors: In the event the Commissioner determines that one or more of the complexity factors set forth below applies to the Project specified in the Work Order, the Design Fee calculated in accordance with the Fee Curve shall be increased by an amount determined solely by the Commissioner. For each factor with is applicable to the Project, the Design Fee may be increased by the specified percentage. The total increase in the Design Fee shall be the addition of the applicable percentage for each relevant factor.

	Average Complexity	Maximum Complexity
Completeness of Existing Plans	5%	10%
Landmark Quality Historic Preservation	10%	15%
Complex Phasing	5%	10%
Special Building Type Requiring Expertise	10%	15%
High Performance Design Project	10%	15%
Total Percentage Increase Possible	40%	65%

2. Simplicity Factors: In the event the Commissioner determines that one or more of the simplicity factors set forth below applies to the Project specified in the Work Order, the Design Fee calculated in accordance with the Fee Curve shall be decreased by an amount determined solely by the Commissioner. The total percentage decrease in the Design Fee shall be EITHER 5% for projects involving average simplicity or 10% for projects involving maximum simplicity. Simplicity factors may include, but are not limited to, the following: site development work, maintenance work in areas not being altered, non-complex repetitive work and work involving only one trade.

(e) Additional Professional Services: In the event the Commissioner directs the Consultant to perform additional Professional Services, payment for such services shall be based upon staffing hours, as set forth below, except as otherwise provided.

(f) Increase in Individual Project Scope: In lieu of the method of payment for Additional Professional Services set forth in paragraph 6 above, in the event of an increase in the scope of the individual project, the Commissioner may, at his option, issue a Supplementary Work Order to the Consultant, in which (1) the Consultant is directed to perform the required Design Services based upon the original fee, or (2) recalculate the Design Fee payable to the consultant based upon the revised estimate of the individual project's cost of construction.

5. Payment for Services Based Upon Staffing Hours (Time Card)

a). Application:

1. From time to time, in the event the Commissioner, in his sole discretion, directs that the method of payment for the performance of services by the Consultant shall be based upon staffing hours (Time Card), the provisions set forth in this section apply.

2. In the event the Commissioner directs that the method of payment shall be based upon the Fee Curve, this section shall apply to the performance of Additional Professional Services.

3. In the cases set forth in paragraph (a) and (b) above, the Work Order shall specify an Allowance for Staffing Hours.

b). Information from Staffing Plan: In accordance with Part II, Article 3 (C)(4), in the event the Work Order specifies that payment for the required services, or any portion thereof, shall be based upon staffing hours (time card), a Staffing Plan must be established and approved by the Commissioner prior to commencement of the Consultant's services. Such Staffing Plan must specify the items set forth below:

1. Required Personnel: The personnel specified in the Staffing Plan shall be considered Assigned Employees for the purpose of payment in accordance with this section.

- a. **All Inclusive Hourly Rates:** The All Inclusive Hourly Rates for the personnel specified in the Staffing Plan shall be in accordance with Part I, Article 7.
- c). **Amount of Payment:** For any given month during which an Assigned Employee performed services on the individual project, payment to the Consultant for such employee's services for that week shall be calculated as follows: multiply the amount set forth in subparagraph (a) by the number set forth in subparagraph (b).
- (a) All Inclusive Hourly Rate applicable to the Assigned Employee, as set forth in Part I, Article 7.
 - (b) Total number of hours set forth on time sheets completed by the Assigned Employee for the week in question during which the Assigned Employee actually performed services for the individual project based upon staffing hours. The total number of hours shall not include the following: (1) any hours the Assigned employee spent commuting; (2) any non-billable hours, as defined in subparagraph (c) below; (3) any hours during which the Assigned Employee performed services for any other project; (4) any hours the Assigned Employee spent performing service for this individual project, including changes not involving scope and changes caused by Consultant's error; and (5) any hours spent by principals performing oversight or management duties.
 - (c) Non-billable hours shall be defined as any hours set forth on time sheets completed by the Assigned Employee, which have been allocated to any category or function other than services performed for the individual project. Non-billable hours shall include without limitation: (1) compensated absence time, including without limitation vacation time, sick time, personal time, and holidays; (2) performance of indirect administrative tasks, or (3) any other time keeping category consistent with standard accounting practices.
- d). **Principals:** The Consultant shall not be entitled to payment for a principal's time performing oversight or management duties. The Consultant shall be entitled to payment for a principal's time performing actual services for the individual project if the following criteria are met: (1) such principal is qualified to perform services for the individual project in accordance with one of the titles set forth in Exhibit B, and (2) such principal is included in the approved Staffing Plan for such title.
- e). **Overtime:** The Commissioner may authorize the Consultant in advance in writing to have an Assigned Employee(s) perform services during overtime hours. Overtime hours shall be defined as any hours in excess of eight (8) hours per day, Monday through Friday. Payment for services performed during overtime hours shall be in accordance with the All Inclusive Hourly Rates set forth in Part I, Article 7. The Consultant shall not be entitled to any rate increase for services performed during overtime hours.
- f). **Requisitions:** For any month that the Consultant is requesting payment for services performed by an Assigned Employee based upon staffing hours (time card), the Consultant must submit the proper documentation.

6. Payment for Services Based Fee Negotiations: The Agency may enter into fee negotiations with the Consultant to establish the Design Fee.

ARTICLE 7. ALL INCLUSIVE HOURLY RATES

The Hourly Rates for the personnel specified in the Staffing Plan shall be all inclusive. (hereinafter known as “All Inclusive Hourly Rates”). All Inclusive Hourly Rates shall apply to all hours during which an Assigned Employee, as described in Paragraph (a) above, performed services for the Project based upon staffing hours (time card), including overtime hours which shall be paid at the same rate. Such All Inclusive Hourly Rates shall be deemed to include: (1) all expenses incurred by the Consultant and/or its Sub-consultants in the performance of all required services for the Project based upon staffing hours, (2) all expenses related to management and oversight, including, without limitation, any time spent by principals performing such duties, (3) all expenses related to overhead, and (4) any anticipated profit.

END OF PAGE

ARTICLE 7, SECTION B – ALL INCLUSIVE HOURLY RATES

Firm:

Architectural & Landscape Architectural Personnel					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal (Partner or Officer)					
Project Architect					
Project Manager					
Senior Architectural Designer					
Junior Architectural Designer					
Senior Interior Designer					
Junior Interior Designer					
Programming Specialist					
Senior Landscape Architect					
Junior Landscape Designer					
CAD Draftsperson					
Engineering Personnel					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal (any discipline)					
Project Engineer					
Project Manager					
Senior Structural Engineer					
Senior Electrical Engineer					
Senior Plumbing Engineer					
Senior HVAC Engineer					
Senior Civil Engineer					
Junior Structural Engineer					
Junior Electrical Engineer					
Junior Plumbing Engineer					
Junior HVAC Engineer					
Junior Civil Engineer					
Engineering Technician					
Engineering CAD Draftsperson					

STAFFING REQUIREMENTS					
LIST OF TITLES AND ALL INCLUSIVE HOURLY RATES					
Estimating & Specifications Personnel					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal					
Senior Estimator					
Junior Estimator					
Senior Specification Writer					
Junior Specification Writer					
Estimating/Specifications Technician					
Personnel for Hazmat Services					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal					
Hazmat Project Manager					
Hazmat Project Designer					
Hazmat Inspector / Investigator					
Hazmat Monitor					
Personnel for Various Specialties					
TITLE			ALL INCLUSIVE HOURLY RATE		
Principal (any specialty)					
Historic Preservation Specialist					
Masonry Conservation Specialist					
Archeologist					
Theater Design Specialist					
Lighting Specialist					
Museum Exhibit Specialist					
Acoustician					
Fire Protection Specialist					
Geotechnical Specialist					

ARTICLE 8. ALLOWANCES

For each work order, the Consultant may be given a not to exceed allowance for reimbursable expenses for testing, probes and borings, surveys, and expediting fees, as needed and as requested by the Commissioner in writing. These allowances cannot be transferred, re-allocated or otherwise used for fees in connection with the individual project's Design Fee.

ARTICLE 9. OPTION TO RENEW

The Commissioner, at his discretion may exercise an option to renew the contract for an amount and term not to exceed that of the original contract. The decision to renew will be predicated on the consultant maintaining a satisfactory record of contract performance.

PART II

STANDARD REQUIREMENTS

PART II **STANDARD REQUIREMENTS**

ARTICLE 1 - General Requirements

The services of the Consultant shall be performed under the direction of the Commissioner and shall consist of all necessary and usual Consultant services in connection with the preparation of plans and specifications for the construction of the project. Services shall include but not be limited to the following:

A. Record Keeping

1. For each project the Consultant shall prepare a Bar Graph showing the completion schedule of the contract objectives.
2. Bi-weekly, the Consultant shall submit a Progress Report.
3. The Consultant or his duly authorized representative shall attend such conferences as directed by the Commissioner and shall submit minutes of the same.
4. The Consultant shall attend a mandatory annual training session with Agency staff to review standard procedures for contract organization, and preparation of the specifications and engineer's estimate.

B. Site Data

1. It shall be the Consultant's responsibility to obtain all information available at City agencies (MTA, DEP, DOT, SCA, BOE, etc.) including the Map File at Parks and Recreation, pertaining to the site and existing building(s) (old topographic & property line maps, existing contract plans, transit tunnels, sewer, water, electric, etc.).
2. The Consultant shall exercise due diligence and professional competence in analyzing all documents and data which may be furnished by the Commissioner, and shall be responsible for requesting any additional information required.
3. The Consultant shall make personal examinations of the designated building site or facility in accordance with the Specific Requirements, Part II, Article 3, Section N.
4. The Consultant shall design and plan the work with reference to and in consideration of information relating to existing lines, grades, levels, sewers, subsurface structures, conditions and facilities as indicated by topographic surveys, supplemented by an inspection of the building or facility by him/her, as well as his/her examination of all relevant public records and any additional information or investigations.

5. Additional information, required by the Consultant and furnished by the Commissioner, under this Section B - Site Data, shall be at no cost to the Consultant.

C. Rehabilitation or Alteration of Existing Structure

When the project involves alteration of or addition to an existing structure, the Consultant shall be responsible for verifying all measurements and details of construction thereof.

D. Schematic Design Phase

The Consultant is directed to prepare the schematic plans and other Agency approvals. Review and approval is required in accordance with **Part II, Article 3, Section D.**

E. Preliminary Construction Documents

In accordance with the schedule given by the Consultant at the start of work, the Consultant shall deliver to the Commissioner preliminary construction documents in accordance with **Article 3, Section E of Part II** of the contract.

F. Final Construction Documents

In conformance with the schedule established by this Contract, the Consultant shall deliver to the Commissioner final construction documents in accordance with **Part II, Article 3, Section F.** The submission shall include documents for review and approval of the Landmarks Preservation Commission and the Art Commission where applicable.

Compliance Review Documents: If a review of the final documents by the Commissioner reveals the need for revisions, the Consultant will be required to deliver to the Commissioner Compliance Review Documents per **Part II, Article 3, Section F, Paragraph 19.**

G. Contract Bidding Phase

During the period of advertising, receipt and analysis of bids, the Consultant shall assist in the recalculations of estimated quantities and costs, a review of the Construction bids, as requested by the Commissioner. Consultant agrees that this work shall be deemed included as part of Consultant Work Order for the individual project, as set forth in this Contract. **If bids for the construction work is greater than the estimate, the Consultant at no cost to the City, and at the direction of the Commissioner, shall prepare the construction documents for rebid, or prepare any other option as the Commissioner shall direct.**

H. Construction Phase

The Consultant shall act promptly and systematically on the checking of shop drawings and approval of samples submitted to him/her. It shall determine whether such shop drawings and samples are in accordance with the design and construction contract drawings and specifications prepared by him/her for the Project. It shall indicate changes necessary to conform to the shop drawing procedure as outlined under Article 3, Section X of this document. Consultant agrees that the work in connection with submittals shall be deemed included as part of Consultant's Work Order for the individual project, as set forth in this Contract.

2. Construction Contract Change Orders - The Commissioner shall issue all change orders to construction contractors. The Commissioner, at his discretion, may consult with the Consultant, prior to the issuance of such change orders.

I. Additional Obligations of the Consultant

1. If the Project calls for the installation of special foundations or piles, the analysis for the determination of necessity for corrective measures and the preparation of required supplementary drawings for any needed corrective measures shall be performed, when so ordered by the Commissioner, by the Consultant or the Consultant's consulting engineer.

All survey and sub-surface information required for the purpose of this analysis will be furnished to the Consultant by the Commissioner. All work incidental to this analysis and the preparation of required supplemental drawings shall be approved and paid for by issuance of a change order.

2. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the Commissioner and in the event the Consultant's personnel fail to cooperate, the Consultant shall relieve them of their duties on the Project when required by the Commissioner.

3. The Consultant may engage sub-Consultants to perform project related tasks requiring special skills, which its' in house staff does not possess. This work, may include, but is not limited to engineering (all disciplines) historic preservation and restoration, archeology, surveying, expediting, cost estimating, architecture, lighting design, fountain design, and making probes, borings and tests. The Consultant shall not be permitted to engage sub-consultants or have work performed by sub-consultants not identified in its proposal without prior approval of the Commissioner.

4. Cost Estimate Services. The Consultant shall provide separate from the "Final Estimate of Cost" a labor and material breakdown for all major components in the Project. In addition to the Preliminary and Final Estimates of cost required to be

submitted under this contract, the Consultant shall maintain current information relating to the estimated cost of the Project during the design period and shall inform the Commissioner promptly in writing of any significant changes in such estimated cost due to market conditions or changes in the scope or design of the Project. The Consultant shall engage an independent competent cost-estimating firm, at no cost to the Agency, to prepare cost data and required estimates of cost. The name of such firm shall be submitted in writing to the Commissioner for written approval. A cost control program shall be maintained throughout the course of the design.

5. All estimates shall be submitted with all computations, work sheets and where required, cross-sections of earth work and cut and fill calculations. All final documents shall conform to the requirements of **Part II, Article 3, Section F, paragraphs 1 through 5.**
6. All drawings, tracings, specifications and other material prepared and furnished under and for this contract shall become the property of the City upon their acceptance by the Commissioner or upon termination of the services of the Consultant. Such documents shall be promptly delivered to the Commissioner upon demand and thereafter may be used by the City in whole or in part or in modified form, for those purposes it may deem advisable without further employment of, or payment of additional compensation to, the Consultant. The drawings, specifications, and all other documents created in connection with the Consultant's services for this project shall be considered "work made for hire" under applicable provisions of the Copyright Act, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that such materials do not qualify as "work made for hire", the contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to such materials to the City, free and clear of any liens, claims or other encumbrances.

Should such documents prepared under this contract be re-used by the City for other than the Project originally created, it is understood that the Consultant bears no responsibility whatsoever for such re-use except in those instances that he/she is re-employed for the re-use of the documents. In addition, should any part of such document be modified in any substantial way by the City for use on the Project, it is understood that the Consultant bears no responsibility for that portion of design substantially modified.

7. The Consultant shall not, without the prior approval of the Commissioner, specify for the Project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by patents, or which is otherwise exclusively controlled by a particular firm or group of firms.

8. Should any claim be made or any action brought against the Commissioner or the City of New York relating to the design of the Project herein, the Consultant shall diligently render to the City any and all assistance, which may be requested by the Commissioner. The Consultant shall also assist the Commissioner and the Construction Contractors for the Project, in obtaining temporary and permanent Certificates of Occupancy.
9. The Commissioner's decision shall be final and binding upon the Consultant as to all matters arising in connection with or relating to this contract. The Commissioner shall determine the amount, quality, acceptability and fitness of work being performed hereunder and shall determine all matters relative to the fulfillment of this contract on the part of the Consultant and such determination shall be final and binding on the Consultant. Acceptance by the Commissioner of any document here-under, shall not relieve the Consultant of sole responsibility for final design of the Project, including the plans, specifications and all supporting documents, except as to any feature thereof, which the Commissioner had specifically directed in writing, to be included over the written objection of the Consultant.

ARTICLE 2 - Payment for Services

A. Total Fee Payable

The fee payable for all services provided and expenses incurred hereunder shall be as specified in **Part I, Article 6** of this contract. The total fee does not represent a commitment or guarantee on the part of the City to pay such amount, unless it has been determined to be allowable by application of criteria established herein.

B. Method of Payment

1. Description of Methods of Payment

(a) DESIGN FEE BASED UPON THE FEE CURVE

The Commissioner may establish the Design Fee Based upon the Fee Curve as described in **Part I, Article 6**. Payment of fees for services shall be based on the percentage of work completed, and shall be based on the schedule provided in the project specific proposal documents, which is based on the percentage of the Consultant's work completed.

Such Design Fee Based upon the Fee Curve includes, but not be limited to, the items set forth below:

- (i) Compensation to all officers, principals, employees and personnel of the Consultant, serving in whatever capacity. Compensation shall include: (i) wages and/or salaries; (ii)

all payments mandated by law, including without limitation, social security and Medicare taxes, insurance (Worker's Compensation, Employer's Liability, Unemployment); (iii) contributions to pension plans; (iv) vacation and holiday pay, and (v) all other fringe and supplemental benefits.

- (ii) All expenses incurred by personnel of the Consultant in the performance of the work hereunder, including, but not limited to, travel expenses, tolls, parking, meals, lodging, expediting costs, attendance of all meetings, etc.
- (iii) All expenses incurred by the Consultant with respect to home office general facilities including, but not limited to, rental cost or depreciation factor, light, heat and water, telephone charges, including all charges for calls to the job site and the DPR, telegraph, sales, estimating expenses, accounting fees and bookkeeping expenses, electronic data processing services, including programming and rental equipment, dues and subscriptions, stationery, printing and postage (except for mailing of plans and specifications), office and any other miscellaneous expenses.
- (iv) All expenses incurred by the Consultant with respect to applicable taxes of any kind whatsoever, other than sales and use taxes, including without limitation, federal, state and local income tax and any franchise or other business taxes.
- (v) All insurance coverage determined by the Consultant to be necessary for the performance of all required services hereunder, including without limitation: (i) all insurance required by Article 13 hereof; (ii) all insurance required by law, and (iii) all other insurance maintained by the Consultant in the course of business, including without limitation, burglary and theft, general fidelity and payroll insurance.
- (vi) Any losses for theft or robbery sustained by Consultant.
- (vii) All expenses incurred by the Consultant with respect to fixed capital, including interest thereon or on monies borrowed.
- (viii) All expenses incurred by the Consultant with respect to legal services.
- (ix) All management administrative or overhead expenses of any kind whatsoever Incurred by the Consultant, including such expenses incurred in the performance of additional services or the procuring of miscellaneous items hereunder.
- (x) Profit.

Prior to final payment, the consultant shall submit three (3) copies of a letter signed by each sub-consultant hired by the Consultant acknowledging payment to them of at least ninety-five percent (95%) of the fees allocable for their services up to that date and an affidavit from the Consultant stating that all amounts payable for services of his/her sub-consultants or materials in

connection with this contract and not yet paid, will be paid immediately upon receipt of final payment.

The reimbursement of sub-consultants, except those listed in paragraph (c) shall be included in this fee.

(b) Payment for Services Based Upon Staffing Hours (Time Card)

The Commissioner may establish that the method of payment for services to be performed in connection with each project shall be based upon Staffing Hours (Time Cards), as described in **Part I, Article 6**. Payment of fees for services shall be based on actual time spent performing the work and on the titles and rates quoted in the Staffing Plan. Titles and rates used in the Staff Plan shall be those included in the schedule of fees in **Part I, Article 7**.

During the course of the contract, interim payments shall be made to the Consultant. The Consultant shall submit to the Commissioner, according to the Work Order Letter, but not more than once per calendar month, a certified voucher setting forth in detail the items of work and services performed by the Consultant and the amount of partial payment requested.

Prior to final payment, the consultant shall submit three (3) copies of a letter signed by each sub-consultant hired by the Consultant acknowledging payment to them of at least ninety-five percent (95%) of the fees allocable for their services up to that date and an affidavit from the Consultant stating that all amounts payable for services of his/her sub-consultants or materials in connection with this contract and not yet paid, will be paid immediately upon receipt.

(c) Payment for Services Based Upon Staffing Hours (Time Card)

The Agency may enter into fee negotiations with the Consultant to establish the Design Fee.

(d) Payment for additional Sub-consultants/Subcontractors

When it is deemed necessary for the Consultant to obtain services for consultants, for which the Consultant has been given allowances as set forth in **Part I, Article 8** and the individual project's Work Order Letter. The Consultant shall solicit 3 bids from 3 separate consultants/contractors and submit them to the Agency for review.

Allowances for Sub-consultant/subcontractor expenses subject to this article which have been approved by the Commissioner shall be paid at cost with no markup for overhead and profit, and shall be subject to audit and post-audit.

ARTICLE 3 - Specific Requirements

A. Record Keeping

1. Bar Graph. For the project the Consultant shall prepare a Bar Graph to establish a phasing timetable for the accomplishment of the contract objectives within the time allotted and submit such schedule for approval by the Commissioner. The schedule shall include completion dates for any milestones established in the Work Order Letter.
2. Progress Reports. The Consultant shall submit a progress report every two weeks, in such form as may be required by the Commissioner showing the status of the work. If progress is delayed, the report shall state the reasons for such delay.
3. Conferences: The Consultant or his duly authorized representative shall attend such conferences as directed by the Commissioner and shall submit minutes of same within 10 days of the meeting date. The cost of such meetings shall be deemed included in the Consultant's lump sum maximum fee set forth in this Contract.
During construction, he/she or his/her duly authorized representative shall attend such other meetings as are required by the Commissioner and shall submit minutes of same within 10 days of the meeting date. The cost of such meetings shall be deemed included in the Consultant's lump sum maximum fee set forth in this Contract

B. Insurance

The following summarizes some aspects of contract insurance requirements; refer to Part III, Article 13 for the complete requirements.

1. Professional Liability Insurance - The Consultant shall maintain coverage in an amount not less than \$1,000,000.00 limit of liability. Each subcontract design professional shall maintain coverage in an amount not less than \$1,000,000.00 limit of liability. **(Part III, Article 13, Section A, Paragraph 4).**
2. Proof of Insurance- Within five (5) consecutive calendar days of the notice to commence work, the Consultant shall deliver to the Commissioner, proof of insurance; as per **Part III, Article 13, Section B.**

C. Consultant's Personnel

1. Provision of Personnel: The Consultant agrees, throughout the term of the Contract, to provide personnel for the performance of all required architectural, engineering and construction related services for the Project in accordance with Work Orders issued by the Commissioner. The Consultant shall provide such personnel through its own employees and/or through its Sub-

consultants set forth in Exhibit B, unless otherwise approved by the Commissioner. The Consultant specifically agrees that its employees, agents and Sub-consultants shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

2. Staffing Requirements for Personnel: Staffing requirements for personnel for the Project have been established by the Commissioner and are set forth in Exhibit B. Such staffing requirements specify the titles of personnel which the Consultant may be required to provide, through its own employees and/or through its Sub-consultants.

(a) Requirements Per Title: Any personnel provided by the Consultant and/or its Sub-consultant must satisfy the minimum requirements for the title in question, as set forth in B.

(b) The Consultant shall provide resumes or other documentation acceptable to the Commissioner to demonstrate that personnel provided hereunder comply with the requirements per title. In exceptional circumstances, the Commissioner, in his sole and absolute discretion, may modify the requirements per title.

3. Key Personnel: Key Personnel shall include the following personnel of the Consultant and/or any of its Sub-consultants performing services pursuant to a Work Order: (1) Principal, (2) Project Manager, (3) any personnel performing services in a title for which the minimum experience requirement, as set forth in Exhibit B, is five (5) years or more, excluding the title of senior draftsman.

4. Staffing List or Plan: A Staffing List or Plan, whichever is required as set forth below, shall be established on a Work Order basis for the Project specified therein. Such Staffing List or Plan must be established and approved by the Commissioner prior to commencement of the Consultant's services pursuant to the Work Order.

(a) Contents of Staffing List or Plan: The contents of the Staffing List or Plan, whichever is required, are set forth below. Such Staffing List or Plan shall include the required Key Personnel and titles for other than Key Personnel, whether provided by the Consultant through its own employees or through its Sub-consultants.

(i) Staffing List for Design Services Based upon Fee Curve: In the event the Work Order specifies that the method of payment for the performance of Design Services shall be through a Design Fee based upon the Fee Curve, a Staffing List must be approved by the Commissioner. Such Staffing List shall include the items set forth below.

- (1) required titles of Key Personnel, from the list set forth above
- (2) specific personnel performing services as Key Personnel

(ii) Staffing Plan for Services Based upon Staffing Hours (Time Card): In the event the Work Order specifies that the method of payment for the performance of services shall be based upon staffing hours (time card), a Staffing Plan must be approved by the

Commissioner. Such Staffing Plan shall include the items set forth below. Such Staffing Plan shall include only those Key Personnel and titles necessary for the provision of the required services.

- (1) required titles of Key Personnel
- (2) specific personnel performing services as Key Personnel
- (3) a list of required titles of personnel other than Key Personnel
- (4) All Inclusive Hourly Rates for all specified Key Personnel and other required titles, approved by the Commissioner
- (5) total estimated hours for all specified Key Personnel and all other required titles
- (6) total estimated amount for all specified Key Personnel and all other required titles

(iii) Limitation: Payment to the Consultant based upon staffing hours (time card) shall be limited to those Key Personnel and other required titles set forth in the approved Staffing Plan. The Consultant shall not be entitled to payment for staffing hours for any Key Personnel and/or employees serving in titles which are not included in the approved Staffing Plan.

(iv) Principals: The Consultant shall not be entitled to payment for a principal's time performing oversight or management duties. The Consultant shall be entitled to payment for a principal's time performing actual services for the Project if the following criteria are met:

(1) such principal is qualified to perform services for the individual project in accordance with one of the titles set forth in Exhibit B, and (2) such principal is included in the approved Staffing Plan for such title.

(b) Consultant's Proposed Staffing List or Plan: Within five (5) business days of a written request from the Commissioner, the Consultant shall submit a proposed Staffing List or Plan, whichever is required, for the Project specified in the Task Order. Such proposed Staffing List or Plan shall include the information set forth in this Article, whichever applies. With respect to specific proposed Key Personnel, the Consultant shall submit the individual's resume and any other information detailing his/her number of years of experience, as well as technical and professional qualifications. In addition, in the case of a proposed Staffing Plan, the Consultant shall submit the following with respect to all Key Personnel and all other required titles: (1) total estimated hours; (2) total estimated amount(s), and (3) applicable All Inclusive Hourly Rate(s), in accordance with Part I, Article 7.

(c) Review and Approval of Staffing List or Plan: The Commissioner shall review the Consultant's proposed Staffing List or Plan and shall direct revisions to the same if necessary prior to final approval thereof. As part of his review of the proposed Staffing List or Plan, the Commissioner shall determine whether each individual proposed by the Consultant to perform services as Key Personnel meets the requirements for the title in question, including the required number of years of experience, as well as technical and professional qualifications. In the case of a proposed Staffing Plan, the Commissioner shall also determine: (1) whether the Key Personnel

and other titles of personnel proposed by the Consultant are necessary for the provision of the required services, and (2) the All Inclusive Hourly Rates applicable to all specified Key Personnel and all other required titles, in accordance with Exhibit B. The Consultant shall revise the proposed Staffing List or Plan as directed, until the same is approved in writing by the Commissioner.

(d) Replacement of Key Personnel: No substitutions for Key Personnel shall be permitted unless approved by the Commissioner. Any proposed replacement for Key Personnel must possess qualifications substantially similar to those of the Key Personnel being replaced and are subject to the prior written approval of the Commissioner. In addition, at the Commissioner's request at any time, the Consultant shall remove any Key Personnel or other personnel and substitute another employee of the Consultant or Sub-consultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, in his sole discretion.

(e) Revisions to Staffing Plan: The Commissioner may, at any time, direct revisions to the Staffing Plan, including without limitation, increasing or decreasing the specified personnel, based upon the scope of required services for the Project specified in the Task Order. The Consultant shall increase or decrease the specified personnel, as directed by the Commissioner.

5. Sub-consultants: The Consultant shall engage such Sub-consultants as may be necessary for the performance of all required services for the Project. The Consultant specifically agrees to engage those Sub-consultants identified in its Proposal for the Project and set forth in Exhibit C, unless otherwise approved by the Commissioner. Failure by the Consultant to provide the Sub-consultants set forth in Exhibit C shall be grounds for default. The Consultant shall be responsible for the performance of services by all its Sub-consultants, including maintenance of schedules, correlation's of their work and resolution of all differences between them.

(a) Approval: Sub-consultants are subject to the prior written approval of the Commissioner; provided, however, no provision of this Contract shall be construed as constituting an agreement between the Commissioner and any Sub-consultant.

(b) Replacement Sub-consultants: No substitution for any Sub-consultant shall be permitted unless approved by the Commissioner. Any proposed replacement Sub-consultant must possess qualifications and experience substantially similar to those of the Sub-consultant being replaced and is subject to the prior written approval of the Commissioner. In addition, at the Commissioner's request at any time, the Consultant shall remove any Sub-consultant and substitute another Sub-consultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, if, in his sole opinion, he determines that any Sub-consultant may be unable to provide the required services in a satisfactory fashion.

(c) Subcontracts: The Consultant shall inform all Sub-consultants engaged for this Project fully and completely of all terms and conditions of this Contract relating

either directly or indirectly to the services to be performed. The Consultant shall stipulate in all subcontracts with its Sub-consultants that all services performed and materials furnished thereunder shall strictly comply with the requirements of this Contract. If requested by the Commissioner, the Consultant shall furnish copies of subcontracts with its Sub-consultants.

(d) Employees of the Consultant: The Consultant is solely responsible for the work and department of all its personnel and its Sub-consultants. These are employees of the Consultant or its Sub-consultant and not of the City.

D. Schematic Design Phase

1. The Consultant may be directed to prepare the schematic plans and other Agency approvals. Review and approval is required prior to beginning Preliminary Construction Documents.
2. The Consultant shall prepare as many schematic-plans and studies as may reasonably be required until the Commissioner shall accept one such study. Each shall be accompanied by a cost estimate.

The schematics shall provide and describe the best possible combination of layout, site design, structural, mechanical, plumbing, and electrical systems, building orientation and configuration and other pertinent design elements. All schematics submitted shall include a description of mechanical systems, if applicable.

3. Upon selection of the Final Schematic and in conformance with the schedule established in this Contract, the Consultant shall deliver to the Commissioner the following documents for review:
 - a. Two copies of the Final Schematic Design drawings, together with an estimate of cost.
 - b. A park location plan shown on the Schematic Plan.
 - c. A plan of existing site and off-site conditions.
 - d. A minimum of six (6) 5" x 7" photographs of the building or facility.
 - e. Elevations, sketches and sections, as necessary, to fully explain the design.
 - f. A description of mechanical systems, accompanied by both a cost analysis and an energy evaluation.

E. Preliminary Construction Documents

Upon receipt or approval of the schematic design study, the Consultant shall prepare and submit to the Commissioner the following documents:

1. Preliminary plans, studies and drawings including (if applicable to the project), but not necessarily limited to:
 - a) Building or facility plan, types of foundations, floor plans, elevations and sections indicating types of structural framing, typical wall sections, proposed floor to floor heights, utility layouts, materials and furnishings, types of any elevators, mechanical systems and equipment, electrical wiring, and any additional documents necessary to fully illustrate the intent of the design.
 - b) Calculations to support the design of H.V.A.C., plumbing, electrical, and drainage systems. Submit calculations on separate 8 1/2"x11" sheets.
 - c) Catalog cuts and full documentation for all proposed equipment including M.E.A. numbers, manufacturers contact information, cost and lead-time.
 - d) Legal grades, existing and proposed contours, preliminary spot elevations and spot elevations where unusual grade conditions exist adjacent to the building or facility to be developed. Layout and grading plans are to be drawn with Engineer's Scale.
 - e) Description of adjacent buildings and existing facilities on site, i.e., buildings, subsurface utilities, light poles, vaults, trees, subways, transit tunnels, fences, curbs, walks, walls and hidden foundations where the area was a demolition site, existing utilities in adjacent streets, i.e., sewers, gas, electric, manholes, hydrants, etc.
 - f) Proposed park or playground facilities: General Layout as it relates to the building including; apparatus, ball-fields, types of pavement, turf areas, planting, walks, curbs, types and heights of fences, benches, drinking fountains, low points for drainage structures, etc.
 - g) Standard specifications and Outline custom specifications.
 - h) Preliminary detailed estimate of cost.
 - I) A list of all required City, State and Federal Agency approvals.
2. In conformance with the schedule established in this Contract, the Consultant shall deliver to the Commissioner the following documents for review:
 - a). Two (2) copies of CADD design files on CD-ROM in Autocad 2004 format .DWG files).

- b). Two (2) complete sets of black-line prints of the plans, specifications and cost estimates.
- c). Two (2) complete sets of the specification and cost estimates.
- 3. Preliminaries will not be accepted until Consultant has furnished evidence that, preliminary data relating to incoming service of electricity, gas, water and sewers have been submitted to the appropriate departments as well as proof of the filing of plans with the Department of Buildings for the approval of zoning, stairs and exits, and the preliminary approval of the Art Commission and Landmarks Preservation Commission, as applicable.
- 4. All drawings must be pre-checked and initialed by the Consultant's Principal-in-Charge prior to submission.

F. Final Construction Documents

- 1. Final contract documents shall include final designs, complete and detailed drawings and specifications, a detailed cost estimate for each prime contract, data necessary for preparation of a proposal for bids and a bid form, all satisfactory to the Commissioner.
- 2. The drawings, design and specifications shall include, but shall not be limited to, layout and grading plans and details of pavements, fences, walls, curbs, benches, play equipment, utilities and drainage structures, planting and park furniture.
- 3. Where applicable the drawings, design and specifications shall also include, but shall not be limited to, all drawings, designs, specifications and calculations for heating, ventilating, air-conditioning, plumbing, sanitary equipment, electrical equipment, communicating equipment, elevator equipment, refrigeration, structural and foundation work, lighting fixtures and all necessary machines and appliances.
- 4. The equipment contemplated by this contract shall include such fixtures or appliances as shall become a fixed part of the Project and shall be essential to render the Project fit for the use intended. The Consultant shall plan and provide, however, for adequate and proper space for movable equipment and all necessary connections thereto, as set forth in the program.
- 5. These final contract drawings and specifications shall be prepared with construction details completely shown and with figure dimensions given and specifications completely stated so as to enable prospective bidders to make accurate and reliable estimates of the quantities, materials required to erect and complete the Project and to install the equipment therein in a first-class workmanlike manner to accomplish adequately the purposes and uses intended for the Project.

6. The Consultant shall inform the Commissioner in writing, immediately of any adjustments to the last approved estimate of the total construction cost of the Project as indicated by changes in the Work Order Letter.
7. The Consultant shall prepare and submit to the Commissioner, for his acceptance, a complete and final estimate, hereinafter referred to as the "Final Estimate of Cost" of the total construction cost of the Project, based upon the final drawings and specifications of all work necessary for the complete construction of the Project. In the event that the sum of the low bids of all qualified and responsible contractors for the complete construction of the Project is in excess of 105% of the approved Final Estimate of Cost, the Consultant, to the extent necessary in the Commissioner's determination to bring the total construction cost of the Project within the approved Final Estimate of Cost, shall, subject to the acceptance of the Commissioner, revise all or any part of the Project that the Commissioner may deem advisable, after consultation with the Consultant. The Consultant shall provide separate from the "Final Estimate of Cost" a labor and material breakdown for all major components except for site work. The work described above shall be deemed included as part of the Consultant's lump sum price for this Contract.
8. All drawings, before being submitted to the Commissioner for final acceptance, shall bear the stamps of approval and be accompanied by all necessary applications, certificates, or permits of all City, State or Federal agencies having jurisdiction over any phase of work. The Commissioner shall apply for the final approval of the Art Commission and landmarks, after the delivery of the drawings and documents described in Article 3, Section F - Paragraph 14.
9. The Consultant shall furnish all required construction contract documents, prepared in such manner and form as will enable the City to award separate prime contracts, as shall have been determined by the Commissioner prior to the start of the preparation of the final contract documents, and in compliance with Section 103 of the General Municipal Law.
 - a. The Consultant shall, at the direction of the Commissioner, prepare separate drawings and specifications to permit the awarding of separate contracts for General Construction, Plumbing and Drainage, Heating, Ventilation and Air Conditioning, and Electrical Work and Lighting Fixtures.
 - b. In addition, he/she may be required to prepare separate contract documents, when necessitated by the requirements and staging of the Project, for Elevators, Escalators, and Equipment, and for demolition, excavation and foundation work. Determination of the identity of the separate contracts to be awarded shall be made prior to the start of the final contract documents and shall be made by the Commissioner after consultation with the Consultant. All contract documents shall be promptly coordinated so as to preclude as far as possible the

necessity for changes, and/or adjustments for extra work orders during construction.

c. It shall be the responsibility of the Consultant to coordinate the design of the architectural, structural, plumbing, heating, ventilating, air-conditioning and electrical work so that interference among and within the several trades will be avoided.

d. The Consultant shall prepare composite sections, drawn accurately to scale, which shall show the work of all trades in equipment rooms, corridors and all other areas involving the work of more than one trade. Drawings of these composite sections shall indicate whether equipment etc., is to be hung from above or supported from below. These drawings shall be included as part of the contract drawings for each trade in addition to the regular drawings with their own usual details and sections.

e. If in the opinion of the Commissioner, the drawings are not sufficient in number or content to demonstrate the feasibility of the mechanical installation, he may order that an additional drawing or drawings be prepared.

f. Any interference between trades caused by inadequate design or coordination of the contract documents, will be the responsibility of the Consultant and he/she will be required to prepare at no additional cost to the City, any supplemental drawing necessary to establish the feasibility of resolving interference found prior to or during the bidding period or during construction.

10. Submittal of Final Contract Drawings and Documents.

The Consultant shall deliver to the Commissioner the following:

- a. All sets of construction documents as approved by each required government Agency.
- b. All final drawings shall conform to comments by the Commissioner, bearing all required stamps of approval including the seal and signature of the consultant. The final drawings and specifications shall be prepared in accordance with Article 3, Section U, "Requirements for the Preparation of Construction Drawings and Specifications."
- c. A number of sets, as specified in paragraph 17 below, and final estimates to include:
 1. A summary giving estimated cost for each construction contract.

2. A quantity breakdown containing items of work, quantities, unit-prices and amount, including such information for each prime contract. When alterations as well as new additions to existing structure are involved in the same contract, estimates shall be separated accordingly.
- d. Typical plans, suitable for small-scale reproduction and publication. These documents shall not be deemed to have been accepted until the Commissioner has notified the Consultant in writing.
- e. Materials and color samples for non-standard items. Samples must be labeled with type of material, finish, manufacturer or supplier and project title and contract number. Color scheme must be approved by the department.

11. Deliverables.

In conformance with the schedule established in this Contract for submittal of Final Contract Drawings, the Consultant shall deliver to the Commissioner the following documents for review:

- a. Two (2) CD-ROM's each containing CADD design files, specifications, and the Engineer's Estimate. CADD files shall be minimum AUTOCAD 2004 (.DWG) or Agency standard upon receipt of the order to Work. the Consultant shall verify the Agency standard with the project manager upon receipt of the order to work. Specifications shall be prepared in Micorsoft Word format.

The CD's shall be submitted in individual plastic "Jewel" cases. The cases shall be labeled with the Contract Number and version of AUTOCAD.
- b. Two (2) complete sets of black-line prints of the final plans, specifications, cost estimates.
- c. Two copies of the list of shop drawings required for the project. One copy shall be separate. The Consultant shall include the second copy in the Construction Specifications. The list shall be of all required shop drawings and certificates of approval with language to the effect "that shop drawings and certificates of approval are required but not limited to the following".
- d. Two (2) complete sets of the final specifications and cost estimates, 8 ½"x 11" single-sided, unbound.

- e. Two copies of the color schedule including required paint color chips.
12. The submission of final documents shall include the following for review and approval of the Landmarks Preservation Commission where applicable, and the Art Commission:
- a. two (2) sets of black-line prints of complete final contract drawings,
 - b. material samples as directed including type and color to be used. Samples shall be labeled with type of material, finish, manufacturer or supplier and project title and contract number.
 - c. Duplicate Art Commission forms.
13. Compliance Review Documents: If a review of the final documents by the Commissioner reveals the need for revisions, the Consultant will be required to deliver to the Commissioner:
- a. Two (2) CD-ROM's each containing CADD design files, specifications, and the Engineer's Estimate. CADD files shall be minimum AUTOCAD 2004 (.DWG) or Agency standard upon receipt of the order to Work. The Consultant shall verify the Agency standard with the project manager upon receipt of the order to work. Specifications shall be prepared in Microsoft Word format.
- The CD's shall be submitted in individual plastic "Jewel" cases. The cases shall be labeled with the Contract Number and version of AUTOCAD.
- b. Two (2) complete sets of black-line prints of the revised plans, specifications and cost estimates.
 - c. One (1) set of black-line prints of written replies to the final review comments.
- All cost in connection with any revisions shall be deemed to be included in the Consultant's agreed-upon maximum fee in accordance with Part I, Article 8.
14. Final Documents for Commissioner's Acceptance:
- Within ten (10) consecutive calendar days after date of written approval of the final documents, the Consultant shall deliver the following documents for Acceptance of the Commissioner:

a. Two (2) CD-ROM's each containing CADD design files, specifications, and the Engineer's Estimate. CADD files shall be minimum AUTOCAD 2004 (.DWG) or Agency standard upon receipt of the order to Work. The Consultant shall verify the Agency standard with the project manager upon receipt of the order to work. Specifications shall be prepared in Microsoft Word format.

The CD's shall be submitted in individual plastic "Jewel" cases. The cases shall be labeled with the Contract Number and version of AUTOCAD.

- b. One (1) set of original drawings per Part II, Article 3, Section Z.
- c. One (1) set of specifications with list of shop drawings required, (legals are not required to be included) per Part II, Article 3, Section Z.
- d. Cost estimates typed on 8 1/2" x 11".
- e. Two copies of the color schedule.
- f. One (1) complete set of black-line prints of the plans, specifications and cost estimates.
- g. When applicable, a summary giving estimated cost for each construction contract of the Project. (All estimates shall include the cost for temporary heat).
- h. And a quantity breakdown containing items of work, quantities, unit-prices and amount, including such information for each prime contract. When alterations as well as new additions to existing structures are involved in the same contract, estimates shall be separated accordingly.

G. Contract Bidding Phase

During the period of advertising, receipt and analysis of bids, the Consultant shall:

- 1. Interpret plans and specifications when requested by the Commissioner because of prospective bidders' inquiries.
- 2. Prepare and issue through the Commissioner, addenda, amendments and supplementary drawings required for clarification of plans and specifications.
- 3. Attend bidders meetings and bid openings when notified by the Commissioner.

4. Assist in the analysis of bids and make recommendations and reports as requested by the Commissioner of the disposition of bids and award of contracts.
5. Check unit item(s) quantities when requested by the Commissioner.
6. Assist the Commissioner in the review of qualifications of all bidders.
7. Make any and all changes to the bid documents, including repackaging the bid package for re-bid, and all changes necessary for re-bid.

H. Topographic Survey

The Consultant is responsible for obtaining such boundary and topographical surveys, test borings and subsurface information as required for the execution of this contract, and for the guidance of the Consultant. Such furnishing shall in no way diminish the Consultant's responsibility to avail themselves of all other documents, data and information necessary to properly accomplish the work of each project.

When required, the Consultant shall contract directly with a Licensed New York State Surveyor for a Topographic Survey of the project covered by this agreement.

Tasks required for projects including survey work shall include but not be limited to the following:

1. Definition of the Survey area.
2. Obtaining the cost proposal and contracting with the prospective surveyor.
3. Reviewing the Survey for completeness and general accuracy.
4. Reviewing the Survey original documents for final acceptance.

Consultant Surveys shall include all the information required in Article 3, Section AA and Section BB.

I. Rehabilitation or Alteration of Existing Facilities

If project involves alteration of or addition to an existing facility, the Consultant shall be responsible for verifying all measurements and details of construction thereof. All drawings, specifications and data of the facility furnished by the Commissioner must be checked in the field by visual examination and physical measurements by the Consultant as well as through all sources of records available.

J. Borings

The Consultant shall, if necessary, determine subsurface conditions, secure boring data, exploratory probes, and select specimen soil samples for analysis by Laboratory tests

necessary for the development of the work, subject to authorization by the Commissioner in accordance with Part II, Article 2, Section D.

The City agrees to pay the Consultant in additional compensation therefor, the actual and reasonable cost of the boring work paid for by the Consultant in accordance with Part I, Article 8 and Part II, Article 2. All technical services provided by the Consultant in connection with investigations and determining the need for and evaluating probes shall be considered as work under the base contract.

K. Television Inspection and Video Tape Recording

1. When directed by the Commissioner, the consultant shall make a closed circuit television inspection and video tape recording of those sewer lines as indicated on the drawings, prepare the Polaroid photographs of the specific views, and shall make a report about the conditions of the existing pipes. The report shall include conclusions and recommendations on the conditions of the pipe, and comment on removing or changing existing pipes (or sections thereof) and shall be prepared by a New York State Licensed Professional Engineer.
2. All Labor, experience supervision, technicians, mobile television studio, electronic equipment, television and Polaroid cameras, materials and equipment necessary to perform the work shall be subject to approval by the Commissioner.
3. The consultant shall give the project manager five (5) days notice of his/her intention to begin the work.
4. Operation of equipment is to be controlled from above the ground with skilled technician at the control panel in a mobile television studio, controlling movement of the television camera.
5. The technician shall have the capability to adjust the brilliance of the built-in lighting system and be able to change the focus of the television camera by remote control. The television camera shall be positioned as near as possible to the spring line of the sewer.
6. The television camera shall be attached to a rod or cable that shall be metered to indicate the exact location of the camera at all times. An intercom system shall be used to coordinate the movement of the television camera at all times.
7. The view seen by the television camera shall be transmitted to a monitor of not less than (14) fourteen inches in width. The monitor shall be located inside the mobile television studio.
8. The consultants' mobile television studio shall be large enough to accommodate up to four (4) persons comfortably seated for the purpose of viewing the monitor

while the inspection is in progress. The Agency's representative shall have access to the television screen at all times.

9. A video tape recording shall be taken of the entire inspection. The video tape recorder used shall be one on which sound and video information can be recorded. The speed and electronics of the video tape recorder shall be equal to that which was standardized by electronic industry.
10. An experienced supervisor who has a minimum of three (3) years experience in the field of pipeline inspection shall coordinate the entire inspection operation stated under this section in cooperation with the professional Engineer as approved by the Agency.
11. Polaroid photographs shall be a minimum of 3" x 4". The photographs taken during the inspection shall be mounted within the report and keyed for exact location on the route sheet.
12. The video tape recordings taken during the inspection shall be keyed as to their exact location on the route sheet and shall be submitted to the Agency, with the Professional Engineers report.
13. After completion of the television inspection and preparation of the report by a Professional Engineer, the consultant shall furnish a complete bound report of their inspection and recommendations for future reconstruction of the sewer lines for a permanent record. The report on the television inspection shall include but not be limited to logging each section of the sewer televised, giving specific details as to service connections, water infiltration from the joints, and other points of interest noted during the inspection and shall be sealed by the licensed Professional Engineer.
14. The report and video tape recording shall be delivered to the Agency not more than ten (10) days after completion of television inspection and video tape recording.

L. NOT USED

M. Meetings

1. The Consultant shall attend a mandatory annual training session by Agency personnel to review standard operating procedures for contract organization, preparation of the specifications and engineers estimate, the latest price list and any updates to the standard details.

The Consultant shall attend all other meetings only as directed by the Chief of Design or the Chief of Construction in writing.

3. The Consultant shall submit minutes of all meetings with other agencies (DOT, DEP, etc.) within ten days of the meeting. Minutes shall include general discussion items as well as decisions and unresolved issues.
4. All meetings attended by the Consultant in furtherance of the Project shall be deemed included in the Consultant's lump sum price for this Contract.

Visits to the Site

The Consultant shall be required to make as many visits to the individual project site as necessary, but not less than four (4) visits, during design noting all conditions and implications of same pertaining to the completion of construction documents. He/she shall promptly bring to the attention of the Commissioner inadequacy or uncertainty of facilities or utilities, or other impediments, which would prevent orderly and expeditious completion of the Project, and are reasonably discoverable by him/her and certify the same according to the following schedule:

1. During Preliminary Construction Documents Phase.
2. Prior to Submission of Final Construction Documents.
3. Prior to Bid.

The Consultant shall submit to the Commissioner field notes, taken at each site visit in accordance with the above-mentioned schedule within 10 days of the site visit. The Consultant will require all sub-consultants hired for this project to submit field notes as part of each submission. No submission shall be deemed complete unless it is accompanied by the required field notes.

N. Approvals

The Consultant shall be responsible for the initiation of all actions and applications, including all follow up meetings, required to resolve all questions and concerns necessary to obtain any and all required approvals. All required submissions shall be made formally, in writing, with a copy of the letter of transmittal being sent to the Commissioner. The Documents shall be processed and coordinated for review and approval by all effected public and private agencies, as required for the successful completion of the project. All approvals or actions required to receive the necessary approvals shall be completed at the submission of Preliminary Construction Documents. Preliminary Documents shall not be accepted by the Commissioner until the Consultant has received the necessary approvals or can furnish evidence that the necessary applications have been submitted to the appropriate Agencies.

O. Cost Revisions to Project

The Consultant will be required to submit a letter of explanation with all of the necessary back-up material for any project revision due to excess cost clearly stating how the cost was reduced.

P. Electrical Code Requirements

All Electrical designs shall conform to the requirements of the New York City Electrical Code. The National Electrical Code does not apply in New York City.

Q. Design Calculations

For Preliminary and Final Construction Document submissions, the Consultant will be required to submit calculations in order to complete HVAC, plumbing, electrical, drainage design, and major grading/cut and fill. Any submission not including the above calculations shall be considered incomplete.

S. Proposed Equipment

If the design calls for the purchase of a specific piece of equipment, the Consultant will be required to provide catalog cuts, M.E.A. numbers, vendor names and phone numbers for verification.

T. Builder's Pavement Plan

If required for the completion of the project, the Consultant shall submit to the Department of Transportation a Builder's Pavement Plan. All plan designs shall conform to the specifications required by the Department of Transportation-Builders Pavement Section. When the plans are submitted to DOT for review and approval, a copy of the letter of transmittal shall be sent to the Commissioner.

U. Building Department Submission

If necessary, the Consultant shall submit one copy of the microfilm Building Department Submission to the Department of Parks and Recreation.

V. Barrier Free Access

The Consultant shall design a Project which conforms to the requirements of the Americans with Disabilities Act (ADA), as well as the standards of design as stipulated in Local Law 58, The Department of Buildings and the Mayor's Office for People with Disabilities.

W. Building Code

The Consultant shall conform to the requirements of the New York City Building Code.

X. Services During Construction**1. Shop Drawings and Certificates**

The Consultant shall interpret contract documents and make recommendations in writing according to the following procedures. These procedures shall be made expeditiously so as to avoid delays to the construction process:

The Contractors shall submit to the Consultant, one sepia and five sets of blueprints; six sets of catalog cuts, and, in the case of material samples, two. (The Contractor shall forward a copy of his transmittal letter to Parks and Recreation Construction Division Shop Drawing Unit.)

For shop drawings that are “APPROVED” or “APPROVED AS NOTED”, the Consultant shall stamp the sepia (and mark-up if applicable) and return the sepia to the Contractor with a letter stating or explaining his disposition. Consultant shall use his own company letterhead in making a direct reply to the Contractor and the letter shall be copied to the following:

- * Borough Director
Shop Drawing Unit (no copy)
FMFO/SD w/copy of drawing
Map File w/copy of drawing
- * Supervising Consultant
- * If there is a supervising Consultant, send copies of drawings to him/her, if supervised by Parks and Recreation, send copies to Borough Director.

The first 4 above can be sent together to the attention of the Construction Division Shop Drawing Unit. NOTE: This procedure allows the designer the option of marking-up enough blueprints to accompany the above distribution list or to copy the marked sepia to meet the same objective.

When a submission is “DISAPPROVED” or ”REVISE AND RESUBMIT”, the Consultant shall send a letter directly to the Contractor stating so. The sepia is to be marked accordingly and returned to the Contractor. (The Consultant will probably wish to retain a copy for himself/herself. The balance of blueprints can be thrown away). The disapproval/ resubmit letter shall copy the following (with no attachments, except as noted):

Borough Director (use name)
Shop Drawing Unit (use name)

FMFO/SD - with copy of submission

Supervising Consultant - where applicable (use name)

The first three (3) above can be sent together to the attention of the Construction Division Shop Drawing Unit.

When a SAMPLE is approved, Consultant shall arrange for delivery of one sample to the field supervisor; the contractor may pick up his own sample but may not make delivery to the field.

NOTE: Contractors have been known to underbid projects and supply alleged "as equal" material which actually is inferior material to that which was specified. Therefore, if a contractor wishes to substitute a specified item, it must be submitted to the Consultant for review under the procedures outlined herein and the material may be approved "with no change in contract price."

Subsequent to the contractors being ordered to start construction work, the Consultant shall submit bi-weekly to the Commissioner a complete listing of shop drawings for each construction contract.

The Consultant shall submit to the Commissioner every two weeks after the date that Contractor's shop drawing schedules have been submitted and approved, a complete listing of shop drawings for each contract indicating progress to date. The information submitted shall consist of names of the sub-contractors, names of shop drawings, shop drawing date due in accordance with approved shop drawing schedules submitted by Contractors, date issued, date received, date checked, date returned for corrections, date resubmitted by Contractor, date finally approved by the Consultant and any additional information that may be necessary to clearly indicate to the Commissioner the progressing of shop drawings for each contract of the project. In addition to checking shop drawings, the Consultant shall also check any required drawings of sheeting, bracing and underpinning.

The Consultant shall submit bi-weekly to the Commissioner, a complete listing of all samples submitted to him/her for approval. The listed information shall include the name of the subcontractors, the date submitted, date approved or disapproved and any other information that will provide the Commissioner with the action taken with respect to samples submitted.

The Commissioner reserves the right to select samples for testing for approval of any or all materials required for construction of the Project.

2. When requested by the Commissioner, the Consultant shall interpret construction documents in writing. He shall prepare all supplementary drawings necessary for the enlargement and clarification of the documents prepared by him/her.
3. The Consultant shall make a minimum of six (6) site visits during construction as requested in writing by the Chief of Construction.

4. The Consultant shall at all times be available for all required interpretations of the plans and specifications and he/she shall promptly advise the Commissioner of inadequacies of, or conflicts between, drawings, specifications or both.
5. The Commissioner shall issue all change orders to construction contractors. The Commissioner at his discretion, may consult with the Consultant, prior to the issuance of such change orders.

Y. Reports and Investigations

1. When directed by work order letter, the consultant shall provide to the Agency, a minimum of five (5) copies of any reports or investigations with original photographs and the negatives.
2. All reports and investigations shall be stamped and signed with a New York State Professional Engineers stamp.

Z. Requirements for the Preparation of Construction Drawings and Specifications

Z.1.0 SCOPE

1.1 This specification is intended to provide minimum drafting methods for the preparation of engineering and architectural drawings of archival quality as well as for microfilming and reduction.

1.2 This specification recognizes the need for easily legible reduction and reproduction by both conventional methods and microfilm. It is understood and accepted that the quality of the original document is a vital part of the end product quality. Lines and characters must be black opaque and characters must be large enough for acceptable reproduction. Failure to recognize these basic drafting fundamentals can result in unacceptable micro images and reductions.

1.3 Where specified drawings shall be prepared in accordance with American National Standards Institute (ANSI) specifications. All required ANSI standards shall be the latest revision at date of contract.

1.4 It shall be the responsibility of the preparer of the drawings and related documents to ensure adherence to these requirements. The preparer shall bear full responsibility for proper execution of this specification.

Z.2.0 DRAWING REQUIREMENTS

2.1 DRAWING SHEET SIZE: Drawing sheet size shall be **30"x 42"**. There shall be a one inch (1") border on the left, a one-half inch (1/2") border on the top and bottom and a one-half inch (1/2") border on the right. Each sheet will be in one piece. Sheets that are taped together to conform with the drawing sheet size will not be accepted. On rare occasions a drawing (i.e. topographical survey or boring) obtained from Parks & Recreation will not conform. Such sheets shall be submitted as is.

2.2 ABBREVIATIONS: Shall comply with American National Standard, ANSI Y1.1, Abbreviations.

2.3 LINE CONVENTIONS AND LETTERING: Line conventions and lettering shall be in accordance with ANSI Y.14.2 except as follows:

A. Minimum character height of ANSI Y.14.2, of 5/32" for the body of the drawing may be reduced to 1/8" minimum.

B. There shall be a 1/8" minimum space between lines and a 1/16" minimum space between characters.

C. Typewritten characters: 10 pitch (10 characters per inch) minimum, upper case, opaque dense black ink is acceptable.

D. Documents classified as cartographic, by mutual agreement between the agency and the contractor, need not meet ANSI Y14.2. Cartographic documents shall meet accepted industry standards for cartography.

2.3.1 LINEWORK: For polyester (Mylar, Estar, etc.) sheet drafting, all linework shall be in opaque black ink or plastic film pencil.

A. ACCEPTABLE INK BRANDS (Or Equal):

Gunther Wagner Pelikan "T", "TN"

A.W. Faber-Castell Higgins, Black Magic Waterproof India Ink

Rapid-O-Ink #3072

Koh-I-Nor Rapiddraw #3084

Staedtler Mars 747T

B. ACCEPTABLE PENCIL BRANDS (Or Equal)

Ruwe #205

Berol Turquoise Filmograph

A.W. Faber-Castell Dri Line #1915

Staedtler Mars Dynagraph

Eberhard Faber Microlar

Koh-I-Lar #1500M

Dixon-Crucible FTR, FTR Matte

NOTE: LINE WEIGHT: See Addendum No.2, "SAMPLES" for sample line weights & minimum line weight.

2.3.2 HALF-TONE/DOT PATTERNS: Half-tone or dot patterns are prohibited. (Exception: On the removals plan, existing conditions may be screened).

2.3.3 Drawing on both sides of a sheet is prohibited.

2.3.4 COLOR CODE: The use of color code designation is prohibited.

2.4 MICROFILM ALIGNMENT: Arrowheads to facilitate microfilm alignment shall be located in the margin, on all four sides of each sheet, midway between the edges. (Reference: See ANSI Y14.1, 1980, Figures 1 & 2.)

2.5 RUBBER STAMPS and DECALS: The use of rubber stamps is prohibited. Stanpat decals or equal should be used instead of rubber stamps. (Exception: Consultant seal should be rubber stamp). **NOTE:** If adhesive backed information decals, lettering, symbols, dot pattern screens and/or transfer/rub-on lettering (typically Stanpat, Kroy and Zipatone) are used, the final submission shall be fixed line photo on mylar per Section 3.

2.6 DRAWING IDENTIFICATION: All sheets shall be properly identified with the contract number (i.e. M010-200M), date, scale, sheet number, total number of sheets, drawing title, etc. All sheets within a contract shall be consecutively numbered with the title sheet being number one.

2.7 All consultant generated drawings shall have the consultants seal and signature as well as the company name & address.

2.8 SCALE: A graphic scale shall be placed on all drawings (Exception: Title Sheet). Ideally the scale shall be located at the bottom of the drawing, just left of the title block. The scale shall be kept simple, with the linework and lettering of sufficient weight and size to make the scale clearly legible when the drawing is reduced.

Drawings with several details, sections, elevations, etc. on one sheet shall have a graphic scale for **each**, when drawn to different scales. Drawings, or portions thereof, that are "NOT TO SCALE" shall be clearly labeled as such.

2.9 CADD: Drawings printed on a CADD system shall conform to all aspects of this specification. If the printing process uses powdered toners or developers as in laser, electrostatic or other methods the resulting documents will not be accepted. Acceptable plotting methods are those using ink (pen plotter or ink jet). Should a method of printing other than ink be used the final drawing submission shall be right reading fixed line photo on mylar (See Section 3).

2.10 Revised and supplementary drawings shall conform to all aspects of this specification and shall be appropriately identified.

2.11 Reference drawings and sketches included in specifications shall be limited to 8-1/2" x 11" paper. The name and address of the Agency or Firm preparing such documents shall appear on each page.

Z.3.0 FINAL DRAWINGS

3.1 Final drawings shall be ink or plastic film pencil on minimum 4 mil mylar or right reading fixed line photo on minimum 4 mil mylar. The resultant camera negative may be retained by the contractor or discarded.

3.2 The use of electrostatic and diazo sepia reproduction processes (i.e. sepia vellum, sepia polyester and xerographic type) to produce original equivalent drawings, including topographic surveys, borings and builders pavement plans is prohibited. In general, if the printing process uses powdered toners and/or developers the resulting drawings will not be accepted. Acceptable ink printing processes are pen & ink jet plotters.

3.3 The use of reversed/mirror image fixed line photo mylar is prohibited.

Z.4.0 TOPOGRAPHIC SURVEY

4.1 The original topographic survey shall be included in the contract drawings. The use of electrostatic and diazo sepia reproductions (i.e. sepia vellum, sepia polyester and xerographic type) is prohibited. Where required, a duplicate of the survey, prepared to Parks & Recreation drawing specifications, shall be submitted.

4.2 Topographic Surveys shall be listed on the Title Sheet and shall be consecutively numbered within the set of final contract drawings.

4.3 Topographic Surveys shall be prepared in conformance with Parks & Recreation specifications as presented in the Topographic Survey Contract.

Z.5.0 BORINGS

5.1 The original Boring Location Plan and Log shall be included in the set of final contract drawings. The use of electrostatic and diazo sepia reproductions is prohibited. Where required, a duplicate of the boring, prepared to Parks & Recreation drawing specifications shall be submitted.

5.2 The Boring Plan and Log shall be listed on the Title Sheet and shall be a consecutively numbered item within the set of final contract drawings.

5.3 The Boring Location Plan and Log shall be prepared in conformance with the Parks & Recreation Boring Specification as presented in the Boring Contract.

Z.6.0 BUILDING PAVEMENT PLAN

6.1 When required, the Builders Pavement Plan shall be prepared in accordance with New York City Department of Transportation specifications.

6.2 A copy of each sheet of the approved Builders Pavement Plan shall be included in the final contract drawings. These copies shall be plotted on a pen or ink jet plotter or reproduced using the fixed line photo on mylar process. The use of electrostatic or diazo reproduction processes to produce original equivalent drawings is prohibited.

6.3 The Builders Pavement Plan shall be listed on the Title Sheet and shall be consecutively numbered. Each sheet shall be properly identified with the Parks & Recreation contract number and the drawing sheet number.

Z.7.0 SPECIFICATION REQUIREMENTS

7.1 PAPER: All pages shall be white, 20 lb. bond.

7.2 IMPRINT: Opaque Black

7.3 PRINT METHOD: Computer generated pages shall be printed in a letter quality setting & shall be compatible with Microsoft Word. The use of a draft setting is prohibited.

7.4 FORMAT:

A. Manuscript pages shall be 8-1/2" x 11".

B. Reference drawings and sketches included in the specification shall be limited to 8-1/2"x11".

C. All pages shall be printed on one side only.

D. Lines shall be single spaced within paragraphs.

E. The right margin may be justified or unjustified.

F. Left, right and top margins shall be 1". The bottom margin shall be sufficient to allow page numbers.

F. Page numbers shall be centered.

G. END OF PAGE: Partial pages shall be designated "END OF PAGE" in capital letters as shown below. This shall be centered immediately below the last line of the last paragraph of each partial page.

FONT: 12 Point, Times New Roman.

Z8.0 ANSI. AMERICAN NATIONAL STANDARDS INSTITUTE.**8.1** Copies of the American National Standards may be obtained as follows:

American National Standards Institute
1430 Broadway
New York, New York 10018
(212) 642-4900
American Society of Mechanical Engineers
345 East 47th Street
New York, New York 10018
(212) 705-7722

Z9.0 QUESTIONS.

9.1 Address all questions regarding the above to the Map File, Olmsted Center, (718) 760-6798.

Z10.0 NOTES.

10.1 Notwithstanding the requirements of the ANSI standards, illegible microfilm and reduced drawings are usually the fault of poor or illegible documents.

The major causes of illegibility are:

- irregular, broken or too thin line work.
- characters (numerals and letters) too small or crowded.
- dark background documents (blueprints or Photostats).
- faded, aged paper or cloth.
- poorly maintained typewriter, computer printer or plotter.
- pencil drafting with hard (3H or harder) pencils.

10.2 This specification supersedes "Engineering Drawing Practices and Microfilm Specification, Department of Parks and Recreation" (HHD121) - ALL ISSUES as well as all prior issues of "Requirements for the Preparation of Engineering/Architectural Drawings and Specifications."

AA. Topographic Survey Drawing Requirements

After receiving the order to work and before commencing any field work, it shall be the Surveyor's responsibility to obtain all information in the Map Files at the Olmsted Center pertaining to the site (old topographic & property line maps, sewer, water, electric, landscape contract plans, etc.). Contact shall be made at this time with various utility companies and other City agencies requesting all information in the surrounding streets.

1. Drawings shall comply with the Requirements for the Preparation of Construction Drawings and Specifications, Part II, Article 3, Section Z.
2. The title shall be in the form approved by the Department of Parks Recreation. The title block shall be offset eight (8) inches to the left of the lower right corner of the drawing. Title to contain the survey number, the name of the project, the location of the site and borough, scale, and the date of completion of filed survey. The signature and seal of Surveyor on record must also be included.
3. Survey shall be drawn to a scale of 1" =20' unless otherwise directed.
4. Total square foot area of site is to be indicated.
5. Points of the compass shall be indicated. Use letters "N" for North. Where practical, north point should be toward top of drawings.
6. Give block, lot and house numbers of property. Lot numbers to be shown on each individual parcel. Block numbers to be prominently located within site boundaries.
7. All dimensions and elevations shall be in feet, tenths and hundredths of a foot. Elevations of hard surfaces (pavement, walls, curbs, etc.) shall be to the nearest hundredth of a foot Elevations on earth, grass etc. shall be to the nearest tenth of a foot.
8. Give dimensions and angles of street and record lines. Curved street and record lines shall have the tangent and chord angles indicated. All angles shall be given so that the record lines will close. For sites in locations where there are no street, curbs, sidewalks, adjacent buildings, monuments or other physical means of easily recognizing the location, substantial corner stakes are to be driven and left for future use by the department for locating the site. Where practical, these corner stakes are to be referenced to nearby physical features such as manholes, catch basins, curbs, etc.
9. Street and Avenue lines shall be indicated, giving widths and present names. If they have been renamed, give the old name in parenthesis
 - A. Where streets are to be closed a note to that effect shall be placed within the streets. Where such a street is within the site, an overall dimension shall be given, including the street.
 - B. Show any proposed changes in street or sidewalk widths. Present curb lines shall be indicated with distance from street lines.
 - C. Indicate radius of curbs at street intersections.

- D. Partly paved sidewalks shall be indicated, widths given and located in relation to street line. Elevation of such paved area to be given.
 - E. Give the material and condition (good, fair, or poor) of streets, sidewalks and curbs.
 - F. Indicate materials and condition of areas within site.
 - G. Show the date of when title was vested.
 - H. For projects where Builders Pavement Permits are required the survey shall include such information as may be required by the NYC Department of Transportation.
10. Where changes or additions are required after survey has been completed, they shall be made by the surveyor. On the margin near the title, the survey shall be marked "Revised" with date and initials of the Surveyor, and nature of revisions indicated. Original information shall not be erased but shall be crossed out and the new information added adjacent to the old.
11. The Survey shall indicate the tidal and freshwater wet-lands boundaries in accordance with the rules and regulations of the N.Y. State Environmental Conservation Law.

ELEVATIONS

12. All elevations on site shall be given with reference to Borough Datum. Borough Datum shall be noted with reference to U.S. Coast and Geodetic Datum which will not be disturbed by any future construction and give its elevation with relation to the Borough Datum.
- A. Indicate the actual and theoretical (legal) elevations of curb lines at intersections, whether curbed or not at points where the curb lines are intersected, by 90 degree prolongation of street lines, property lines and/or curve chords. Include the ends of streets to be closed. All these points shall be located by dimension. Check closing of streets as to its effect on the established theoretical elevations at these streets.
 - B. Any proposed change in adopted theoretical grades shall be noted.
 - C. Grade changes shall be prominently noted and located and an actual elevation is to be given at that point, in addition to theoretical elevations. Such point to be marked "Grade Change".
 - D. For sites occupying only part of the block, show existing grades of yards and retaining walls, (top and bottom) on the abutting property, for a

distance of 10 feet from the lot line and 50 feet from the property line, along the street obtaining elevations at the property line, the top and bottom of street curb and the center line of the street.

If the site or adjoining property is vacant, it shall be so indicated.

13. Furnish such surface elevations as are essential to the preparation of estimates for excavating and grading and filling. Elevations shall be provided at a minimum 25 feet grid with sufficient additional elevations to reflect grade changes. Where there are marked depressions, old cellars, wells, vaults, privy vaults, cesspools, cisterns, embankments, hillocks, outcropping rock, etc., boundaries of these should be indicated by lines and such additional elevations as are necessary to give a clear indication of the actual site conditions shall be furnished. Contours of one foot intervals shall also be shown.

Actual elevations shall be given at 25 feet intervals along curbs at both sides of the roadway, street lines and center line of street. Elevations shall extend 50 feet beyond the property line on both sides of the street, centerline and street lines. This shall apply whether curbs are built or proposed and streets are paved or unpaved.

SOUNDINGS

14. All ponds, lakes and streams shall be located. Soundings shall be taken at 25 feet cross section points and any additional soundings to give a clear indication of the bottom of the stream or body of water. Contours of one foot interval shall also be shown.

ENCROACHMENTS, PROJECTIONS AND ENCUMBRANCES

15. Locate by scale: lamp posts, fire hydrants, poles for electric and telephone lines, elevated road pillars, sidewalks, sub-structures, sewer catch basins, depressed curbs, traffic signals and signs, etc.
- 15A. Locate by scale, trees 6 inches in caliper or over which exist along the streets and on site. Give caliper, type and condition and an elevation at the base. Tree caliper should be measured 4 feet above ground.
16. Indicate kind of buildings, on site and locate them by scale outlines with elevations of the lowest floor, cellar, vaults, and sill elevation at all entrances. Areaways, retaining and fence walls, fences, cesspools, underground tanks, etc., within the site, shall be indicated by scale and dimension. Note condition.
17. Furnish available information on buildings, which formerly occupied the site. Buildings shall be shown by scale with an elevation of the lowest floor. Date and source of data shall also be noted.

18. Information about existing buildings on adjoining property which are clear of the record lines shall generally be the same as required for buildings on site.
- 18A. Show all encroachment along the lines, such as buildings, retaining or fence walls, fence, etc. and indicate accurately the amount of encroachment by dimension at various points. Where walls, etc. are right with the lines, they shall be indicated as "Corr". Indicate by dimensions whether foundations of adjoining buildings, etc. on or close to the lot lines encroach on the park property. Material and conditions relating to lot line walls must be given. Indicate whether wall is independent, party wall, etc. Note condition.
- 18B. On sites where adjoining buildings are on or close to our lot line, the following information must be given to a distance of ten feet from said lot lines: Location of the building by dimension. Elevations of main and extension roofs, parapets, chimneys, exhaust vents, intakes, etc. Indicate whether walls are plumb and the amount of overhang on park property.

SEWERS IN STREET AND ON SITE

19. Indicate source and date of utilities and subsurface information when it is obtained from other than field survey. Utility information shall be given for the full width of the street. Sewer lines shall be indicated by size, materials and location from street lines. Indicate manholes and catch basins with rim and invert elevation of each given. Extend information whether manholes are offset from centerline, of sewers and directions of branch pipes in manholes. Indicate whether sewers are sanitary, storm water or combines, if private, so state. Where there are no sewers in streets and sewers are proposed, show the same information as above, giving due consideration to the difference between the highway and sewer department data for invert and rim elevations.
- 20A. All subsurface utility information is to be obtained and shown on the plan. These utilities are to be located by scale from street line, size and number. Manholes and vaults of such utilities are to be indicated. The utilities include gas, water, electric, telephone, telegraph and steam mains. Indicate any information regarding other substructures.

Indicate which if any utilities are not in the street.

Dead Ends of all utilities shall be located by dimensions from street lines and marked "Dead End", capped or plugged.
- 20B. Water Mains shall be indicated. Give size and locations by dimensions from street lines. If water lines are privately owned, give name of owner. If high pressure, so state.

21. Where applicable, the following note shall be shown on the survey signed by the surveyor "This is to certify that there are no streams or natural water courses in the property as shown on this survey.
22. Whenever subway lines are on or near site boundaries, the following information must be obtained and indicated on the survey drawing.
 - a. Location by dimension of subway wall nearest to street lines.
 - b. Location by dimension of subway shafts and appurtenances and entrance and exit stairways and escape hatches.
 - d. Elevation of Base of rail and top and bottom of concrete enclosure.
23. Furnish available information regarding old streams, ponds and low areas that have been filled in regarding subsurface conditions that might require an unusual type of foundation or waterproofing.
24. Upon completion of the survey, three (3) prints shall be submitted for approval. Along with this, a copy of the specification should be submitted and marked to indicate the applicable data on the survey. Where any requirements have not been met, the surveyor shall state the reasons for not doing so in his transmittal.
25. FINAL SUBMISSION.

Consultant shall deliver two (2) sets of the topographic survey prepared per this specification.

 - A. One (1) Original ink on Polyester film (i.e. Mylar).
 - B. One (1) Duplicate set prepared either as ink on mylar or right reading camera-photo wash-off mylar.

SURVEYOR SEAL & SIGNATURE - Original seal & signature must appear on both original ink polyester and the camera-photo wash-off mylar.

BB. Boring Requirements

- 1.0 The Contractor shall furnish all labor, materials, and equipment required to perform all of the boring work as shown on the boring plan or specified hereinafter, which, without restricting the generality of the foregoing, shall include the making of test borings, the obtaining and analyzing of core and spoon samples, the detailing of the depth of rock, if encountered, and the character of the soil, rock, construction and/or other materials of every kind and character, the inspection, logging and recording of all data by a Professional Engineer or his Representative and the submission of samples and data to the Engineer. The work shall be done in a thorough and workmanlike manner in

accordance with the regulations of the Civil Authorities having jurisdiction there over and subchapter 11 of the New York City Administrative Building Code.

With reference to technical aspects of the specified work, the Engineer will be the Department of Parks representative and will have sole authorization to make changes in specified procedures and work quantities. As the purpose of these borings is to furnish the Park Department with reliable information regarding the character and elevations of the several soil formations underlying the site of the work, the Contractor shall give the Engineer every facility for obtaining his own records and determining every detail of the work as it progresses

Information on accessibility of Boring locations, nature of terrain, availability and terms for obtaining water and all other conditions affecting the work must be obtained by the Contractor. Where Contractor's vehicle does not have sufficient overhead clearance at chain link fence gate entrances, the Contractor shall remove head rail and mesh to gain access. After completion of work at site, the Contractor shall restore fence with proper hardware. Upon completion and acceptance of the work in each area, the Contractor shall immediately backfill holes, compact area and restore pavements, in earth with earth, in pavement plug upper part with similar Paving Material except when specifically instructed to leave a boring open for ground water observation or other purpose. He shall remove or destroy any equipment, tools or supplies, which might create any hazard not previously existing. Each work area will be cleaned and left in satisfactory condition. Drill holes shall be located as shown on the plans. If for any reason drill holes have to be offset, new locations shall be indicated on the plan. The Engineer's approval must be secured for new locations of drill holes, which are more than five (5) feet from the original designated locations. The Contractor shall take additional borings only when directed by the Engineer.

- 2.0 DEPTH OF BORINGS: The Borings shall be extended deep enough into nominally satisfactory bearing material to establish its character and thickness in accordance with the requirements of the New York City Administrative Building Code and to the satisfaction of the Engineer. The Minimum Depth of Borings shall be as noted on the Boring plan except where rock is encountered within the depths noted. The Borings shall be cored a minimum of 5 feet into rock.
- 3.0 SOIL BORINGS: Borings shall be made with approved apparatus either by driving steel pipe casings of various sizes with a 300 lb. hammer falling 18 inches or drilling with a hollow stem auger in order to maintain an open hole without loss of ground and recovering bottle samples. The use of water jet to advance the casing will not be permitted except when approved by the Engineer.

After the casing is driven to the desired depth, soil shall be carefully cleaned out to the bottom of the casing by washing, jetting or other approved methods. Dirty water, which would affect the accuracy of the samples, must not be re-circulated during the boring operation. Borings shall penetrate all materials encountered in the driving of the casing, the Contractor shall clear or remove the obstruction by jetting, chopping, spudding,

drilling, or other suitable means. No extra payment will be made for clearing or removing obstructions.

Soil samples shall be recovered with a two (2") inch outside diameter split spoon sampler having an inside diameter of 1 3/8 inch, constant internal cross section and a length not less than 24 inches. The rods to which the sampler is attached shall be one-inch extra heavy pipe of 1 5/8 inch outside diameter drill rods. The sampler shoes shall be kept reasonable sharp at all times. Use of dull, bent or otherwise damaged sampler shoes will not be permitted. The spoon shall be driven into the soil by means of a 140-pound weight having a free fall of thirty inches. The number of blows required to drive the sampler for each 6 inches to the total penetration of 24 inches, shall be recorded.

Split spoon samples shall be taken with either a steel pipe casing or a hollow stem auger where shown on the boring plan or as directed by the Engineer. Split spoon samples shall be taken at intervals not to exceed five feet and also at every change in soil stratification as established from sampling, observation of the wash material and driving resistance during the progress of the boring exploration. Before recovering the samples, the hole shall be cleaned to the bottom of the casing and any disturbed soil shall be removed. Immediately upon removal from the hole, a representative section of the sample recovered shall be removed and sealed in a moisture proof jar.

Jars shall be eight (8) ounce large mouth screw top glass jars or bottles having a diameter of approximately two (2) inches. The jars and boxes shall be provided at the expense of the Contractor. Each sample container shall be clearly labeled to show the sample number, boring hole number and the depth below the surface from which the sample was recovered.

The Contractor shall deliver the soil samples from each site to the Engineer in a separate wooden box. The boxes shall become the property of the Department of Parks.

- 4.0 **ROCK CORINGS:** Where borings are required to penetrate rock, they shall be advanced by core drilling, and core samples shall be recovered using a double tube core barrel and diamond bits that provide cores (size BX) at least 1 3/8 inch diameter. The drillings shall be advanced in increments of 5 feet until a core recovery satisfactory to the Engineer is recovered. Soft or decomposed rock shall be sampled with a driven sampler wherever possible.

Should it be impracticable at any depth of rock to obtain a core, or should seams of soft, disintegrated or highly fractured rocks be encountered, particular care shall be taken to obtain samples of the material and the correct measurements of the depth for which no core is obtainable.

Every attempt shall be made to recover as high a percentage of a core as possible. The Contractor shall regulate the speed of the drill and remove the core as frequently as directed in order to maintain a maximum percentage of recovery, special care being taken where the character of rock being penetrated is uncertain.

The Contractor shall furnish appliances that will provide a satisfactory amount of core recovery.

The entire length of the cores covered shall be stored in substantial wooden boxes divided 7to hold the cores in place. The alignment of the core from top to bottom shall be indicated and any unsuccessful attempts to recover core samples shall be noted. The boxes for the handling and storage of rock cores shall be made of pine in an approved manner, 60 inches long by 11-½ inches wide and 4-½ inches deep, constructed of one inch dressed lumber and partitioned.

The boxes shall be equipped with hinged covers and approved locks, catches and 1/4" ropes handles. The boxes shall form compact permanent cases for protecting the cores. One end and one side of each box shall be labeled with an oil base paint to clearly designate the "Job," the "Boring" and any other necessary data ordered by the Engineering.

All rock cores shall be carefully handled so that they shall not be lost, destroyed or injured.

Each core shall be clearly labeled or marked to indicate the number of the boring hole, the elevation from which the core was recovered, the drill-run number and the depth of the drill run. The core-boring log shall state the percentage of a core recovered as compared with the actual depth of drilling required to obtain the same. The Contractor shall deliver the rock borings to the Engineer in the wooden boxes. The boxes shall become the property of the Department of Parks.

- 5.0 GROUND WATER OBSERVATION: Ground water elevation shall be observed at sufficiently frequent intervals to determine both the time required to reach equilibrium and subsequent fluctuations, taking precautions to insure that the observed ground water elevation is not influenced by obstructions due to the casing or soil tube, or the water used in drilling, or by surface water, or by other surface circumstances. If the hole is completed in a one-day period or fraction thereof, observations shall be required after the first ten feet of casing are withdrawn and after all casing has been withdrawn.

The Contractor may be required to bail out the hole prior to the removal of casing if soil conditions so indicate as determined by the field inspector. In impermeable clay soils, depth to saturated soil may be used as the depth to water. The driller shall record for all holes: depth of water, date and time of reading and depth of casing at time of observation.

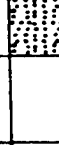
- 6.0 RECORDS: The following records shall be kept by the contractor:

- a. Date work was done.
- b. Engineer, Contractor, Inspector and names of foreman and crew making the borings.

- c. Location and Total depth of each boring.
- d. Elevation of the ground surface at each boring and elevations at which samples were taken referred to U.S.C. & G.S. Datum as noted on the boring plan.
- e. Elevations of boundaries of soil strata.
- f. Size and description of the casing; a description of the sampler, a description of the drill tools and equipment including, where used, the size of diamond bits and type of core barrels.
- g. The weight and drop of the hammer on both the steel pipe casing and the sampler.
- h. The number of blows on the steel pipe casing per foot of penetration (to a depth the casing is used).
- i. The number of blows required to penetrate the sampler for each 6 inch increment of penetration, for each sample.
- j. Elevation of ground water together with any variations in this level noted during the progress of the boring work and a description of how and when the ground water level was observed.
- k. Description of soil strata encountered.
- l. Elevation at which core drilling was started and stopped for each "run."
- m. Percent recovery for each "run" of core drilling.
- n. Any particular, unusual or special conditions which may be helpful in identifying the sample and in recording the character of the sub-surface conditions, such as loss of wash water, boulders, cavities, obstructions, description of miscellaneous fill when encountered, and use of special type of samplers, traps, etc.
- o. All abandoned or unsuccessful attempts at borings and rock drilling shall be reported.
- p. Soil and Rock shall be described in accordance with the following classifications.
 - 1. Kind: Topsoil, fill, loam, mud, clay, sand, gravel, etc.
 - 2. Color: Light, dark, blue, red, etc.
 - 3. Moisture: Dry, moist, wet, very wet, etc.
 - 4. Consistency: Soft, loose, medium, compact, stiff, etc. Determination of running sand.
 - 5. Presence of boulders, hardpan, disintegrated rock. For rock state whether it is soft, medium or hard rock.
 - 6. In classifying strata, the names of materials shall be given in order to their prominence. Group symbols in accordance with table 11-1, Unified Soil Classification, (SP, ML), shall be given along with its corresponding Class of Material (1-65 through 11-65) as described in table 11-2, Allowable Soil Bearing Pressures of the New York City Building Code.
- q. The submitted boring logs shall include columns indicating depth in feet below grade, spoon blows per ½ foot, casing blows per foot, class of material and description, unified soil classification and symbols. **Typical boring log is shown on next page.**

- r. A location plan, prepared in sufficient detail, including known landmarks and dimension lines, to enable the Engineer to reestablish the locations at which the borings or test pits were made.
- s. The drawings shall be signed by a Licensed Professional Engineer certifying to the correctness of all information indicated thereon and that the borings were witnessed by him or his representative and comply with the provisions of The New York City Administration Building Code. In addition to the original mylars, the Contractor shall, whenever required, submit two (2) signed and sealed prints. This will be requested whenever test borings are taken for a proposed building foundation.
- t. In addition, the Professional Engineer shall complete three (3) original signed copies of the **Building Department Statement of Responsibility forms TR-1 and TR-4** and submit to the Department of Parks and Recreation.

END OF PAGE

BORING B-1						
GROUND SURFACE						
DEPTH FT.	SPOON BLOWS per 1/2 ft.		HOLLOW STEM AUGER	MATERIAL	CLASSIFICATION	SYMBOL
5.0	1	1	X	Dark brown	ML	
	1	2		SILT, with fine sand, clay and gravel		
				ML (10-65)		
10.0	2	1	X	Brown	SM	
	2	3		SAND, fine, with some silt		
				SM (8-65)		
15.0	4	6	X	Brown, reddish	CL	
	4	4		silty CLAY with trace gravel		
				CL (11-65)		
20.0	13	13	X	Brown, reddish	ML	
	7	9		SILT with some rock fragment		
				ML (10-65)		
25.0	20	12	X	Brown	SP	
		26		SAND		
				fine to medium, with trace gravel		
				SP (7-65)		
30.0	6	11	X	Brown	SM	
	16	15		SAND, fine, with silt, gravel, some wood pieces, and trace oil		
				SM (8-65)		
32.0	3	6	X	Brown, wet	SP	
	8	9		SAND, f.-c., with rock fragment		
35.0				SP (7-65)		
				Bottom of hole 32'		
40.0						

7.0 DRAWING REQUIREMENTS

Drawing Sheet Size: Drawing sheet size shall be 30" x 42". There shall be a one inch (1") border on the left, a one-half inch (½") border on the top and bottom and a one-half (½") inch border on the right. Each sheet will be in one piece. Sheets that are taped together to conform with the drawing sheet size will not be accepted.

Abbreviations: Shall comply with American National Standard, ANSI Y1.1, Abbreviations.

Line Conventions and Lettering: Line conventions and lettering shall be in accordance with ANSI Y.14.2 except as follows:

Minimum character height of ANSI Y.14.2, or 5/32" for the body of the drawing may be reduced to 1/8" minimum.

Typewritten characters 10 pitch (10 characters per inch) minimum, uppercase, opaque dense black, are acceptable.

LINE WORK: For polyester (Mylar, Estar, etc.) sheet drafting, all LINE WORK shall be in opaque black ink.

ACCEPTABLE INK BRANDS (Or Equal):

Gunther Wagner Pelikan "T," "TN"

A.W. Faber-Castell Higgins, Black Magic

Waterproof, India Ink

Rapid-O-Ink #3072

Koh-I-Nor Rapiddraw #3084

Staedtler Mars 747T

Drawing on both sides of a sheet is prohibited.

Half-Tone/Dot Patterns: Half-Tone or dot patterns are prohibited.

Color Code: The use of color code designation is prohibited.

Microfilm Alignment: Arrowheads to facilitate microfilm alignment shall be located in the margin, on all four sides of each sheet, midway between the edges. (Reference: See ANSI Y14.1, 1980, Figures 1 & 2).

Rubber Stamps: The use of rubber stamps is prohibited. Stanpat decals or equal should be used instead of rubber stamps. (Exception: Consultant seal should be rubber stamp).

NOTE: If adhesive backed information decals, lettering, symbols, dot pattern screens and/or transfer/rub on lettering (typically Stanpat, Kroy and Zipatone) are used, the final submission shall be camera-photo wash-off Mylar per the FINAL DRAWINGS Section.

Title Block: 9 1/4" inches left of lower right corner of the format.

Boring Legend Block: Dimensions shall be 9 1/4" wide by 29" high.

Drawing Identification: All sheets shall be properly identified with the contract number (i.e., M-10-187), date, scale, sheet number, total number of sheets, drawing title, etc.

All consultant-generated drawings shall have the consultant's seal and signature.

Revised and supplementary drawings shall conform to all of the above and shall be appropriately identified.

CADD: Drawings printed on a CADD system shall conform to all aspects of this specification. If the printing process uses powdered toners or developers as in laser, electrostatic or other methods the resulting documents will not be accepted. Acceptable plotting methods are those using ink. Should a method of printing other than ink be used,

the final drawing submission shall be right reading camera-photo wash-off Mylars as per the FINAL DRAWINGS Section below.

FINAL DRAWINGS: Final drawings shall be ink or right reading camera-photo wash-off Mylar (Dupont-Crovex or equal) on minimum 4 mil Mylar. The resultant camera negative may be retained by the contractor or discarded.

With prior approval of the agency, excellent quality original ink drawings may be reproduced by the contact direct positive wash-off process thereby eliminating the camera negative.

The use of non-archival electrostatic, diazo print or diazo sepia reproduction processes (i.e., sepia vellum & sepia polyester and Xerox type) to produce original equivalent drawings is prohibited.

The use of reversed/mirror image camera-photo wash-off Mylar is prohibited.

8.0 **ABANDONED BORINGS:** The Contractor must assume the risk of encountering boulders or other obstacles and must either carry borings through or past such obstacles. If borings are abandoned, the Contractor shall put down additional borings adjacent to those abandoned. No payment will be made for holes abandoned before reaching the final depth required as ordered by the Engineer, unless he decides that the boring so abandoned is acceptable, and no substitute boring is made. The results of the abandoned borings shall be included in the record and drawings.

9.0 **DAMAGE TO PROPERTY:** The Contractor shall take every precaution against injuring paving, utilities, lawn areas, and other property, and shall promptly repair, at his own expense and to the satisfaction of the Engineer any such damage to such paving, utilities, lawn areas, and other property. Holes in paving shall be repaired with matching construction and disturbed lawn areas shall be re-seeded or re-sodded.

10.0 **PLANT:** All plant, equipment and methods shall be approved by the Engineer before the work is begun. However, approval of the equipment shall not be construed as including approval of the performance thereof. Additional equipment and methods shall be provided where ordered by the Engineer if required in order to perform the work satisfactorily in accordance with the specifications.

CC. ANSI - American National Standards Institute.

Copies of the American National Standards may be obtained as follows:

American National Standards Institute
1430 Broadway
New York, New York 10018
(212) 642-4900

American Society of Mechanical Engineers
345 East 47th Street
New York, New York 10018
(212) 705-7722

DD. NOTES.

1. Notwithstanding the requirements of the ANSI standards, illegible microfilm and reduced drawings are usually the fault of poor or illegible documents.

The major causes of illegibility are:

- irregular, broken or too thin LINE WORK.
- characters (numerals and letters) too small or crowded.
- dark background documents (blueprints of Photostats).
- faded, aged paper or cloth.
- poorly maintained typewriter or computer printer.
- pencil drafting with hard (3H or harder) pencils.

2. QUESTIONS.

Address all questions regarding Sections Z, AA, BB, and CC to the Map File, Olmsted Center, 718-760-6798.

END OF PAGE

PART III

LEGAL REQUIREMENTS

PART III - LEGAL REQUIREMENTS

ARTICLE 1 - General Provisions

A) Definitions:

1. The words "the Mayor" where used herein, are understood to mean the Mayor of the City of New York, his successors or duly authorized representatives.
2. The words "the Commissioner" where used herein, are understood to mean the Commissioner of Parks & Recreation, his successors or duly authorized representatives.
3. The word "project" where used herein, is understood to mean the specific sites authorized under this contract from the Commissioner.
4. The words "consultant" and "contractor" where used, in Part III only, are understood to mean the consultant performing work under this contract.

B) The City hereby retains the Consultant to serve as the City's Consultant for the contract, to perform the services hereinafter described, on the terms and conditions specified herein and the Consultant hereby agrees so to serve.

C) The provisions of the Specific Requirements for this Project are defined in Article 3 of the Standard Requirements (Part II). If there is any conflict between the Specific Requirements and any other Article of this agreement, the Specific Requirements shall prevail.

D) This contract is subject to the Rules of the Procurement Policy Board of the City of New York dated March 2004 and any subsequent editions. In the event of a conflict between said Rules and a provision of this contract, the Rules shall take precedence.

ARTICLE 2 - Personal Services of the Consultant

It is the intent of this contract to secure the personal services of the Consultant or a duly authorized and competent representative or representatives acceptable to the Commissioner. Failure of the Consultant for any reason to make the personal service of such a person available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of the contract.

Such personal services shall include having the Principal of the firm available to respond to any inquiries made by the Commissioner, concerning any portion of the project, within 24 hours after such an inquiry has been made. The Principal's response can be made by telephone, overnight mail, facsimile machine, or personal meeting but a response must be made within 24 hours.

ARTICLE 3 - Contract Succession

In the event of the death or disability of the Consultant, any qualified Partner or Associate of the Consultant may be authorized, at the option of the Commissioner, to continue, perform and complete all of the terms, covenants and provisions contained in this contract as the completing consultant.

ARTICLE 4 - Extension of Time

Upon written application by the contractor/consultant, the Agency Chief Contracting Officer may grant an extension of time for performance of the contract. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause.

The ruling of the Agency Chief Contracting Officer shall be final and binding as to the allowance of an extension and the number of days allowed.

No Damage for Delay: The contractor/consultant agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

ARTICLE 5 - Pricing

- A. The contractor shall, whenever required during the contract, including but not limited to the time of bidding, submit cost or pricing data and formally certify that, to the best of its knowledge, and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The contractor shall be required to keep its submission of cost and pricing data current until the contract has been completed.
- B. The price of any change order, or contract modification is subject to the conditions of paragraph A, shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the supplier which was inaccurate, incomplete, or not current as of the date agreed upon by the parties.
- C. Time for Certification. The contractor must certify that the cost or pricing data submitted are accurate, complete, and current as of a mutually determined date.
- D. Refusal to Submit Data. When any contractor refuses to submit the required data to support a price, the contracting officer shall not allow the price.
- E. Certification of Current Cost or Pricing Data.
Form of Certificate. In those cases when cost or pricing data is required, Certification shall be made using a certificate substantially similar to the one contained in Chapter 4 of the PPB rules and such certification shall be retained in the agency contract file.

ARTICLE 6 - Contract Changes

Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or the Agency Chief Contracting Officer's designee. Consultants deviating from the requirements of an original purchase order or contract without a duly

approved change order, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract.

Contract changes will be made only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for any material alteration in the scope of work.

Changes may include any one or more of the following:

- Specification changes to account for design errors or omissions;
- Changes in contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original contract amount or \$100,000 shall be approved by the CCPO (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts),
- Extensions of a contract term for good and sufficient cause for a cumulative period not to exceed one year from the date of expiration of the current contract.
- Changes in delivery locations;
- Changes in shipment method; and

Any other change not inconsistent with 4-02 the P.P.B Rules (ed. 3/04)

ARTICLE 7 - Payment For Services - Additional Compensation

A. Changes Not Involving Scope

1. At any time during the term of this contract, the Consultant shall revise and correct, without additional compensation therefore, any and all drawings, specifications, etc., until the same shall be accepted by the Commissioner and by all other agencies whose approval is required by law.
2. Should any substantial change, other than a change in project scope, make it necessary for the Consultant to change drawings or specifications after acceptance of the preliminary documents, the Commissioner shall direct such change in writing.
3. Should any substantial change, other than a change in project scope, make it necessary for the Consultant to change drawings or specifications after approval of the final documents, subject to prior concurrence by the Director of Management and Budget, such changes constitute extra work and shall be compensated for in accordance with Section C of this Article.

B. Changes Increasing Scope

1. The Consultant shall not make any changes in the scope of work as outlined herein at any time, without prior authorization in writing from the Commissioner, concurred in by the Director of Management and Budget, and without prior

approval in writing by the Director of Management and Budget of the amount of compensation for such changes. Payment for such changes in scope of work, which may constitute extra work (or “Additional Professional Services”), shall be made to the Consultant.

2. If the Consultant is of the opinion that any work he has been directed to perform is beyond the scope of this contract and constitutes an Additional Professional Service, he shall notify the Commissioner in writing within ten (10) days of such direction. Subject to concurrence by the Director of Management and Budget, the Commissioner's determination as to whether or not such work constitutes extra work shall be final, conclusive and binding upon the Consultant.

C. Payment for Extra Work

The Consultant shall be paid additional compensation for Additional Professional Services performed under this in accordance with Part I, Article 6, paragraph 5.

D. Decrease in Scope

The Commissioner shall have the right to reduce the scope of the services of the Consultant hereunder, at any time and for any reason, upon written notice to the Consultant, specifying the nature and extent of such reduction. In such event, the Consultant shall be fully compensated for work already performed, including the payment of all necessary Contract Fee amounts due and payable hereunder prior to receipt of written notification of such reduction in scope and shall be compensated for the work remaining to be done, as determined by the Commissioner, and approved by the Director of Management and Budget. The work of revising documents as a result of reduction in scope of the Project shall be compensated for as a change therein as provided in this Article.

E. Cancellation of Work

An additional alternative which may be invoked in connection with increases or decreases in scope of substantial nature is the cancellation of the contract at the time of the change, and a re-negotiation of a new contract and fee based on the revised scope, taking into account the payments made on the existing documents to make them compatible with the revised scope. The Commissioner shall determine whether an increase or decrease in scope is a substantial nature within the meaning of this paragraph, and his determination shall be final, conclusive and binding upon the Consultant.

F. Change Through Fault of Consultant

In the event, however, that any change is required in the plans, drawings, specification or other documents because of defect of design or un-workability of details, or because of any other fault or errors of the Consultant, no additional compensation shall be paid to the Consultant for making such changes.

ARTICLE 8 - Additional Provisions With Respect To Payments

1. This contract and all payments hereunder shall be subject to audit by the Department of Parks and Recreation and post audit by the Comptroller of the City in accordance with Section 93d 1.0 subdivision 4 of the Administrative Code of the City of New York.

2. All payments shall be paid by the City out of such monies as may be reserved by the Comptroller of the City for the purposes herein provided. The Commissioner and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to the Consultant.
3. Notwithstanding any other provision of the contract, it is expressly understood that should the cost of additional services exceed five percent (5%) of the Maximum Fee payable hereunder, the Consultant agrees not to seek and shall not be entitled to compensation for services in excess of five percent (5%) of the fee as stated above in the absence of prior written approval of the Director of Management and Budget of such change in this contract, notwithstanding instructions by the Commissioner and such instructions shall be deemed null and void.
4. Amendments, including change orders for expenditures of an amount not exceeding 10% or \$100,000 whichever is greater, to this contract shall not be effective unless approved by the Agency Chief Contracting Officer. Amendments and change orders for expenditures greater than 10% or \$100,000 require additional approvals.

ARTICLE 9 - Prompt Payment

The Prompt Payment provisions set forth in Section 4-06 of the PPB rules in effect at the time of the bid will be applicable to payments made under this Contract.

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.

Determination of interest due will be made in accordance with the provisions of Section 4-06 of the PPB Rules and the New York State General Municipal Law Article 5-A, Section 106b.

If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).

The Contractor shall pay each Subcontractor (including a materials supplier) 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 supplier under this Contract.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or suppliers for Work performed under this Contract in the same manner and within the same time period set forth above.

ARTICLE 10 - Audit and Examination of Accounts

The Consultant shall keep, and will cause each Sub-contract Professional and consultant engaged hereunder to keep accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract in relation to the engagement and payment of all Sub-contract Professionals and consultants, and in relation to any services performed for which additional compensation will be claimed. The aforementioned accounts shall be available, upon reasonable and authorized request, to the Commissioner and the Comptroller of the City of New York or their representatives for examination and audit. Said accounts shall be kept for a period of six years after termination of their contract.

ARTICLE 11 - Monies Withheld

When the Commissioner shall have reasonable grounds for believing that:

- a) The Consultant will be unable to perform this contract fully and satisfactorily within the time fixed for performance, or
- b) A meritorious claim exists or will exist against the Consultant or the City arising out of the negligence of the Consultant or the Consultant's breach of any provision of this contract, then the Commissioner or the Comptroller may withhold payment of any amount otherwise due and payable to the Consultant hereunder. Any amount so withheld may be retained by the City against any loss and may, after written notice to the Consultant, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the Commissioner's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

ARTICLE 12 - Final Payment Acceptance

The acceptance by the Consultant, his successors or assigns of any payment made on the final certificate under this contract, or of any final payment due on termination of this contract, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Consultant, his successors or assigns have or may have against the City under the provisions of this contract.

ARTICLE 13 – Insurance

A. Agreement to Insure

The Consultant will insure, and will require each Sub-consultant to insure against the risks and to the extent stated below in sub-sections (1), (2), (3) and (4) as indicated, against the following risks to the extent stated:

The Sub-consultant(s) shall maintain a similar policy of insurance covering as insured the City of New York, and each Sub-consultant.

1. **Comprehensive General Liability Insurance** - covering as insured the Consultant and the City of New York in the Project, with not less than the following limits of liability:

Bodily Injury or Death - \$2,000,000 combined single limit.

The Sub-consultant(s) shall maintain a similar policy of insurance covering as insured the City of New York, and each Sub-consultant.

2. **Valuable Papers Insurance** insuring all plans, designs, drawings, specifications and documents produced or used under this contract by the Consultant or any Subcontract Design Professional(s), in a total amount not less than 35% of the Original Fee stipulated in Part I, Article 8.

The Consultant may furnish full coverage under one policy or may submit separate policies from his Subcontract Design Professional(s) for their proportionate shares of said coverage.

The benefits of all Valuable Papers Insurance shall be made to extend expressly to the City of New York.

3. **Workmen's Compensation Insurance** securing compensation for the benefit of the employees of the Consultant and the employees of each Sub-consultant(s), as required by the Workmen's Compensation Law.
4. **Professional Liability Insurance** covering as insured the Consultant with not less than the limit of liability set forth in **Article 3, Section B of the Standard Requirements (Part II)**.

The Sub-consultant(s) shall each maintain coverage in an amount not less than the limit of liability set forth in **Article 3, Section B of the Standard Requirements (Part II)**.

In the event the Consultant is a joint venture, such required insurance must be provided in the name of the joint venture and cover as insured the joint venture itself. Separate insurance policies covering each respective partner to the joint venture will not be accepted, unless each such policy is specifically endorsed to cover the activities of the joint venture. Respondents are advised that the cost of all required insurance must be included in the Fee Proposal.

The professional liability policies required herein shall include an endorsement covering the Consultant's indemnification obligations set forth in this Article.

B. Proof of Insurance

All required insurance must be issued by companies who can lawfully issue the required policies and have an A.M Best Rating of at least A-7 or a Standard and Poor's Rating of at least AA, must specifically list City of New York as an additional insured, and must be in effect and continue so during the life of the Contract. As soon as practicable, upon execution of this contract and before commencing any performance hereunder, the Consultant shall deposit, and shall cause each Sub-consultant to deposit, with the Commissioner, the original policies of insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Commissioner of the payment of premiums, and thereafter not less than 10 days before the expiration dates of the expiring policies.

C. Endorsements to Policies

The following endorsements shall be made part of the insurance policies described in this Article, section A, as specified below:

1. This policy shall not be canceled or terminated, or the coverage thereof reduced, until thirty (30) days after receipt of written notice thereof by certified mail addressed to the Commissioner.
2. Notice of accident shall be given to the Insurance Company within sixty (60) days after notice to the City of such accident, or notice of claim shall be given to the Insurance Company within sixty (60) days after such claim shall have been filed

with the Comptroller of the City of New York. Notice to the Insurance Company by either party shall be deemed sufficient notice under the policy.

3. The presence of representatives of the City on the site of the work shall not invalidate this policy.
4. Violation of any of the terms of any other policy issued by the Company to the Consultant or any Sub-consultant shall not invalidate this policy.

D. Duration of Insurance

The insurance policies described in this Article shall be kept in force for the period specified below.

1. Comprehensive General Liability Insurance shall be kept in force until receipt of final payment by the Consultant.
2. Professional Liability Insurance shall be kept in force until at least one (1) year after final payment to the Consultant.
3. Workmen's Compensation Insurance: This contract shall be void and of no effect unless, in compliance with the Workmen's Compensation Law, the Consultant for his employees, and each Subcontract Professional, for his employees, shall secure compensation for the benefit of, and keep insured until receipt of final payment by the Consultant hereunder, all such employees engaged in the performance of this contract as are required to be insured under said Law.

ARTICLE 14 - Indemnity

- A. The Consultant shall be liable and hereby agrees to indemnify and hold harmless the Commissioner and the City, each officer, agent or employee of the Commissioner and the City, against all claims against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by any error, omission or negligent act of the Consultant or anyone employed by the Consultant, in the performance of this contract.
- B. Copyrights and Patents: The Consultant shall be liable to and hereby agrees to defend, indemnify and hold harmless the Commissioner and the City, each officer, agent and employee of the Commissioner and the City, against all claims against any of them for infringement of any copyright or patent arising out of the use of any plans, designs, drawings or specifications furnished by the Consultant in the performance of this contract.

ARTICLE 15 - Liabilities

The Consultant shall not assert any claim arising out of any act or omission by any officer, agent or employee of the City in the execution or performance of this contract against such officer, agent or employee. Such claims may be made against the City.

The Consultant shall require such Sub-consultant or Consultant to agree in his contract not to make any claim against the City, its officers, agents or employees, by reason of such contract, or any acts or omissions of the Consultant.

Nothing in this contract shall be construed to give any person other than the City and the Consultant any legal or equitable right, remedy of claim under this contract; but it shall be held to be for the sole and exclusive benefit of the City and the Consultant.

ARTICLE 16 - Claims-Limitation of Action

No action shall be maintained by the Consultant, his successors or assigns, against the City on any claim based upon or arising out of this contract or out of anything done in connection with this contract unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder in the Office of the Comptroller, or within six (6) months after the accrual of the cause of action, whichever is earliest.

ARTICLE 17 - Resolution of Disputes

17.1 All disputes between the City and the Contractor of the kind delineated in this article that arise under, or by virtue of this Contract shall be finally resolved in accordance with the provisions of this article and the PPB Rules. The procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

17.1.1 This article shall not apply to disputes concerning matters dealt with 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.

17.1.2 This article shall apply only to disputes about the scope of work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's Work; such disputes arise when the Engineer makes a determination with which the Contractor disagrees.

17.2 All determinations required by this article shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this article shall be deemed a non-determination without prejudice that will allow application to the next level.

17.3 During such time as any dispute is being presented, heard, and considered pursuant to this article, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the ACCO or the Engineer. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.

17.4 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 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 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 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 legal privilege recognized by the courts of New York State. Any question of the 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.

17.4.1 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 to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the disputed presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any other Contractor with a Contract related to Work of this Contract, and that Contractor shall be bound by the decision of the Commissioner. Any Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article as the Contractor initiating the dispute.

17.4.2 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, together with a statement concerning how the decision may be appealed.

17.4.3 Finality of Commissioner Decision. The Commissioner's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this article. The City may not take a petition to the Contract Dispute Resolution Board. However, should the Contractor take such a petition, the City may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Commissioner.

17.5 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.

17.5.1 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.

17.5.2 Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Commissioner in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Commissioner except at the request of the Comptroller.

17.5.3 Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in section 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

17.5.4 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 17.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all materials. The Contractor may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in Article 17.5.4 has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.

17.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed.

17.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this article as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions.

17.6.2 The Director of the Office of Construction 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

17.6.3 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 pre-qualified 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.

17.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this article, the Contractor

shall present its dispute to the Contract Dispute Resolution Board to review the Commissioner's determination.

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

17.7.2 Agency Response. Within thirty (30) Days of its receipt of the petition by the Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and the 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 a initial period of up to thirty (30) Days.

17.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for the concurrent resolution.

17.7.4 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 usually 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 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.

17.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the Contractor, the ACCO, the Engineer, the Comptroller, the Corporation Counsel, the Director of the Office of Construction, and the PPB. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB notified of the Contract Dispute Resolution Board's decision.

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

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

ARTICLE 18 - Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract

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 deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this contract shall upon application of either party, be amended in writing by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

If this contract contains any unlawful provisions, not an essential part of the contract and which appear not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

If this contract contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, the Consultant shall request a clarification of same by writing to the Commissioner whose decision shall be binding upon the parties.

ARTICLE 19 - Captions or Headnotes

The captions or head-notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement.

ARTICLE 20 - Inducement

As an inducement for the execution of this agreement by the City, the consultant warrants and represents that:

- a. The consultant has not been asked to pay, nor offered to pay, nor has paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this agreement.
- b. The consultant has not employed any person to solicit or procure this agreement, and has not made, and shall not make, any payment in any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this agreement.

ARTICLE 21 - Completeness

This contract 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 upon any of the parties hereto.

ARTICLE 22 - Effective and Binding

This contract shall not become effective or binding upon the City unless and until the Mayor shall have authorized the Commissioner to execute the same and thereafter the Comptroller of the City shall have endorsed hereon his certificate of appropriation of funds applicable to this contract.

ARTICLE 23 - Suspension of Performance

A). Suspension of Performance

The Commissioner may at any time, and for any reason, direct the consultant to stop work under this contract for a period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. The Consultant shall resume work upon the date specified or upon such other date as the Commissioner may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the City.

B). Termination Without Cause

The Commissioner may at any time, and for any reason, terminate this contract by written notice to the Consultant specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by the Commissioner, after consultation with the Consultant, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the Commissioner or the City for damages or for compensation in addition to that provided hereunder.

C). Termination for Cause

If in the sole determination of the Commissioner: (a) the Consultant fails to perform any of the terms, covenants or provisions of this Agreement on its part to be

performed, or (b) the Consultant fails to progress with the Work called for under this Agreement in a satisfactory manner, or (c) the conduct of the Consultant is such that the interests of the City are likely to be impaired or prejudiced, or (d) the Consultant shall violate any of the terms, covenants or provisions of this Agreement, then the Commissioner may, upon written notice to the Consultant, immediately terminate this Agreement for cause.

Upon such termination, the Consultant shall be entitled to payment of such amount, to be determined by the Commissioner, and subject to audit by the Comptroller, as shall fairly compensate him for the work satisfactorily performed prior to the termination date; provided, however, that the Commissioner shall deduct from such amount and from any amount due and payable to the Consultant prior to the termination date, but withheld or not paid, the total amount of additional expenses incurred by the City in order to satisfactorily complete the Work required to be performed by the Consultant under this Agreement, including the expense of engaging another Consultant for this purpose. If such additional expense shall exceed the amounts otherwise due and payable to the Consultant hereunder, the Consultant shall pay the City the full amount of such excess incurred by the City.

The Commissioner's determination upon which the termination of this Agreement for cause is based, as set forth above, shall be conclusive, final and binding on the parties and such a finding shall preclude the Consultant from commencing a plenary action for any damages relating to the Contract. If the Consultant protests the determination of the Commissioner, the Contractor may commence a lawsuit in a Court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 24 - CONSULTANT REPORT INFORMATION

A copy of each consultant report submitted by a consultant to any City official or to any officer, employee, agent or representative of a City department, agency, commission or body or to any corporation, association or entity whose expenses are paid in whole or in part from the City treasury shall be furnished to the Commissioner of the department to which such report was submitted or, if not a City department, then to the chief controlling officer or officers of such other office or entity. A copy of such report shall also be furnished to the Director of the Mayor's Office of Construction for matters related to construction or to the Director of the Mayor's Office of Operations for all other matters.

ARTICLE 25 - CONTRACTS SUBJECT TO REVIEW BY THE FINANCIAL CONTROL BOARD

The following categories of contracts requiring the payment of funds or the incurring of costs by the City shall be submitted to the Control Board, prior to execution, for its review:

- a. Any contract, other than Long-term Leases and Collective Bargaining Agreements, of \$5,000,000 or more.
- b. Any Long-term Lease.
- c. Any Collective Bargaining Agreement or modification thereof as defined and governed by the Collective Bargaining Agreements Review and Approved

Procedures adopted by the Control Board on April 23, 1981, as amended from time to time.

- d. (i) Any amendment to a contract required to be submitted to the Control Board pursuant to this Part, other than a Long-term Lease or Collective Bargaining Agreement, which modifies the time or times of payment, or increases the amount required to be paid by the City and which amendment, when considered in the aggregate with all prior unapproved amendments to such contract approved since the last amendment, increases or may reasonably be anticipated to increase the base contract amount by increments of \$500,000.
- (ii) Any amendment to a contract not initially required to be submitted to the Control Board pursuant to this Part, other than a Long-term Lease or Collective Bargaining Agreement, which amendment, when considered in the aggregate with the base contract, increases or may reasonably be anticipated to increase the base contract amount up to and beyond \$500,000.
- (iii) All subsequent amendments to a contract not initially required to be submitted to the Control Board pursuant to this Part but which has been amended and such amendment was required to be submitted to the Control Board pursuant to Section 3 (f) (ii) of the Contract regulation of the Board, which subsequent amendments, when considered in the aggregate with all prior unapproved amendments to such contract, increase or may reasonably be anticipated to increase the base contract as approved by increments of \$500,000.
- e. (i) Any amendment to a Long-term Lease as defined in Section 3 (fX1) or (2) of the regulations, which (a) modifies the term of the lease or renewal period, (b) increases the amount required to be paid by the City as rent or otherwise, (c) decreases the amount to be paid to the City pursuant to such Lease, or (d) modifies the times or amounts of any payments under the lease.
- (ii) Any amendment to a Long-term Lease as defined in Section 3 (fX3) of the regulations.

ARTICLE 26 -SPECIAL NOTICE - SUPPLY AND SERVICE EMPLOYMENT REPORT

The Employment Report submission requirements for contractors employing less than fifty (50) employees and the approval periods granted by the Office of Labor Services (OLS) have been modified by Executive Order No. 108 (December 29, 1986) (E.O. 108).

Contractors employing less than fifty (50) employees must complete and submit a Less Than Fifty (50) Employees Certificate, and need not submit a complete Employment Report. Contractors must follow the instructions contained on the attached Special Notice To Vendors/Suppliers.

Approvals which were previously granted for twelve (12) months will now be granted for twenty-four (24) months. Upon satisfaction of the relevant requirements of Executive Order No. 40 (1980), OLS will issue Certificates of Compliance, Conditional Certificate of Compliance, Administrative Certificates of Approval and Conditional Certificates of Approval for periods of twenty-four (24) months.

The approval periods for approvals based upon contractors' receipt of approvals from the Office of Federal Contract Compliance Programs remain the same.

The effect of E.O. 108 is not retroactive. Accordingly, if you have received one of the above-mentioned approval prior to December 29, 1986, then your approval period remains twelve (12) months.

ARTICLE 27 - Consultant Contract Performance Evaluation

The Consultant's performance shall be evaluated by this Agency through the term of the contract and upon completion. A copy of the evaluation will be sent to the consultant not later than fifteen (15) calendar days after the occurrence of this event and the consultant may respond in writing in reference to the performance report. The Consultant's Performance Evaluations] will be forwarded to the City's VENDEX System. VENDEX is a city-wide information system concerning a vendor's performance. This entry may affect the consultant's ability to be awarded future New York City Contracts.

ARTICLE 28 - "VENDEX" Questionnaires

"VENDEX" Questionnaires or an Affidavit of no Change, as appropriate, must be completed and submitted on or before the date designated by the Commissioner by all persons or entities seeking to do business with the City of New York on contracts or subcontracts of \$100,000 or more. The "VENDEX" Questionnaires consist of a Business Entity Questionnaire and a Principal Questionnaire. The "VENDEX" Questionnaires must be completed and submitted to this department before any subcontractor is approved. Non-compliance with these submission requirements may result in the disqualification of the bid or vendor, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

Article 29 - Covenants of the Contractor

Employees

- A. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.

Nothing in the contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, any person, firm company, agency, association expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security or, except as specifically stated in this contract, to any person, firm or corporation.

- B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or

default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.

C. Workers' Compensation and Disability Benefits

If this Agreement be of such a character that the employees engaged thereon are required to be insured by the provision on Chapter 615 of the Laws of 1922, known as the "Workers' Compensation Law" and acts amendatory thereto, the Agreement shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement such employees in compliance with the provision of said law, inclusive of Disability Benefits and, shall furnish the Department with two (2) certificates of these insurance coverage's.

D. Unemployment Insurance

Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.

E. Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

ARTICLE 30 - Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York, and that in accordance with such status as independent contractor, the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason hereof, and that they will not, be reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City of New York, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 31 - Representations and Warranties

Procurement of Agreement

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.

- B. For a breach or violation of such representation or warranties, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

Conflict of Interest 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 would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, 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 association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

Fair Practices -The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in this contract 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; and
- b. Unless otherwise required by law, the prices which have been quoted in this contract and on the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

ARTICLE 32 OWNERSHIP OF MATERIALS

- a. All specifications and drawings shall become the exclusive property of the Department of Parks and Recreation upon completion. The Consultant shall deliver all finished product upon request of the Agency.
- b. The drawings, specifications, and all other documents created in connection with the Consultant's services for this project shall be considered "work made for hire"

under applicable provisions of the Copyright Act, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that such materials do not qualify as “work made for hire”, the contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to such materials to the City, free and clear of any liens, claims or other encumbrances.

ARTICLE 33 OMITTED

ARTICLE 34 PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services (“DSBS”) promulgated there under.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise (“M/WBE”) program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the “Subcontractor Utilization Plan”), and are detailed below.

The Contractor must comply with all applicable M/WBE requirements for this Contract.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The “**Target Subcontracting Percentage**” is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the Target Subcontracting Percentage, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit

such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at or grace.fields-mitchell@parks.nyc.gov via facsimile at (718)760-6844. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

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

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or

entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5), i.e., a contract valued at or below \$3M (for projects in New York City) where 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 of the Wicks trades, regardless of what point in the life of the contract such subcontracts will occur, at the time of bid submission.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, 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 (as indicated above) in order to seek certification.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

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

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or

proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

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

(a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

12. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.
4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

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

(k) take any other appropriate remedy.

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

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

6. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

ARTICLE 35 – ELECTRONIC FUNDS TRANSFER

A. In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached “EFT Vendor Payment Enrollment Form” (Exhibit E) in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

B. The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 36 - FEDERAL TRANSPORTATION LAW – SAFE, ACCOUNTABLE, FLEXIBLE, EFFICIENT TRANSPORTATION ACT – A LEGACY FOR USERS (SAFETEA-LU)

A portion of the funds for this contract may be provided pursuant to the U.S. Department of Transportation through the Safe, Accountable, Flexible, Efficient Transportation Act – A Legacy for Users (SAFETEA-LU). The Contractor awarded a contract shall be required to comply with applicable Federal and State requirements for those secondary project specific proposals and work orders which have the SAFETEA-LU funding.

The Design Fee for those secondary project specific proposals and work orders will be determined by entering into negotiations with the contractor.

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

EXHIBIT A

FEE CURVE

ISSUE DATE: December 30, 2008

EXHIBIT A

REQUEST FOR PROPOSALS

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK

FEE CURVE

Estimated Construction Cost	Fee Curve	Fee Amount
\$25,000,000	6.41%	\$1,602,566.47
\$20,000,000	6.71%	\$1,342,872.44
\$15,000,000	6.86%	\$1,029,526.75
\$14,000,000	6.91%	\$966,868.16
\$13,000,000	6.95%	\$903,561.31
\$12,000,000	7.00%	\$839,938.25
\$11,000,000	7.05%	\$775,856.67
\$10,000,000	7.11%	\$711,490.50
\$9,000,000	7.22%	\$649,827.99
\$8,000,000	7.37%	\$589,430.35
\$7,500,000	7.47%	\$560,101.13
\$7,000,000	7.57%	\$529,770.56
\$6,000,000	7.63%	\$457,883.66
\$5,000,000	7.82%	\$391,056.26
\$4,500,000	8.13%	\$366,014.96
\$4,000,000	8.45%	\$337,847.31
\$3,500,000	8.76%	\$306,555.43
\$3,000,000	9.07%	\$272,137.21
\$2,750,000	9.23%	\$253,756.51
\$2,500,000	9.38%	\$234,594.76
\$2,250,000	9.54%	\$214,650.89
\$2,000,000	9.70%	\$193,925.96
\$1,750,000	9.85%	\$172,419.97
\$1,500,000	10.01%	\$150,132.93
\$1,250,000	10.17%	\$127,063.77
\$1,000,000	10.32%	\$103,213.56
\$875,000	11.10%	\$97,148.49
\$750,000	11.88%	\$89,130.26
\$600,000	12.82%	\$76,929.52
\$500,000	13.45%	\$67,233.22
\$400,000	14.07%	\$56,286.80
\$300,000	14.70%	\$44,090.28
\$250,000	15.01%	\$37,523.48
\$200,000	15.32%	\$30,643.63

\$150,000	15.63%	\$23,451.78
\$100,000	15.95%	\$15,946.87

Note: The Fee Curve does not apply to those projects that are federally funded.

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

EXHIBIT B

LIST OF TITLES

ISSUE DATE: December 30, 2008

EXHIBIT B

MINIMUM REQUIREMENTS PER TITLE: Any personnel provided by the Consultant and/or its Sub-consultant must satisfy the Minimum Requirements per Title set forth below.

Architectural & Landscape Architectural Personnel

TITLE	MINIMUM REQUIREMENTS	
	# Years of Experience	Professional License or Certification
Principal (Partner or Officer)	5	Professional License
Project Architect	3	Professional License
Project Manager	3	
Senior Architectural Designer	5	
Junior Architectural Designer	3	
Senior Interior Designer	5	
Junior Interior Designer	3	
Programming Specialist	3	
Senior Landscape Architect	5	Professional License
Junior Landscape Designer	3	
CAD Draftsperson	1	

Engineering Personnel

TITLE	MINIMUM REQUIREMENTS	
	# Years of Experience	Professional License or Certification
Principal (any discipline)	5	Professional License
Project Engineer	3	Professional License
Project Manager	3	
Senior Structural Engineer	5	
Senior Electrical Engineer	5	
Senior Plumbing Engineer	5	
Senior HVAC Engineer	5	
Senior Civil Engineer	5	
Junior Structural Engineer	3	
Junior Electrical Engineer	3	
Junior Plumbing Engineer	3	
Junior HVAC Engineer	3	
Junior Civil Engineer	3	
Junior Electrical Engineer	3	
Engineering Technician	1	
Engineering CAD Draftsperson	1	

STAFFING REQUIREMENTS
QUALIFICATIONS PER TITLE

Estimating & Specifications Personnel

TITLE	MINIMUM REQUIREMENTS
-------	----------------------

	# Years of Experience	Professional License or Certification
Principal	7	Professional Certification
Senior Estimator	7	
Junior Estimator	3	
Senior Specification Writer	7	
Junior Specification Writer	3	
Estimating/Specifications Technician	1	

Personnel for Hazmat Services

TITLE	MINIMUM	REQUIREMENTS
	# Years of Experience	Professional License or Certification
Principal	7	Professional Certification
Hazmat Project Manager	5	Licensed by NYS Dept. of Labor
Hazmat Project Designer	5	Licensed by NYS Dept. of Labor
Hazmat Inspector / Investigator	3	Licensed by NYS Dept. of Labor & NYC Dept. of Environmental Protection
Hazmat Monitor	3	Licensed by NYS Dept. of Labor

Personnel for Various Specialties

TITLE	MINIMUM	REQUIREMENTS
	# Years of Experience	Professional License or Certification
Principal (any specialty)	7	Professional Certification
Historic Preservation Specialist	5	
Masonry Conservation Specialist	5	
Archeologist	5	
Theater Design Specialist	5	
Lighting Specialist	5	
Museum Exhibit Specialist	5	
Acoustician	5	
Fire Protection Specialist	5	
Geotechnical Specialist	5	
High Performance Design Specialist	5	

EXHIBIT B

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

EXHIBIT C**LIST OF SUB-CONSULTANTS**

REQUEST FOR PROPOSALS**EXHIBIT C****PROPOSED LIST OF SUB-CONSULTANTS****A. FORM FOR IDENTIFICATION OF SUB-CONSULTANTS**

As set forth in Section IV of the RFP, the Proposer must identify by name the specific Sub-consultants the proposer intends to use to perform the required services. Specifically, identify the Sub-consultants for the services set forth below. If for any of the areas set forth below, the Proposer intends to perform the services with its own employees, so indicate by inserting the words "In House".

Structural Engineering: _____

Electrical Engineering: _____

Mechanical Engineering: _____

Plumbing Design: _____

Landscape Architecture: _____

Preservation Specialist: _____

Geotechnical Engineer: _____

EXHIBIT C

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

EXHIBIT D

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



THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency's Target**This page to be completed by contracting agency****Contract Overview**

Pin #	8462008C000D01-8		FMS Project ID#:	_____	
Project Title	ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK.				
Contracting Agency	DEPARTMENT OF PARKS & RECREATION				
Agency Address	OLMSTED CENTER, FLUSHINGMEADOWS CORONA PARK	City	FLUSHING	State	NY
		Zip Code	11368		
Contact Person	Grace Fields-Mitchell	Title	RFP Project Manager		
Telephone #	(718) 760-6687	Email	grace.fields-mitchell@parks.nyc.gov		

Project Description (attach additional pages if necessary)

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION AND RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK.

(1) ✓ Target Subcontracting Percentage

Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services.

30%**Subcontractor Participation Goals**

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

Group	Construction	Professional Services
Black American	%	%
Hispanic American	%	%
Asian American	%	No Goal
Caucasian Female	No Goal	%
Total Participation Goals	(2) %	(3) 30%

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

This page and the next (Part II herein) are to be completed by the bidder/proposer. REQUIRED AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements or the bid/proposal will be deemed non-responsive.

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

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

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

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

☐ DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____ Contact Person _____
 Address _____
 Telephone # _____ Email _____

Section II: General Contract Information**1. Define the industry in which work is to be performed.**

- Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.
- Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract (Check one):**b. Type of work on Subcontract (Check all that apply):**

☐ Construction ☐ Professional Services ☐ Construction ☐ Professional Services ☐ Other

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? _____ %

3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract? ☐ Yes ☐ No

Section III: Subcontractor Utilization Summary

IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).

Step 1:

Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services

Subcontracts under \$1M (4)
(construction/professional services)

Total Bid/Proposal Value

Calculated Target Subcontracting Percentage

\$ _____ ÷ \$ _____ x 100 = _____ %

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

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

SCHEDULE B – cont.**Step 2:**

Calculate value of subcontractor participation goals

Subcontracts under \$1M
(construction/professional services)

- a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services

\$ _____

↓ ↓

- b.
- From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services,
 - If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts.
 - Amounts listed on these lines should add up to the value from line a.

Construction**Professional Services****Subcontracts under \$1M by Industry**

\$ _____

\$ _____

- For Construction enter percentage from line (2) from Page 1.
- For Professional Services enter percentage from line (3) from Page 1.

- c.
- Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**

Total Participation Goals x _____ %

x _____ %

- d.

Value of Total Participation Goals

\$ _____

\$ _____

Step 3:

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

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

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

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

Section IV: Vendor Certification

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; and 4) agree, if awarded this contract to make all reasonable, good faith efforts to attain the Target Subcontracting Percentage as specified by the Agency, and to solicit and obtain the participation of M/WBEs so as to meet the required Subcontractor Participation Goals.

Signature _____

Date _____

Print Name _____

Title _____

Contract Overview

Tax ID #

FMS Vendor ID #

Business Name

Contact Name

Telephone #

Email

Type of Procurement

☐ Competitive Sealed Bids

☐ Other

Bid/Response Due Date

PIN # (for this procurement)

Type of work on Prime Contract

Type of work on Subcontract

(Check one):

☐ Construction

☐ Professional Services

☐ Construction

☐ Professional Services

☐ Other

SUBCONTRACTING as described in bid/solicitation documents

(Copy this % figure from the solicitation)

%

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

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver

%

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

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

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

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

☐ Other

References

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

CONTRACT NO.

AGENCY

DATE COMPLETED

CONTRACT NO.

AGENCY

DATE COMPLETED

CONTRACT NO.

AGENCY

DATE COMPLETED

List 3 most recent contracts/subcontracts performed for other agencies/entities

(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK

AGENCY/ENTITY

DATE COMPLETED

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

TYPE OF WORK

AGENCY/ENTITY

DATE COMPLETED

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

TYPE OF WORK

AGENCY/ENTITY

DATE COMPLETED

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

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

Signature:

Date:

Print Name:

Title:

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature:

Date:

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature:

Date:

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

EXHIBIT E**ELECTRONIC FUNDS TRANSFER**



INSTRUCTIONS: Please complete all sections of this Enrollment Form and attach a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name. See the reverse side for more information and instructions.

Mail to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007
- Attention: EFT, or **Fax to:** EFT at 212-669-4656.

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER:
(AS IT APPEARS ON W-9 FORM)

3. VENDOR'S PRIMARY ADDRESS:

4. VENDOR'S EMAIL ADDRESS:

5. CONTACT PERSON NAME:

CONTACT PERSON TELEPHONE NUMBER:

1. BANK ACCOUNT NUMBER:

2. ACCOUNT NAME:

3. BANK NAME :

4. BANK BRANCH ADDRESS:

5. ROUTING TRANSIT NUMBER:
(LOCATED AT THE BOTTOM
OF YOUR CHECK)

6. ACCOUNT TYPE:
(CHECK ONE)

9

CHECKING



SAVINGS

7. DIRECT DEPOSIT/ACH/EFT COORDINATOR'S NAME:

TELEPHONE NUMBER:

VENDOR SIGNATURE

PRINT NAME

DATE _____

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007 - Attention: EFT, or Fax to: EFT at 212-669-4656.

SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID number, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's E-mail address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. (If you are enrolling yourself individually, you are the contact person.)

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Provide bank's name
4. Provide the complete address of your bank.
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account: (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III - VENDOR SIGNATURE

Sign and date where indicated.

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS.
PROFESSIONAL AND TECHNICAL SERVICES

APPENDIX A

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. “City” shall mean the City of New York, its departments and political subdivisions.
- b. “Comptroller” shall mean the Comptroller of the City of New York “Department” shall mean the Department of Parks and Recreation.
- c. “Commissioner” or “Administrator” shall mean the or his or duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority
- d. “Law or “Law” shall include but not be limited to the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

ARTICLE 2. REPRESENTATION AND WARRANTIES

2.1 PROCUREMENT OF AGREEMENT

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the Administrator shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City’s right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

NOTE:

ANTI-APARTHEID PROVISION DOES NOT APPLY TO NOT-FOR PROFIT VENDORS

2.2 CONFLICT OF INTEREST

The Contract 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 would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof

2.3 FAIR PRACTICES

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this contract and on the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY

- 3.1 All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the New York City Charter and Administrative Code of the City of New York, as well as all order and regulations promulgated pursuant thereto.
- 3.2 The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and to the Comptroller as they consider necessary.

- 3.3 All books, vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the State of New York, Federal Government and other persons duly authorized by the City. Such audit may include examination and review of the source and application of all funds whether from the City, and State, the Federal Government, private sources or otherwise.
- 3.4 The contractor shall not be entitled to final payment under the Agreement until all requirements have been satisfactorily met.

ARTICLE 4. COVENANTS OF THE CONTRACTOR

4.1 EMPLOYEES

- A. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are neither employees of the City nor under contract to the City and Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in the contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor any person, firm company, agency, association expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this contract, to any person, firm or corporation.
- B. The Contractor shall be solely responsible for all physical injuries or death or shall be solely responsible for all physical injuries or death to its agents, servants or employees to any other person or damage to any property sustained during its operations and work on the project under this agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.
- C. Workers' Compensation and Disability Benefits

If this Agreement be of such a character that the employees engaged thereon are required to be insured by the provision of Chapter 615 of the Laws of 1922, known as the "Workers' Compensation Law" and acts amendatory thereto, the Agreement shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement such employees in compliance with the provision of said law, inclusive of Disability Benefits; and, shall furnish the Department with two (2) certificates of these insurance coverages.

D. Unemployment Insurance

"Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.

E. Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

4.2. INDEPENDENT CONTRACTOR STATUS

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York, and that in accordance with such status as independent contractor, the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason hereof, and that they will not, be reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City of New York, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 INSURANCE

A. The Contractor shall carry paid up insurance in the sum of not less than One Million (1,000,000) Dollars per occurrence to protect the Department and the City of New York against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the negligence or any other acts of the Contractor, its employees, or otherwise. Such policy or policies of insurance shall be obtained from a company, or companies, duly licensed to do business in the State of New York and shall name the Department and the City of New York as parties insured thereunder, and shall provide that in the event of cancellation thereof the Department shall be notified at least fifteen (15) days in advance thereof. Two (2) certificates of insurance shall be delivered to the Department for approval as to form prior to the effective date of this contract.

B. In the event that any claim is made or any action is brought against the City arising out of negligent or careless acts of an employee of the Contractor, either within or without the scope of his employment, or arising out of Contractor's negligent performance of this agreement, then the City shall have the right to withhold further payments, hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the City provided for

in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

4.4 PROTECTION OF CITY PROPERTY

- A. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement; and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel and employees or any person, firm, company, agent or others engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.
- B. In the event that any such City property is lost or damaged, except for normal wear and tear, then the City shall have the right to withhold further payments hereunder for the purpose of set-off, in sufficient sums to cover such loss of damage.
- C. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claim for damages due to any such loss or damage to any such City properly described in subsection A above.
- D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

4.5 CONFIDENTIALITY

All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, he Contractor agree shat the same shall not be made available to any individual or organization without the prior written approval of the Department.

4.6 BOOKS AND RECORDS

The Contractor agrees to maintain separate and accurate books, records, and other documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

4.7 RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later. City, State and Federal auditors and any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

4.8 COMPLIANCE WITH LAW

Contractor shall render all services under this Agreement in accordance with applicable provisions of federal, state and local laws, rules and regulations, as are in effect at the time such services are rendered.

INVESTIGATION CLAUSE

4.9.1 The parties to this Agreement to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation 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.

2(a) 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, 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;

2(b) 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;

3(a) The commission 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.

(b) If any non-governmental party to the hearing requests an adjournment, the commissioner of 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 5 below without the City incurring any penalty or damages for delay or otherwise.

4. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) 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

(b) 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 of 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.

5. The commissioner of agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:
 - (a) The party's good faith endeavors or lack thereof to cooperate fully 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.
 - (b) 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.
 - (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
 - (d) 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 4 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 3(a) 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 at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
6.
 - (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - (c) The term "entity" as used herein 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
 - (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

7. 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 contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York 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 of other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the contractor, or affecting the performance of this contract.

4.10 ASSIGNMENT

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the notices due or to become due under this contract, unless the prior written consent of the Administrator shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.
- B. Failure of the Contractor to obtain any required consent or any assignment, shall be cause for termination of cause, at the option of the Administrator; and if so terminated, the City shall thereupon be relieved and discharged from any further liability an obligation to the Contractor, its assignees or transferees, and all monies that may become due under the contract shall be forfeited to the City except so much thereof as may be necessary to pay the Contractor's employees.
- C. 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.
- D. This Agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

4.11 SUBCONTRACTING

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the Department with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:
 - 1. That the work performed by the subcontractor must be in accordance with the terms of the Agreement between the Department and the Contractor,
 - 2. That nothing contained in such agreement shall impair the rights of the Department,
 - 3. That nothing contained herein, or under the Agreement between the Department and the Contractor, shall create any contractual relation between the subcontractor and the Department, and

4. That the subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement between the Department and the Contractor.
- B. The Contractor agrees that it is fully responsible to the Department for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of person directly employed by it.
- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

4.12 PUBLICITY

- A. The prior written approval of the Department is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this agreement, or of the results and accomplishments attained in such performance, the Department shall have a royalty fee, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

4.13 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

- A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.
- C. The Contractor shall comply in all respects, with the provisions of §6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

4.14 INVENTIONS, PATENTS AND COPYRIGHTS

- A. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the

Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for 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.

- B. No report, document or other data produced in whole or in part with contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the contract.
- C. In no case shall subsections A and B of this section apply to, or prevent the Contractor from asserting or protecting its rights in any reports, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to the Agreement.

4.15 INFRINGEMENTS

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold the Department harmless for any damage or loss or expense sustained by the Department from any infringement by the Contractor of any copyright, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement.

4.16 ANTI-TRUST

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 anti-trust laws of the State of New York or of the United States relating to the particular goods or services purchased or procured by the City under this Agreement.

ARTICLE 5. TERMINATION

5.1 TERMINATION OF AGREEMENT

- A. The Department and/or City shall have the right to terminate this Agreement in whole or in part:
 - 1. Under any right to terminate as specified in any section of this Agreement.
 - 2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Agreement.
 - 3. Upon the Contractor's becoming insolvent.
 - 4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntarily or involuntarily.
 - 5. Upon the Commissioner's determination, termination is in the best interest of the City.
- B. The Department of City shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of

subsection A of this section and the effective date thereof which shall not be less than ten (10) days from the date the notice is received.

- C. The Contractor shall be entitled to apply to the Department to have this Agreement terminated by said Department by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or any other case beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and made by the Department which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.
- D. Upon termination of the Agreement the Contractor shall comply with the Department or City close-out procedures, including but not limited to:
 - 1. Accounting for and refund to the Department or City, within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Agreement.
 - 2. Furnishing with thirty (30) days an inventory to the Department or City of all equipment, appurtenances and property purchased through or provided under this Agreement carrying out any Department or City directive concerning the disposition thereof.
 - 3. Not incurring or paying any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Department or City in accordance with the terms of this Agreement. In no event shall the "obligation", as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord.
 - 4. Turn over to the Department or City or its designees all books, records, documents and material specifically relating to this Agreement.
 - 5. Submit, within ninety (90) days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant.
- E. In the event the Department or City shall terminate this Agreement, in whole or in part, as provided in paragraphs 1,2,3, or 4 of subsection A of this section, the Department of City may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.

- F. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's breach of the contract, and the City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.
- H. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement.

6 .1 CONFLICT OF LAWS

All disputes arising out of this agreement shall be interpreted and decided in accordance with the laws of the State of New York

6 .2 GENERAL RELEASE

The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of and liability to the Contractor arising out of the performance of this contract.

6.3 CLAIMS AND ACTIONS THEREON

- A. No action at law or proceeding in equity against the City or department shall lie or be maintained upon any claim based upon this Agreement or arising out of this agreement or in any way connected with this Agreement unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.
- B. No action shall lie or be maintained against the City by Contractor upon any claims based upon this agreement unless such action shall be commenced within (6) months after the date of filing in the Office of the Comptroller of the City of the certificate for the final payment hereunder, or within six (6) months of the termination or conclusion of this Agreement, or within six (6) months after the accrual of the Cause of action, whichever first occurs.
- C. In the event any claim is made or any action brought in any way relating to the Agreement herein, the Contractor shall diligently render to the Department and/or the City of New York without additional compensation any and all assistance which the Department and/or the City of New York may require of the Contractor.
- D. The Contractor shall report to the Department in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

6.4 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

6.5 WAIVER

Waiver by the Department of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the Department or City as required and attached to the original Agreement.

6.6 NOTICE

The Contractor and the Department hereby designate the business addresses herein above specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by law, including the Civil Practice Law and Rules.

6.7 ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement 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 Agreement 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.

6.8 SEVERABILITY

If this Agreement contains any unlawful provision not an essential part of the Agreement 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 Agreement without affecting the binding force of the remainder.

6.9 POLITICAL ACTIVITY

There shall be no partisan activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

6.10 MODIFICATION

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

6.11 PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract and in no way affect this contract.

6.12 NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Agreement involves use by the Contractor of Departmental papers, files, data or records at Departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records, therefrom without the prior approval of the Department's designated official.

6.13 INSPECTION AT SITE

The Department shall have the right to have representatives of the Department or of the City or of the State or Federal governments present at the site of the engagement to observe the work being performed.

ARTICLE 7 **MERGER**

This written Agreement 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 Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 8 **CONDITIONS PRECEDENT**

This contract shall neither be binding nor effective unless:

- (a) Approved by the Mayor pursuant to the provisions of Executive Order No. 42, dated October 9, 1975, in the event the Executive Order requires such approval; and
- (b) Certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and
- (c) Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the Act require such approval.
- (d) It has been authorized by the Mayor and the Comptroller shall have endorsed his or her certificate that there remains unexpended and unapplied balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out this Agreement

The requirements of this section of the contract shall be in addition to, and not in lieu of, any approval of authorization otherwise required for this contract to be effective and for the expenditure of City funds.

ARTICLE 9 **PPB RULES**

This contract is subject to the Rules of the Procurement Policy Board of City of New York effective August 1, 1990. In the event of a conflict between said Rules and provision of this contract the Rules shall take precedence.

STATE LABOR LAW AND CITY ADMINISTRATIVE CODE

- 1 As required by New York State labor Law §220-e:
 - (a) That 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 be reason of race, creed, color, sex 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;
 - (b) That neither the Contractor, Subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account or race, creed, color, sex or national origin;
 - (c) That there may be deducted from the amount payable to the Contractor by the City under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
 - (d) That this contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited, for a second any subsequent violation of the terms or conditions of this section of the contract.
 - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

2. As Required by New York City Administrative Code § 6-108
 - (a) 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.
 - (b) It shall be unlawful for any person or any servant, agent or employee of any person, described in subdivision (a) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

- (c) Disobedience of the foregoing provisions shall be deemed a violation of a material provision of this contract.
- (d) Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty days or both.

FORUM PROVISION

CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

This Contract shall be deemed to be executed in the City of York, State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York

The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or 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 agreement and intent, the Contractor agrees:

- (a) If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing; and
- (b) With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.
- (c) With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.
- (d) If the Contractor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City

In any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

E.O. 50 APPENDIX A RIDER

EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 1980) as revised (“E.O. 50”) and the Rules and Regulation 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 if:

- (1) will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decision 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) the contractor agrees that when it subcontracts it 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;
- (3) will state in all solicitations or advertisement 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, disability, marital status or sexual orientation, or 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; and
- (5) will furnish all information and reports including an Employment Report before the award of the contract which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services (“Bureau”) and will permit access to its books, records, and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and others.

The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with the E.O.50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency held of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rule and regulations promulgated thereunder to be nonresponsible.

The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 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 the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

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.

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

APPENDIX B

**PREVAILING WAGES
LABOR LAW SECTION 220/230**

APPENDIX B

Office of the Comptroller, City of New York

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Pursuant to Labor Law §220 (3) the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts. Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

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

This schedule is applicable for work performed from July 1, 2008 through June 30, 2009, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4437, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-4437. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

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

SCHEDULE 220 - EFFECTIVE PERIOD: JULY 1, 2008 THROUGH JUNE 30, 2009

Office of the Comptroller, City of New York

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

Prevailing Rate Schedule Information: The information below is intended to assist you in meeting your prevailing wage rate obligation.

Covered Workers: Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

Supplemental Benefits: Employers may meet supplemental benefits obligation by paying the hourly supplemental benefits rate to their employees in cash. Such cash payments are considered income to the employee. Employers who elect to provide bona fide supplemental benefits to their employees will be given hourly cash credit for such benefits up to the hourly benefits rate set forth in the applicable schedule for the relevant trade or occupation at issue.

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

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

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.

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

Office of the Comptroller, City of New York

HOLIDAY LEGEND

The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) New Years Day
- (3) Martin Luther King Jr. Day
- (4) Lincoln's Birthday
- (5) Washington's Birthday
- (6) President's Day
- (7) Good Friday
- (8) Memorial Day
- (9) Independence Day
- (10) Labor Day
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 day on Presidential Election Day
- (15) Veteran's Day
- (16) Thanksgiving Day
- (17) Day after Thanksgiving
- (18) Day before Christmas
- (19) 1/2 day before Christmas Day
- (20) Christmas Day
- (21) Day before New Year's Day
- (22) 1/2 day before New Year's Day
- (23) Personal day
- (24) Easter

OVERTIME LEGEND

Additional requirements may also be listed in the OVERTIME section

- (1) Time and one half the regular rate after a 7 hour day.
- (2) Time and one half the regular rate after an 8 hour day.
- (3) Double time the regular rate after a 7 hour day.
- (4) Double time the regular rate after an 8 hour day.
- (5) Time and one half the regular rate for Saturday.
- (6) Double time the regular time rate for Saturday.
- (7) Time and one half the regular rate for Sunday.
- (8) Double time the regular rate for Sunday.
- (9) Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
- (10) Saturday and Sunday may be used as a make-up day at straight time when a day is lost that week due to inclement weather.
- (11) Regular straight time rate for work on a holiday.
- (12) Time and one half the regular rate for work on a holiday.
- (13) Double time the regular rate for work on a holiday.
- (14) Triple time the regular rate for work on a holiday.

NOTE: Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Office of the Comptroller, City of New York

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JULY 1, 2008 – JUNE 30, 2009**

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Office of the Comptroller, City of New York

CLASSIFICATION: ASBESTOS HANDLER (HAZARDOUS MATERIAL)
**(Disturbs, removes, encapsulates, repairs,
or encloses friable asbestos material)**

WAGE RATE PER HOUR: \$29.00

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$10.95

OVERTIME: Overtime is paid for all hours worked in excess of eight hours per day or forty (40) hours per week at time and one half the wage rate per hour and straight time for supplemental benefits. (12 when any of the following holidays are worked – 2, 8, 9, 10, 16, 20 & 24). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: None

(Local #78)

CLASSIFICATION: BLASTER

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Blaster	\$38.62	\$30.14
Blaster (Hydraulic)	\$39.26	\$30.14
Trac Drill Hydraulic	\$34.99	\$30.14
Wagon: Air Trac: Quarry Bar		
Drillrunners	\$34.38	\$30.14
Operators of Jack Hammers: Chippers:		
Spaders: Concrete Breakers: and all		
other pneumatic tools of like usage:		
Walk Behind Self Propelled Hydraulic		
Asphalt and Concrete Breakers: Hydro		
(Water) Demolition	\$33.57	\$30.14
Powder Carriers	\$30.54	\$30.14

Continued on following page

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Hydraulic Trac Drill Chuck Tender	\$29.53	\$30.14
Chuck Tender & Nipper	\$28.95	\$30.14
Magazine Keepers: (Watch Person)	\$18.22	\$30.09

OVERTIME: (For all titles other than Watch Person 4, 5, 8 and 13 when any of the following holidays are worked – 2, 8, 9, 10, 11, 13, 16 and 20) : (For Watch Person 2, 5, 7, and 12 when any of the following holidays are worked – 2, 8, 9, 10, 11, 13, 16 and 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend

SHIFT RATES: A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

CLASSIFICATION: **BOILERMAKER**

WAGE RATE PER HOUR:	\$44.98
Effective January 1, 2009	\$45.89

SUPPLEMENTAL BENEFIT RATE PER HOUR:	\$29.43 repair or maintenance
	\$31.43 new construction (straight time only)
	\$29.43 new construction (overtime rate)

Effective January 1, 2009	\$29.86 repair or maintenance
	\$31.86 new construction (straight time only)
	\$29.86 new construction (overtime rate)

OVERTIME: (2, 5, 8 and 13(see below) for Repair or Maintenance work; 4, 6, 8 and 13(see below) for New Construction work; and 13 for all work when any of the following holidays are worked – 2, 6, 8, 9, 11, 12, 15, 16 & 20). See Overtime and Holiday Legends. Anyone working Labor Day receives quadruple time pay. See Overtime and Holiday Legends.

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PAID HOLIDAYS: (7, 17, 18, & 21) See Holiday Legend

SHIFT RATES:

For **New Construction Work** requiring two (2) shifts, the first shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. The second shift shall be paid straight time for the first six (6) hours worked and double time for additional hours worked. All hours worked on the second shift shall receive a 10% wage rate differential.

For **Repair and Maintenance Work**, when shifts are required the first shift shall work eight (8) hours at the regular straight-time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) times the regular straight time hourly rate plus twenty-five (\$.25) cents. The third shift shall work seven (7) hours and receive eight (8) times the regular straight time hourly rate plus fifty (\$.50) cents. A thirty (30) minute lunch period shall not be considered as time worked.

(Local #5)

CLASSIFICATION: BRICKLAYER

WAGE RATE PER HOUR: \$40.34

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$22.71

OVERTIME: (1, 5, 8, 9 and 13 when any of the following holidays are worked 2, 6, 8, 9, 10, 16 & 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Overtime rates to be paid outside the regular 8:00 A.M. to 4:00 P.M. work day.

(Bricklayer District Council)

Office of the Comptroller, City of New York

CLASSIFICATION: CARPENTER - BUILDING COMMERCIAL

WAGE RATE PER HOUR: \$41.71

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$34.56

OVERTIME: (2, 5, 8, 9 and 13 when any of the following holidays are worked– 2, 5, 8, 9, 10, 11, 13, 16, 17 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

CLASSIFICATION: CARPENTER - HEAVY CONSTRUCTION WORK

(Construction of Engineered Structures and Building Foundations).

WAGE RATE PER HOUR: \$42.01*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$36.06*

* Effective July 1, 2008 - \$3.72 to be allocated between the hourly wage and supplemental benefit

OVERTIME: (2, 5, 8, 9, and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 11, 13, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

Office of the Comptroller, City of New York

CLASSIFICATION: CEMENT AND CONCRETE WORKER

WAGE RATE PER HOUR: \$34.75

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.48

SUPPLEMENTAL OVERTIME RATE FOR SATURDAYS: \$27.23

SUPPLEMENTAL OVERTIME RATE FOR SUNDAYS & HOLIDAYS: \$29.98

OVERTIME: (1 & 2 for 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. 5, 8 and 13 when any of the following holidays are worked -2, 6, 7, 8, 9, 10, 11, 13, 16 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (19 & 22) See Holiday Legend.

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

(CEMENT CONCRETE WORKERS DISTRICT COUNCIL)

CLASSIFICATION: CEMENT MASON

WAGE RATE PER HOUR: \$37.40

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$33.21

OVERTIME SUPPLEMENTAL BENEFIT RATE PER HOUR: \$50.21

OVERTIME: (4, 6, 8 and 13 when any of the following holidays are worked - 2, 6, 7, 8, 9, 10, 11, 13, 16 & 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: Any Cement Mason 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 8:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780)

Office of the Comptroller, City of New York

CLASSIFICATION:

CORE DRILLER

CORE DRILLER

WAGE RATE PER HOUR: \$30.04

CORE DRILLER HELPER

WAGE RATE PER HOUR: \$24.55

Third year in the industry - \$22.10

Second year in the industry - \$19.64

First year in the industry - \$17.19

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$ 14.10 (for both drillers and helpers)

OVERTIME: (2, 5, 8 and 12 plus Holiday pay when worked.) See Overtime Legend.

PAID HOLIDAYS: (2, 8, 9, 10, 16 & 20) See Holiday Legend.

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 (\$.75) cents 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)

Office of the Comptroller, City of New York

CLASSIFICATION: DERRICKPERSON AND RIGGER

WAGE RATE PER HOUR: \$39.00

SUPPLEMENTAL BENEFIT RATE PER HOUR:

\$36.38 - For work performed in Manhattan, Bronx, Brooklyn and Queens.

\$37.80 - For work performed in Staten Island.

NOTE!- 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 \$1.43 from the Staten Island hourly benefits rate before computing overtime.

OVERTIME: (8 and 13 when any of the following holidays are worked – 2, 5, 7, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (19 if work is performed in the A.M.) See Holiday Legend.

(Local #197)

CLASSIFICATION: DIVER

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Diver (Marine)	\$52.53*	\$36.06*
Diver Tender (Marine)	\$37.78**	\$36.06**

*** Effective July 1, 2008 - \$4.24 to be allocated between the hourly wage and supplemental benefit**

**** Effective July 1, 2008 - \$3.54 to be allocated between the hourly wage and supplemental benefit**

OVERTIME: (2, 5, 8, 9 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 11, 13, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: When three shifts are utilized each shift shall work seven and one half-hours and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

Office of the Comptroller, City of New York

*Electrician "A"		
(Swing Shift – 4:30 p.m. to 12:30 a.m.)	\$55.14	\$41.06
Effective May 14, 2009	\$57.49	\$42.26

*Electrician "A"		
(Swing Shift Overtime After 7.5 hours)	\$82.71	\$43.72
Effective May 14, 2009	\$86.23	\$45.07

*Electrician "A"		
(Graveyard Shift – 12:30 a.m. to 8:00 a.m.)	\$61.77	\$42.81
Effective May 14, 2009	\$64.40	\$44.04

*Electrician "A"		
(Graveyard Shift – Overtime After 7 hours)	\$92.65	\$44.96
Effective May 14, 2009	\$96.60	\$46.37

*** The starting time of a shift may begin one hour earlier or one hour later than the above times; otherwise the entire shift shall be paid at the higher shift rate.**

**Electrician "M" (First 8 hours)	\$25.30	\$15.64
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**Electrician "M" Overtime -(After first 8 hours)	\$37.95	\$17.22
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****"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, 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.**

OVERTIME:

Electrician "A" - (1, 5, 7 & 12 when any of the following holidays are worked 2, 3, 6, 8, 9, 10, 11, 12, 16, 17 and 20). See Overtime & Holiday Legend.

Electrician "M" - (2, 5, 7 & 12 when any of the following holidays are worked 2, 3, 6, 8, 9, 10, 11, 12, 16, 17 and 20). See Overtime & Holiday Legend.

PAID HOLIDAYS: (NONE)

(Local #3)

Office of the Comptroller, City of New York

CLASSIFICATION: ELECTRICIAN - STREET LIGHTING

	<u>Wage Rate</u> <u>Per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>Per Hour</u>
Electro Pole Maintainer	\$30.53	\$28.32
Effective May 21, 2009	\$31.83	\$29.23
Electro Pole Foundation Installer	\$35.65	\$31.91
Effective May 21, 2009	\$37.17	\$32.98

OVERTIME: (1, time and one half the regular hourly for work performed after the fifth consecutive day worked, 9, 12 when any of the following holidays are worked – 2, 3, 5, 8, 9, 10, 11, 12, 16, 17 & 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

(Local #3)

CLASSIFICATION: ELEVATOR CONSTRUCTOR

<u>Construction</u>	<u>Wage Rate</u> <u>Per Hour</u>	<u>Supplemental</u> <u>Benefit Rate</u> <u>Per Hour</u>
Elevator Constructor	\$48.19	\$27.06

OVERTIME: For New Construction: (3 or 4, 6, 8 & 13) all work performed between the hours of 4:30 P.M. and 7:00 A.M. shall be paid at the double time rate. See Overtime Legend.

OVERTIME: For work in Existing Buildings: (2, 5, 7 & 13). All work performed after the regular workday and/or between the hours of 5:30 P.M. and 7:00 A.M. shall be paid at time and one-half. See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 7, 8, 9, 10, 11, 15, 16, 17 & 20) See Holiday Legend.

***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)

Office of the Comptroller, City of New York

CLASSIFICATION: ELEVATOR REPAIR/MAINTENANCE

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
"A" Elev. Repair/Mod. Mechanic	\$34.75	\$20.86
"B" Elev. Repair/Mod. Mechanic	\$31.43	\$19.49
"A" Elev. Main. Mechanic	\$33.23	\$20.23
"B" Elev. Main. Mechanic	\$30.63	\$19.16
"A" Elevator Helper	\$25.76	\$13.89

OVERTIME: (2, 5, 7 and 12 if holiday is worked. For Repair Jobs (not call-backs) (2, 5, 8 and 13 if holiday is worked.) See Overtime Legend.

PAID HOLIDAYS: (2, 3, 5, 8, 9, 10, 11, 12, 15, 16, 17 & 20). See Holiday Legend.

SHIFT WAGE RATE: For Modernization Work - regular hourly rate plus a fifteen (15%) per cent differential.

(Local #3 Elevator Division)

CLASSIFICATION: ENGINEER - HEAVY CONSTRUCTION

Title

Operating Engineers

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

WAGE RATE PER HOUR:	\$51.28
SUPPLEMENTAL BENEFIT RATE PER HOUR:	\$25.43 \$45.46 on overtime

OVERTIME: (4, 6, 8 & 13). See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE:	\$82.05
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Office of the Comptroller, City of New York

CLASSIFICATION: ENGINEER - HEAVY CONSTRUCTION

Title

Operating Engineers

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.

WAGE RATE PER HOUR: \$49.78

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13). See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$79.65

Title

Maintenance Engineers

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

Continued on following page

Office of the Comptroller, City of New York

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 (Foreman plus crew of four men). After system has been installed operation on day shift only; Where ejector or recharge system is used with separate piece of equipment in conjunction with Well Point System, an additional Maintenance Engineer shall be employed on all shifts; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; When two or more Air Pumps are used, a Maintenance Engineer shall be employed; Operation of Accumulator for Shield-Driven Tunnels, Handling Installation, Jointing; Coupling of all permanent cast iron, steel and plastic piping; and all temporary Pipe Fitting and such other work as by custom has been performed by the Maintenance Engineer; 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. A Maintenance Engineer shall also be assigned to work on Overtime, Saturdays, Sundays and Holidays when necessary. A Maintenance Engineer shall be employed on Autogrades (C.M.I.), On-site Crushing Plants, On-Site Concrete Plants, Vermeers and machines of a similar nature. A Working Maintenance Foreman shall be employed on all jobs when required and any job where a Master Mechanic is employed. He shall also be employed and act as Assistant Master Mechanic on the second and third shifts.

WAGE RATE PER HOUR: \$49.56

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13) see Overtime Legend

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$79.30

Title

Maintenance Engineer

On Base Mounted Tower Cranes

WAGE RATE PER HOUR: \$64.68

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

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Office of the Comptroller, City of New York

OVERTIME: (4, 6, 8 & 13) see Overtime Legend

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$103.49

CLASSIFICATION: ENGINEER - HEAVY CONSTRUCTION

Title

Maintenance Engineers

On Generators, Power Pack Light Towers

WAGE RATE PER HOUR: \$33.19

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13). See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$53.10

Title

Maintenance Engineer

On Pumps and Mixers including mudsucking

WAGE RATE PER HOUR: \$34.00

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$54.40

Office of the Comptroller, City of New York

CLASSIFICATION: ENGINEER - HEAVY CONSTRUCTION

Title

Operating Engineer

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 Dempster Dumpers.

WAGE RATE PER HOUR: \$47.31

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13). See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$75.70

Title

Fireperson

Steam operated Water Rigs, Steam Shovels and Cranes; Power Boilers; Pile Drivers; Derrick Boats: Plus one hour at Overtime Rate for Steam equipment. When one generator and console for Vibratory Hammer are mounted on Pile Driving Rig, one additional hour shall be paid to crew at the premium time rate. If Generator or Console for Vibratory Hammer is off machine and placed on the ground an additional crew of Local 14 and 15 shall be employed. If one compressor is used along with auxiliary equipment, Jet Pipe and Auger, the crew shall receive one additional hour at the premium time rate for mounting of such equipment. When two or more compressors are used along with auxiliary equipment, an additional two hours at the premium time rate will be paid.

WAGE RATE PER HOUR: \$47.31

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13) see Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$75.70

Office of the Comptroller, City of New York

CLASSIFICATION: ENGINEER - HEAVY CONSTRUCTION

Title

Oilers

Gradalls, Cold Planer Grader, Concrete Pumps, and their duties shall be to assist the Engineers in Oiling, Greasing and Repairing of all machines, giving signals when necessary, Chaining Buckets and Scale Boxes, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks. Plus one-half hour at Overtime rate when ordered by Employer at starting time. When three to seven Compressors are utilized in Battery it requires an Oiler. When eight to 12 Compressors are utilized in Battery it requires two Oilers.

WAGE RATE PER HOUR: \$44.82

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$71.71

Title

Oilers

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Guniting Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

WAGE RATE PER HOUR: \$31.42

**SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime**

OVERTIME: (4, 6, 8 & 13). See Overtime Legend

PAID HOLIDAYS: Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). See Holiday Legend.

SHIFT WAGE RATE: \$50.27

Title

Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

WAGE RATE PER HOUR: **\$50.67**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$81.07

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
<u>Oiler</u>		
On a Truck Crane	\$47.58	\$25.43 \$45.46 on overtime

OVERTIME: (4, 6, 8 & 13). See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: \$76.13

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
<u>Oiler</u>		
On a Crawler Crane	\$36.82	\$25.43
		\$45.46 on overtime

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATES: \$58.91

Title

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)-driving maintenance trucks and truck-mounted welding machines-all pumps (regardless of size and motor power except River Cofferdam Pumps and Well Point Pumps)-when three or more motorized concrete buggies (ride type) are utilized on the Job sites they shall be serviced, maintained and repaired by the Maintenance Engineer, skid steer machines of a similar nature including bobcat.

WAGE RATE PER HOUR: **\$48.38**

SUPPLEMENTAL BENEFIT RATE PER HOUR: **\$25.43**
\$45.46 on overtime

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: Off Shift: double time the regular hourly rate

Title

Maintenance Engineers on Pumps, Generators, Mixers and Heaters

WAGE RATE PER HOUR: \$38.15

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: Off Shift: double time the regular hourly rate.

Title

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.

WAGE RATE PER HOUR: \$46.11

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: Off Shift: double time the regular hourly rate.

Title

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (three or more in Battery).

WAGE RATE PER HOUR: **\$34.88**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$25.43
\$45.46 on overtime

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT WAGE RATE: Off Shift: double time the regular hourly rate.

(LOCAL #15)

Office of the Comptroller, City of New York

CLASSIFICATION: FIELD ENGINEER –BUILDING CONSTRUCTION

(Construction of Building Projects, Concrete Superstructures, etc.)

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Party Chief	\$51.22	\$24.17
Instrument Person	\$40.28	\$24.17
Rodperson	\$26.78	\$24.17

Overtime Benefit Rate - \$33.56 per hour (time & one half) \$42.94 per hour (double time).

OVERTIME: (1, 5 for the first seven hours worked, 6 for work performed in excess of seven hours, 8 and 13) See Overtime Legend.

PAID HOLIDAYS: (2, 6, 7, 8, 9, 10, 11, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

(LOCAL #15-D)

**CLASSIFICATION: CITY SURVEYOR AND CONSULTANT
ENGINEER**

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Party Chief	\$31.65	\$14.45
Instrument Person	\$26.33	\$14.45
Rodperson	\$22.97	\$14.45

Overtime Benefit Rate - \$25.00 per hour (double time).

OVERTIME: (3, 6, 8 & 13). See Overtime Legend.

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Office of the Comptroller, City of New York

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

(LOCAL #15-D)

CLASSIFICATION: FIELD ENGINEER - HEAVY CONSTRUCTION
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

	<u>Wage Rate</u>	<u>Supplemental Benefit Rate</u>
Party Chief	\$52.69	\$24.17
Instrument Person	\$38.18	\$24.17
Rodperson	\$32.91	\$24.17

Overtime Benefit Rate - \$33.56 per hour (time & one half) \$42.94 per hour (double time).

OVERTIME: (2, 5 for the first eight hours worked, 6 for work performed in excess of eight hours, 8 and 13). See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16 and 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday legend.

(Local #15-D)

CLASSIFICATION: FIELD ENGINEER - STEEL ERECTION

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Party Chief	\$52.02	\$24.17
Instrument Person	\$40.91	\$24.17
Rodperson	\$28.02	\$24.17

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Office of the Comptroller, City of New York

Overtime Benefit Rate - \$33.56 per hour (time & one half) \$42.94 per hour (double time).

OVERTIME: (2, 5 for the first eight hours worked, 6 for work performed in excess of eight hours, 8 and 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16 & 20) Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

(Local #15-D)

**CLASSIFICATION: OPERATING ENGINEER - ROAD AND
HEAVY CONSTRUCTION**

Equipment Being Used

Back Filling Machines, Cranes (Including but not limited to those utilizing scale boxes and mucking buckets), Mucking Machines, Dual Drum Paver.

WAGE RATE PER HOUR: \$53.54 OFF SHIFT WAGE RATE: \$85.66

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

WAGE RATE PER HOUR: \$55.53 OFF SHIFT WAGE RATE: \$88.85

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

WAGE RATE PER HOUR: \$57.36 OFF SHIFT WAGE RATE: \$91.78

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

WAGE RATE PER HOUR: \$55.96 OFF SHIFT WAGE RATE: \$89.54

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

WAGE RATE PER HOUR: \$54.81 OFF SHIFT WAGE RATE: \$87.70

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

WAGE RATE PER HOUR: \$51.95 OFF SHIFT WAGE RATE: \$83.12

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

WAGE RATE PER HOUR: \$41.50 OFF SHIFT WAGE RATE: \$66.40

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Office of the Comptroller, City of New York

Utility Compressors

WAGE RATE PER HOUR: \$31.69 OFF SHIFT WAGE RATE: \$40.56

Horizontal Boring Rig

WAGE RATE PER HOUR: \$49.28 OFF SHIFT WAGE RATE: \$78.85

Elevators (manually operated as personnel hoist).

WAGE RATE PER HOUR: \$45.12 OFF SHIFT WAGE RATE: \$72.19

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

WAGE RATE PER HOUR: \$34.53 OFF SHIFT WAGE RATE: \$55.25

All Drills, and Machines of a similar nature.

WAGE RATE PER HOUR: \$52.53 OFF SHIFT WAGE RATE: \$84.05

Concrete Pumps, Concrete Plant, Well Drilling Machines, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

WAGE RATE PER HOUR: \$50.78 OFF SHIFT WAGE RATE: \$81.25

Concrete Mixer

WAGE RATE PER HOUR: \$48.48 OFF SHIFT WAGE RATE: \$77.57

Boilers (High Pressure), Compressors (Portable Single or two in Battery, not over 100 feet 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 auxiliary equipment, Air, Hydraulic, etc.

WAGE RATE PER HOUR: \$31.90 OFF SHIFT WAGE RATE: \$51.04

Concrete Breaking Machines, Single Drum Hoists, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

WAGE RATE PER HOUR: \$46.15 OFF SHIFT WAGE RATE: \$73.84

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

WAGE RATE PER HOUR: \$46.56 OFF SHIFT WAGE RATE: \$74.50

Tower Crane

WAGE RATE PER HOUR: \$67.83 OFF SHIFT WAGE RATE: \$108.53

**SUPPLEMENTAL BENEFITS PER HOUR: \$25.90 straight time hours
\$46.85 overtime hours**

Office of the Comptroller, City of New York

CLASSIFICATION: OPERATING ENGINEER - BUILDING WORK

Equipment Being Used

Forklifts, House Cars, Rack a Pinion, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

WAGE RATE PER HOUR: \$48.38

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), House Car (settlement basis only), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, etc. Boilers.

WAGE RATE PER HOUR: \$35.90

Double Drum

WAGE RATE PER HOUR: \$55.25

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

WAGE RATE PER HOUR: \$58.59

Dismantling and Erection of Cranes, Relief Engineer.

WAGE RATE PER HOUR: \$53.90

4 Pole Hoist, Single Drum Hoists.

WAGE RATE PER HOUR: \$53.32

CLASSIFICATION: OPERATING ENGINEER - CONCRETE

Equipment Being Used

Cranes

WAGE RATE PER HOUR: \$55.70

Compressors

WAGE RATE PER HOUR: \$32.17

Micro-traps (Negative Air Machines), Vac-All Remediation System.

WAGE RATE PER HOUR: \$44.03

**SUPPLEMENTAL BENEFITS PER HOUR: \$25.90 straight time hours
\$46.85 overtime hours**

Office of the Comptroller, City of New York

CLASSIFICATION: OPERATING ENGINEER - PAVING

Equipment Being Used

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

WAGE RATE PER HOUR: \$51.95 OFF SHIFT WAGE RATE: \$83.12

Asphalt Roller

WAGE RATE PER HOUR: \$50.53 OFF SHIFT WAGE RATE: \$80.85

Asphalt Plants

WAGE RATE PER HOUR: \$42.39 OFF SHIFT WAGE RATE: \$67.82

**SUPPLEMENTAL BENEFITS PER HOUR: \$25.90 straight time hours
\$46.85 overtime hours**

CLASSIFICATION: OPERATING ENGINEER - STEEL ERECTION

Equipment Being Used

Three Drum Derricks

WAGE RATE PER HOUR: \$61.38 OFF SHIFT WAGE RATE: \$98.21

Cranes, 2 Drum Derricks, Hydraulic Cranes and Fork Lifts.

WAGE RATE PER HOUR: \$58.91 OFF SHIFT WAGE RATE: \$94.26

Compressors, Welding Machines.

WAGE RATE PER HOUR: \$34.42 OFF SHIFT WAGE RATE: \$55.07

Compressors - Public Works Only (Not Combined with Welding Machine).

WAGE RATE PER HOUR: \$32.73 OFF SHIFT WAGE RATE: \$52.37

**SUPPLEMENTAL BENEFITS PER HOUR: \$25.90 straight time hours
\$46.85 overtime hours**

Continued on following page

Office of the Comptroller, City of New York

FOR ALL OPERATING ENGINEERS

OVERTIME: (4, 6, 8 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 4, 6, 8, 9, 10, 11, 15, 16, 17 & 20). Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday. See Holiday Legend.

SHIFT RATES: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Local #14)

CLASSIFICATION: FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

WAGE RATE PER HOUR: \$41.71

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$34.56

OVERTIME: (2, 5, 8, and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 11, 13, 16, 17 and 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (19 and 22 if a half day is worked on either day). See Holiday Legend.

SHIFT RATES: Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

Office of the Comptroller, City of New York

CLASSIFICATION: GLAZIER

(New Construction, Remodeling, and Alteration)

WAGE RATE PER HOUR: **\$38.00**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$29.59

Supplemental Benefit Overtime Rate: \$36.59

OVERTIME: (3, 6, 8, An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay. 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16, 17 & 20). See Overtime and Holiday Legends.

PAID HOLIDAY: (1). See Holiday Legend.

SHIFT RATES: Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

CLASSIFICATION: 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 \$100,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication:

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

WAGE RATE PER HOUR: **\$22.80**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$14.79

OVERTIME: (2, 5, 8, and 12 in addition to a day's pay at the regular straight time rate) See Overtime Legend.

PAID HOLIDAY: (2, 6, 8, 9, 10, 16, 17 & 20). See Holiday Legend.

(Local #1281)

Office of the Comptroller, City of New York

CLASSIFICATION: IRON WORKER - ORNAMENTAL

WAGE RATE PER HOUR \$39.15

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$38.00

Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

OVERTIME: (1 – 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, 5 – for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter, 8 and 13 when work is performed on any of the following holidays – 2, 7, 8, 9, 10, 16 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

CLASSIFICATION: IRON WORKER - STRUCTURAL

WAGE RATE PER HOUR: \$38.65

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$49.26

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$49.64 (Staten Island)

Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

OVERTIME: (2, 5, 8, and 13 when work is performed on any of the following holidays – 2, 6, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.

Continued on following page

**SHIFT RATES: Monday through Friday – First Shift: First eight hours are paid at straight time, 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.
(Local #40 & #361)**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping 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.

OVERTIME: (2, 5, 8 and 13 when work is performed on any of the following holidays – 2, 8, 9, 10, 11, 13, 16 & 20). See Overtime and Holiday Legends.

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)

Office of the Comptroller, City of New York

CLASSIFICATION: LANDSCAPING

(Landscaping in connection with the planting of street trees and the planting of trees in parks, as well as tree pruning, tree removing, spraying and maintenance but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Landscaper (Above 6 years experience) (Effective April 1, 2009)	\$ 21.00 \$ 22.00	\$ 6.75 \$ 7.25
Landscaper (3 - 6 years experience) (Effective April 1, 2009)	\$ 20.00 \$ 21.00	\$ 6.75 \$ 7.25
Landscaper (1-3 years experience) (Effective April 1, 2009)	\$ 17.50 \$ 18.50	\$ 6.75 \$ 7.25
Groundsperson (Effective April 1, 2009)	\$ 17.50 \$ 18.50	\$ 6.75 \$ 7.25
Tree Remover / Pruner (Effective April 1, 2009)	\$ 26.00 \$ 27.00	\$ 6.75 \$ 7.25
Landscape Sprayer (Pesticide Applicator) (Effective April 1, 2009)	\$ 16.00 \$ 17.00	\$ 6.75 \$ 7.25

OVERTIME: (2, 5 & 8) See Overtime Legend. Supplemental Benefits shall include an additional Seventy Five (\$0.75) cents per hour for all overtime work performed.

PAID HOLIDAYS: (2, 8, 9, 10, 16 & 20). In the event that any employee is called to work on any of the above mentioned holidays, the employee shall receive, in addition to a full day's pay, pay at time and one-half (1 ½ times) for all work performed on that 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)

Office of the Comptroller, City of New York

CLASSIFICATION: MARBLE MECHANIC

	Wage Rate	Supplemental Benefit Rate
	<u>Per Hour</u>	<u>Per Hour</u>
Marble Setter	\$44.38	\$28.80
(Effective January 1, 2009)	\$45.28	\$29.40
Marble Finisher	\$35.94	\$28.13
(Effective January 1, 2009)	\$36.49	\$28.73
Marble Polisher	\$33.11	\$22.20
(Effective January 1, 2009)	\$33.01	\$22.80

NOTE: Supplemental Benefit contributions are to be made at the applicable overtime rates.

OVERTIME: (1 or 2 - chosen by Employer at the start of the project and then would last for the full duration of the project, 5, 8 and 13 when work is performed on any of the following holidays—2, 6, 7, 8, 9, 10, 11, 15, 16, 17 & 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

(Local #7)

CLASSIFICATION: MASON TENDER

WAGE RATE PER HOUR: **\$31.17**

SUPPLEMENTAL BENEFIT RATE PER HOUR: **\$20.37**

OVERTIME: (2, 5, 8, 9 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for Seven (7) hours work at the straight time wage rate.

(Local #79)

Office of the Comptroller, City of New York

**CLASSIFICATION: MASON TENDER
(INTERIOR DEMOLITION WORKER)**

Interior demolition work, shall include but not be limited to: The erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, protection and site safety structures etc. , on Interior Demolition jobs; the operation and servicing of all tools and equipment normally used in Interior Demolition work, including, without limitation, hand tools electric and pneumatic guns and drills; the demolition of walls, partitions, ceilings, suspension systems, floorings, concrete slabs with steel framing (where such slabs are removed in their entirety), storefronts, facades, roofing, parapets, sidewalks, curbs, and vaults (except for full depth saw cutting and core drilling of slabs); the dropping of duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment, where removals are in their entirety (i.e., a complete gut) and after (but not including) proper disconnection's and capping are performed by others; the carting of all such demolished and/or dropped walls, partitions, ceilings, suspension systems, flooring, concrete slabs with steel framing, storefronts, facades, roofing, parapets, sidewalks, curbs, vaults, duct work, electrical piping, plumbing piping, sprinkler piping, toilet fixtures, light fixtures, radiators and air conditioning equipment; the removal of non-hazardous fire proofing (such as required for beam pockets), window treatment (such as blinds, drapes and hardware), including related work performed by licensed burners and related fire watch duties; the removal of stairs, escalators, elevators, dumbwaiters, and conveyors; the sorting, salvaging, labeling, packaging and movement of such materials for disposal; the clean up of the work site and all other work and stand-by time incidental to the demolition, dropping, carting and removal of such materials; and the performance of hand excavation work and duties by flagmen on job sites where work is performed under this job specification.

WAGE RATE PER HOUR:

Tier A# - \$30.46

Tier B# - \$20.16

SUPPLEMENTAL BENEFIT RATE PER HOUR:

Tier A# - \$17.08

Tier B# - \$10.89

OVERTIME: (2, 5, 7 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: None

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

(Local #79)

Office of the Comptroller, City of New York

CLASSIFICATION: METALLIC LATHER

WAGE RATE PER HOUR: **\$37.32**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$38.96

Supplemental benefits for overtime are paid at the appropriate overtime rate.

OVERTIME: (1, 5, 8 and 13 when any of the following holidays are worked – 2, 5, 7, 8, 9, 10, 11, 13, 16 & 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (19 and 22 if a half is worked on these days). See Holiday Legend.

SHIFT RATES: There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve (\$12.00) dollars per hour. Fringes shall be paid at the straight time rate.

(Local #46)

CLASSIFICATION: MILLWRIGHT

WAGE RATE PER HOUR: **\$42.42**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$39.97

OVERTIME: (2, 5, 8, 9 and 13 when any of the following holidays are worked – 2, 6, 7, 8, 9, 10, 11, 13, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (19 and 22 is paid for half day when previous day is worked). See Holiday Legend.

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 (1/2) hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

Office of the Comptroller, City of New York

CLASSIFICATION: MOSAIC MECHANIC

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour*</u>
Mosaic & Terrazzo Mechanic	\$39.05	\$30.59*
Mosaic & Terrazzo Finisher	\$37.62	\$30.59*
Machine Operator Grinder	\$37.62	\$30.59*

*** Supplemental benefits for overtime to be paid at the rate of \$44.41 per hour.**

OVERTIME: (1, 5, 8 and 13 when any of the following holidays are worked - 2, 5, 7, 9, 10, 11, 15, 16, 17 & 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

(Local #7)

CLASSIFICATION: PAINTER

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour*</u>
Brush & Roller	\$35.00	\$20.78*
Effective May 1, 2009	\$36.00	\$21.77*
Spray & Scaffold /		
Decorative / Sandblast	\$38.00	\$20.78*
Effective May 1, 2009	\$39.00	\$21.77*

*** Supplemental benefits are to be paid at the appropriate straight time and overtime (either time and one half or double time) rate.**

OVERTIME: (1, 5, 7 and 12 when any of the following holidays are worked - 2, 6, 8, 9, 10, 16, 17 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

(District Council of Painters)

Office of the Comptroller, City of New York

CLASSIFICATION: PAINTER - SIGN PAINTER

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Designer	\$32.00	\$ 9.66
Journey person	\$29.75	\$ 9.66

OVERTIME: (2, 5, 7 & 13) See Overtime Legend.

PAID HOLIDAYS: (2, 6, 8, 9, 10, 11, 12, 16, 17 & 20) See Holiday Legend.

SHIFT RATES: all work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

CLASSIFICATION: PAINTER - STRIPERS

WAGE RATE PER HOUR:

Striper (paint):	\$24.71
Lineperson (thermoplastic):	\$29.79

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$ 8.72

OVERTIME: (2, 12 as well as one day of holiday pay). See Overtime Legend. Work performed on an employee's 6th consecutive day of work day shall be paid at the rate of time and one-half. All work performed on an employee's 7th consecutive day shall be paid at a rate of double time. The first eight hours of work performed on a Saturday and/or Sunday as the result of a consistent and regular five-day work schedule shall not be compensated at the overtime rate. In the case of work on a Friday which does not constitute an employee's 6th or 7th consecutive day of work, such Friday shall be paid at an employee's regular rate of pay provided that a majority of the hours worked that day are worked on Friday and not on the following Saturday.

PAID HOLIDAYS: (8, 9, 10, 11, 15 & 16) See Holiday Legend.

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Office of the Comptroller, City of New York

SHIFT RATES: 10% night shift premium differential for all work performed after 9:00 P.M. and before 5:00 A.M.

VACATIONS:

- A. ALL EMPLOYEES EMPLOYED FOR A PERIOD OF TWENTY SIX WEEKS OR MORE IN A CALENDAR YEAR SHALL RECEIVE TWO WEEKS VACATION WITH FULL PAY.
- B. EACH EMPLOYEE EMPLOYED FOR A PERIOD OF LESS THAN TWENTY SIX WEEKS IN A CALENDAR YEAR SHALL RECEIVE VACATION PAY BASED ON SEVEN PERCENT OF HIS TOTAL BASE PAY.
- C. EMPLOYEES WITH AT LEAST TEN YEARS OF SERVICE WITH THE EMPLOYER SHALL RECEIVE THREE WEEKS VACATION WITH FULL PAY IF EMPLOYED FOR TWENTY SIX WEEKS OR MORE IN A CALENDAR YEAR.
- D. ALL EMPLOYEES WITH AT LEAST TWENTY YEARS OF SERVICE WITH THE EMPLOYER SHALL RECEIVE FOUR WEEKS OF VACATION WITH PAY IF EMPLOYED TWENTY SIX WEEKS OR MORE IN A CALENDAR YEAR.

(Local #8A-28A)

CLASSIFICATION: PAINTER - STRUCTURAL STEEL

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Painters on Structural Steel	\$44.00	\$26.96
Power Tool	\$50.00	\$26.96

OVERTIME: (1, 5, 7 and 13 when any of the following holidays are worked - 2, 8, 9, 10, 16 and 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Regular hourly rates plus a ten per cent (10%) differential.

(Local #806)

Office of the Comptroller, City of New York

CLASSIFICATION: PAPERHANGER

WAGE RATE PER HOUR: \$36.40

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.94*

* Supplemental benefits are to be paid at the appropriate straight time and overtime (time and one half) rate.

OVERTIME: (1, 5, 7 and 12 when any of the following holidays are worked - 2, 6, 8, 9, 16, 17 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

CLASSIFICATION: PAVER AND ROADBUILDER – ASPHALT

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Asphalt Raker	\$40.02	\$26.20
Tamper	\$38.10	\$26.20
Screenperson, Micro Paver	\$40.47	\$26.20

OVERTIME: (2, 5 & 8) if employees work on holiday #2, #6, and #20 they receive the single time the regular applicable hourly rate plus one days pay and no pay if the day is not worked. See Overtime and Holiday Legend.

PAID HOLIDAYS: (8, 9, 10, 11, 12, 15 & 16). See holiday legend.

SHIFT RATES: Night Work - the regular applicable hourly rate plus a 25% differential.

(Local #1018)

Office of the Comptroller, City of New York

CLASSIFICATION: PAVER AND ROADBUILDER – CONCRETE

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Form Setter	\$38.46	\$26.20
Laborer (Paving & Roadbuilding)	\$34.80	\$26.20
Fence Installer & Repairer (Limited to installation and repair of temporary construction fencing)	\$34.67	\$26.20

OVERTIME:(2, 5, 8, if employees work on holiday #2 and #20 they receive the single time rate plus 15%, otherwise no pay if the days are not worked)
See Overtime Legend.

PAID HOLIDAYS: (8, 9, 10, 11, 12 & 16) See Holiday Legend.

SHIFTS: A single shift shall be a continuous nine (9) hours, starting at 8:00 A.M. The mealtime shall be one (1) hour, but it may be curtailed by one-half (½) hour. When two (2) shifts are employed the work period for each shift shall be a continuous eight (8) hours. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours but will be paid for eight (8) hours, since only one-half (½) is allowed for mealtime. When two (2) or more shifts are employed single time will be paid for each shift.

SHIFT RATES: Night Work - the regular applicable hourly rate plus a 15% differential.

(Local #1010)

CLASSIFICATION: PLASTERER

WAGE RATE PER HOUR: \$34.03

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$21.69 for Manhattan, Bronx and Staten Island.

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$18.30 for Brooklyn and Queens.

OVERTIME: (1, 5, 8, 9 and 13 when any of the following holidays are worked – 2, 3, 6, 7, 8, 9, 10, 11, 13, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

CLASSIFICATION: PLASTERER - TENDER

(Mason Tender District Council)

CLASSIFICATION: **PLUMBER**

Note: double time shall be paid for supplemental benefits during overtime work.

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OVERTIME: 3, unless for new construction site work where the plumbing contract price is \$1 million or less, and for public works jobs where the plumbing contract is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time. (Double time the regular rate for overtime, Saturday, Sunday and when any of the following holidays are worked – 2, 6, 8, 9, 10, 11, 15, 16, 17 & 20). See Overtime & Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

CLASSIFICATION: PLUMBER
(RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

WAGE RATE PER HOUR: **\$33.54***

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$23.04*

*** Effective January 1, 2009 - \$1.22 to be allocated between the hourly wage and supplemental benefit**

OVERTIME: (4, 6, 8, and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 11, 15, 16, 17 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

***(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$13.40 #**

Effective April 1, 2009 - \$1.25 to be allocated between the hourly wage and supplemental benefit

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Regular Scheduled days shall be Monday to Friday inclusive, with 8 hours of work on each day or 10 hours on 4 days with start time from 6 AM to 10 AM and ending no later than 6:30 PM.

(Plumbers Local # 1)

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$26.11

OVERTIME: (2, 5, 7, and 12 when any of the following holidays are worked – 2, 6, 8, 9, 10, 11, 15, 16, 17 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

Office of the Comptroller, City of New York

**CLASSIFICATION: POINTER - WATERPROOFER, CAULKER
MECHANIC (EXTERIOR BUILDING RENOVATION)**

WAGE RATE PER HOUR: \$37.39

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$19.99

***Residential Mechanic**

WAGE RATE PER HOUR: \$26.21

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$7.95

***RESIDENTIAL MECHANIC MAY BE UTILIZED ON APARTMENT HOUSES, INCLUDING COMMERCIAL SPACE ON THE GROUND FLOOR OR MEZZANINE.**

OVERTIME: (2, 5, 7, 9 and 12 when any of the following holidays are worked - 2, 3, 6, 8, 9, 10, 16 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

CLASSIFICATION: ROOFER

WAGE RATE PER HOUR: \$35.00*

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$24.55*

**** Effective July 1, 2008 - \$2.50 to be allocated between the hourly wage and supplemental benefit**

OVERTIME: (2, 5, 7 and 12 when any of the following holidays are worked - 2, 6, 8, 9, 10, 13, 16 & 20) See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

**SHIFT RATES: Second shift - Regular hourly rate plus a 10% differential.
Third shift - Regular hourly rate plus a 15% differential.**

(Local #8)

Office of the Comptroller, City of New York

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second Shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

(Local #28)

CLASSIFICATION: SHEET METAL SPECIALTY WORKER*
(Decking & Siding)

***The first three workers to perform this work must be paid at the rate of the Sheet Metal Worker. The fourth worker shall be paid at this Specialty Worker Rate. One Specialty Worker for each Sheet Metal Worker can be utilized thereafter.**

WAGE RATE PER HOUR: \$41.61

SUPPLEMENTAL BENEFIT RATE PER HOUR:
\$18.30 for straight time hours worked.
\$23.97 for overtime hours worked.

OVERTIME: (2, 5, 8 and 13 when any of the following holidays are worked – 2, 3, 6, 8, 9, 10, 11, 15, 16 & 20). See Overtime and Holiday legends.

PAID HOLIDAYS: (1) See Holiday Legend.

(Local #28)

CLASSIFICATION: SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

WAGE RATE PER HOUR: \$36.20

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$30.54

OVERTIME: (1, 5, 7 and 12 plus holiday pay when any of the following holidays are worked 2, 5, 8, 9, 10, 11, 12, 16, 17, & 20). See Overtime Legend.

Continued on following page

Office of the Comptroller, City of New York

PAID HOLIDAYS: (2, 5, 8, 9, 10, 11, 12, 16, 17 & 20) See Holiday Legend.

SHIFT RATE: 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)

CLASSIFICATION: STEAMFITTER

WAGE RATE PER HOUR: **\$45.67**

SUPPLEMENTAL BENEFIT RATE PER HOUR: \$37.72

Overtime supplemental benefit rate:	\$75.12
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OVERTIME: (3, 6, 8 and 13 when any of the following holidays are worked – 2, 6, 8, 9, 10, 11, 15, 16, 17 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Work performed between 3:30P.M. and 7:00A.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.

FOR HEATING, VENTILATING, AIR CONDITIONER AND MECHANICAL PUBLIC WORKS CONTRACTS WITH A DOLLAR VALUE NOT TO EXCEED \$15,000,000 AND FOR FIRE PROTECTION/SPRINKLER PUBLIC WORKS CONTRACTS NOT TO EXCEED \$1,500,000.

OVERTIME: (4, 6, 8, and 13).

SHIFT RATES: May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

Continued on following page

Office of the Comptroller, City of New York

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)

**CLASSIFICATION: STEAMFITTER - REFRIGERATION AND AIR
CONDITIONER MAINTENANCE AND
INSTALLATION SERVICE PERSON**

	Wage Rate	Supplemental Benefit Rate
	<u>Per Hour</u>	<u>Per Hour</u>
Journeyman	\$33.55	\$9.36
Fourth Year of Employment	\$27.56	\$8.58
Third Year of Employment	\$22.84	\$7.91
Second Year of Employment	\$19.61	\$7.41
First Year (2nd six months of Employment)	\$16.28	\$6.97
First Year (1st six months of Employment)	\$10.12	\$6.49

1. No First or Second year serviceperson employed on service or repair work shall be allowed to do any work in the field unless the worker is accompanied and supervised by one or more journeymen except in the event of emergency arising when the Employer must use his own discretion as to sending First or Second year men out to answer calls.
2. For every three (3) journeymen steadily employed, the Employer may employ one (1) First year or Second year person, and if acceptable to the Employer, shall be continuously employed for one (1) year.
3. First and Second year persons shall be allowed to perform the following work:
 - 1) Filter changing and maintenance thereof.
 - 2) Oil and greasing.
 - 3) Tower and coil cleaning, scraping and painting.
 - 4) General housekeeping.
 - 5) Delivery and truck driving of parts and/or equipment trucks.
 - 6) Taking of water samples.

OVERTIME: (2, 5 & 8) and (13 for the following holidays 2, 9, 10, 15, 16 & 20) and (15 for the following holidays 3, 6, 8 & 11). See Overtime and Holiday Legend.

PAID HOLIDAYS: (2, 3, 6, 8, 9, 10, 11, 15, 16 & 20) See Holiday Legend.

(Local #638B)

Office of the Comptroller, City of New York

CLASSIFICATION: TELECOMMUNICATION WORKER
Voice Installation Only

Telecommunication Worker: \$31.69

SUPPLEMENTAL BENEFIT RATE PER HOUR :
(Manhattan, Bronx, Brooklyn, Queens): \$ 13.19
(Staten Island Only): \$ 12.64

VACATION:
 After 6 months, one week.
 After 12 months, two weeks;
 After two or more but less than seven years, two weeks.
 After seven or more but less than 15 years, three weeks.
 After 15 years or more but less than 25 years, four weeks.

OVERTIME: (1, 5, 7 and 12 plus a days pay for the holiday). See Overtime Legend.

**PAID HOLIDAYS: (2, 4*, 5, 8, 9, 10, 11, 12, 15, 16 & 20) See Holiday Legend.
*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.

(C.W.A.)

CLASSIFICATION: TILE FINISHER

WAGE RATE PER HOUR:	\$34.60
Effective December 1, 2008	\$35.51

SUPPLEMENTAL BENEFIT RATE PER HOUR:	\$22.77
Effective December 1, 2008	\$23.52

OVERTIME: (1, 5, 8 and 13 when any of the following holidays are worked - 2, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1½) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

Office of the Comptroller, City of New York

CLASSIFICATION: TILE LAYER – SETTER

WAGE RATE PER HOUR:	\$42.82
Effective December 1, 2008	\$44.33

SUPPLEMENTAL BENEFIT RATE PER HOUR:	\$26.60
Effective December 1, 2008	\$27.10

OVERTIME: (1, 5, 8 and 13 when any of the following holidays are worked – 2, 6, 7, 8, 9, 10, 11, 15, 16, 17, 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

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)

CLASSIFICATION: TIMBERPERSON

WAGE RATE PER HOUR:	\$38.04*
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SUPPLEMENTAL BENEFIT RATE PER HOUR:	\$36.06*
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* Effective July 1, 2008 - \$3.53 to be allocated between the hourly wage and supplemental benefit

OVERTIME: (2, 5, 8, 9 and 13 when any of the following holidays are worked–2, 6, 8, 9, 10, 11, 13, 16 and 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (1) See Holiday Legend.

SHIFT RATES: Off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours but will be paid for 9 hours, including benefits at the straight time rate for 8 hours.

(Local #1536)

Office of the Comptroller, City of New York

CLASSIFICATION: TRUCK DRIVER – (TEAMSTER)

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Automobile Chauffeur (Dump Truck Chauffeur)	\$34.94	\$29.20
Heavy Equipment Trailer Driver	\$36.44	\$29.20
Euclid & Turnapull Operator	\$35.50	\$29.20
Six Wheeler(3 Axle) Tractors & Trailers	\$35.94	\$29.20
Boom Truck Driver	\$36.19	\$29.20

OVERTIME: (2, 5 & 8), (13 for holidays 6, 11, 12 & 15), (14 for holidays 2, 8, 9, 10, 13, 16 & 20). See Overtime and Holiday Legends.

PAID HOLIDAYS: (2, 6, 8, 9, 10, 11, 12, 15, 16 & 20). Employees working two (2) days in the calendar week in which the holiday falls are to be paid for these holidays, provided they shape each remaining workday during that calendar week). See Holiday Legend.

	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefit Rate Per Hour</u>
Redi-Mix Driver (Sand & Gravel)	\$33.11	\$25.95

OVERTIME: (2, 5 & 8), (13 for holidays 6, 11 & 15), (14 for holidays 2, 8, 9, 10, 16 & 20). See Overtime and Holiday Legend.

PAID HOLIDAYS: (2, 6, 8, 9, 10, 11, 12, 15, 16 & 20) (Employees working two (2) days in the calendar week in which the holiday falls are to be paid for these holidays, provided they shape each remaining workday during that calendar week). See Holiday Legend.

(Local #282)

Office of the Comptroller, City of New York

CLASSIFICATION: TUNNEL WORKER

Compressed Air Rates

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefits Per Hour</u>
Blasters, Mucking Machine Operators	\$43.21	\$41.28
Tunnel Workers	\$41.70	\$39.91
Top Nipper	\$40.93	\$39.23
Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender	\$40.18	\$38.49
Bottom Bell & Top Bell Signal Person: Shaft Person	\$40.18	\$38.49
Changehouse Attendant: Powder Watchperson	\$34.73	\$36.64

Free Air Rates

<u>Title</u>	<u>Wage Rate Per Hour</u>	<u>Supplemental Benefits Per Hour</u>
Blasters	\$41.23	\$39.44
Tunnel Workers	\$39.44	\$37.76
All Others	\$36.44	\$34.94

OVERTIME: (4, 6, 8 and 13) See Overtime Legend.

PAID HOLIDAYS : (2, 4, 6, 8, 9, 10, 11, 12, 15, 16, and 20). See Holiday Legend.

For Repair-Maintenance Work on Existing Equipment and Facilities - (2, 5, 7 and 13). See Overtime Legend.

(Local #147)

Office of the Comptroller, City of New York

CLASSIFICATION: WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

Office of the Comptroller, City of New York

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Office of the Comptroller, City of New York

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

**§220 PREVAILING APPRENTICESHIP RATES &
RATIOS**

APPENDIX

JULY 1, 2008 – JUNE 30, 2009

Office of the Comptroller, City of New York

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING APPRENTICESHIP RATES & RATIOS
APPENDIX

Asbestos Handler (Local #78)

Wage Rate Per Hour:
 First 1000 Hours: 78% of Journeyperson rate
 Second 1000 Hours: 80% of Journeyperson rate
 Third 1000 Hours: 83% of Journeyperson rate
 Fourth 1000 Hours: 89% of Journeyperson rate

Supplemental Benefit Rate Per Hour: \$10.95

Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3

Boilermaker

First Year: 65% of Journeyperson's rate

Second Year:
 1st Six Months: 70% of Journeyperson's rate
 2nd Six Months: 75% of Journeyperson's rate

Third Year:
 1st Six Months: 80% of Journeyperson's rate
 2nd Six Months: 85% of Journeyperson's rate

Fourth Year:
 1st Six Months: 90% of Journeyperson's rate
 2nd Six Months: 95% of Journeyperson's rate

Supplemental Benefit Rate Per Hour:	<u>Repair & Maintenance</u>		<u>New Construction</u>	
Effective	<u>7/1/08</u>	<u>1/1/09</u>	<u>7/1/08</u>	<u>1/1/09</u>
First Year:	\$21.80	\$22.07	\$23.80	\$24.07
Second Year:				
1st Six Months	\$22.87	\$23.19	\$24.87	\$25.19
2nd Six Months:	\$23.97	\$24.29	\$25.97	\$26.29
Third Year:				
1st Six Months:	\$25.07	\$25.42	\$27.07	\$27.42
2nd Six Months:	\$26.14	\$26.53	\$28.14	\$28.53
Fourth Year:				
1st Six Months:	\$27.23	\$27.65	\$29.23	\$29.65
2nd Six Months:	\$28.33	\$28.76	\$30.33	\$30.76
Ratio of Apprentice to Journeyperson:	1 to 1, 1 to 4			

Office of the Comptroller, City of New York

Bricklayer

Wage Rate Per Hour:

First 750 Hours:	50% of Journeyperson's rate
Second 750 Hours:	60% of Journeyperson's rate
Third 750 Hours:	70% of Journeyperson's rate
Fourth 750 Hours:	80% of Journeyperson's rate
Fifth 750 Hours:	90% of Journeyperson's rate
Six 750 Hours:	95% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$13.28

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Carpenter

Wage Rate Per Hour:

First Year:	40% of Journeyperson's rate
Second Year:	50% of Journeyperson's rate
Third Year:	65% of Journeyperson's rate
Fourth Year:	80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$23.89

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Cement and Concrete Worker

0 - 500 hours:	50% of Journeyperson's rate
501 - 2000 hours:	65% of Journeyperson's rate
2001 - 4000 hours:	80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour:

0 - 500 hours:	\$16.85
501 - 1000 hours:	\$17.68
1001 - 2000 hours:	\$22.56
2001 - 4000 hours:	\$23.38

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3

Cement Mason

Wage and Supplemental Benefit Rate Per Hour:

First Year:	50% of Journeyperson's rate
Second Year:	60% of Journeyperson's rate
Third Year:	70% of Journeyperson's rate

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Office of the Comptroller, City of New York

Derrickperson & Rigger (stone)

First Year: 50% of Journeyperson's rate
 Second Year:
 1st Six Months: 70% of Journeyperson's rate
 2nd Six Months: 80% of Journeyperson's rate
 Third Year: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour:

First Year: 50% of Journeyperson's rate
 Second Year: 75% of Journeyperson's rate
 Third Year: 75% of Journeyperson's rate

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6

Dockbuilder/Pile Driver

First Year: 40% of Journeyperson's rate
 Second Year: 50% of Journeyperson's rate
 Third Year: 65% of Journeyperson's rate
 Fourth Year: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$23.89

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6

Electrician

	<u>Hired before 5/10/07</u>	<u>Hired on or after 5/10/07</u>
<u>Wage Rate Per Hour:</u>		
First Year:	\$13.75	\$11.00
Second Year:	\$16.55	\$13.00
Third Year:	\$18.65	\$15.00
Fourth Year:	\$20.60	\$17.00
Fifth Year:	\$25.30	n/a

Overtime Wage Rate Per Hour:

For "A" rated Apprentices (work in excess of 7 hours per day) and
 For "M" rated Apprentices (work in excess of 8 hours per day):

First Year:	\$20.63	\$16.50
Second Year:	\$24.83	\$19.50
Third Year:	\$27.98	\$22.50
Fourth Year:	\$30.90	\$25.50
Fifth Year:	\$37.95	n/a

Continued on following page

Office of the Comptroller, City of New York

Electrician (Continued)

	<u>Hired before 5/10/07</u>	<u>Hired on or after 5/10/07</u>
Supplemental Benefit Rate Per Hour:		
First Year:	\$8.90	\$7.58
Second Year:	\$10.24	\$8.54
Third Year:	\$11.25	\$9.50
Fourth Year:	\$12.19	\$10.46
Fifth Year:	\$15.64	n/a

Overtime Supplemental Benefit Rate Per Hour:

For "A" rated Apprentices (work in excess of 7 hours per day) and

For "M" rated Apprentices (work in excess of 8 hours per day):

First Year:	\$9.76	\$8.27
Second Year:	\$11.28	\$9.35
Third Year:	\$12.42	\$10.44
Fourth Year:	\$13.48	\$11.52
Fifth Year:	\$17.22	n/a

Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3

Elevator Constructor

Wage Rate Per Hour:

First Year:	50% of Journeyman rate
Second Year:	55% of Journeyman rate
Third Year:	65% of Journeyman rate
Fourth Year:	75% of Journeyman rate

Supplemental Benefit Rate Per Hour:

First Year:	\$20.21
Second Year:	\$21.11
Third Year:	\$22.39
Fourth Year:	\$23.67

Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2

Elevator Repair & Maintenance

First Year:	60% of "A" Helper rate
Second Year:	70% of "A" Helper rate
Third Year:	80% of "A" Helper rate
Fourth Year:	90% of "A" Helper rate

Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2

Office of the Comptroller, City of New York

Engineer (Local #14)

Wage Rate Per Hour:

First Year: 40% of Journeyperson rate

Second Year: 50% of Journeyperson rate

Third Year: 60% of Journeyperson rate

Supplemental Benefit Rate Per Hour: \$16.40

Ratio of Apprentices to Journeyperson: 1 to 1, 1 to 5

Engineer (Local #15)

Wage Rate Per Hour:

First Year: \$18.92

Second Year: \$23.66

Third Year: \$26.02

Fourth Year: \$28.39

Supplemental Benefit Rate Per Hour: \$15.43

Ratio of Apprentices to Journeyperson: 1 to 1, 1 to 5

Floor Coverer

First Year: 40% of Journeyperson's rate

Second Year: 50% of Journeyperson's rate

Third Year: 65% of Journeyperson's rate

Fourth Year: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$23.14

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Glazier

Wage Rate Per Hour:

First Year: 40% of Journeyperson rate

Second Year: 50% of Journeyperson rate

Third Year: 60% of Journeyperson rate

Fourth Year: 80% of Journeyperson rate

Supplemental Benefit Rate Per Hour:

First Year: \$10.43

Second Year: \$18.96

Third Year: \$21.08

Fourth Year: \$25.34

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3

Office of the Comptroller, City of New York

Heat & Frost Insulator

Wage and Supplemental Benefit Rate Per Hour:

First Year:	40% of Journeyperson's rate
Second Year:	60% of Journeyperson's rate
Third Year:	70% of Journeyperson's rate
Fourth Year:	80% of Journeyperson's rate

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Iron Worker (Ornamental)

Wage Rate Per Hour:

First Year:		
1 st Four Months	60% of Journeyperson's rate	
Next Six Months	65% of Journeyperson's rate	
Second Year:		
1 st Six Months	70% of Journeyperson's rate	
2 nd Six Months	80% of Journeyperson's rate	
Third Year		
1 st Six Months	85% of Journeyperson's rate	
Last Eight Months	95% of Journeyperson's rate	

Supplemental Benefit Rate Per Hour:

First Four months:	\$29.46
Next Six Months	\$30.29
Next Six Months	\$31.11
Next Six Months	\$32.76
Next Six Months	\$33.59
Last Eight Months	\$35.23

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Iron Worker (Structural)

Wage Rate Per Hour:

1 st Six Months	\$20.42
7- 18 months	\$21.02
19 - 36 months	\$21.62

Supplemental Benefit Rate Per Hour: \$35.01

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6

Office of the Comptroller, City of New York

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common)

Wage Rate Per Hour:	
First 1000 Hours:	50% of Journeyperson's rate
Second 1000 Hours:	60% of Journeyperson's rate
Third 1000 Hours:	75% of Journeyperson's rate
Fourth 1000 Hours:	90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour:	\$24.57
Ratio Apprentices to Journeyperson's:	1 to 1, 1 to 3

Laborer (Paver and Roadbuilder)

Wage Rate Per Hour:	
First Year:	\$23.27
(Minimum 1000 Hours)	
Second Year:	\$26.37
(Minimum 1000 Hours)	
Third Year:	\$29.47
(Minimum 1000 Hours)	
Supplemental Benefit Rate Per Hour:	\$9.90
Ratio of Apprentice to Journeyperson:	1 to 1, 1 to 3

Marble Mechanics (Polisher, Finisher)

Wage and Supplemental Benefit Rate Per Hour:	
First 750 Hours:	50% of Journeyperson's rate
Second 750 Hours:	60% of Journeyperson's rate
Third 750 Hours:	75% of Journeyperson's rate
Fourth 750 Hours:	90% of Journeyperson's rate
NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)	
Ratio of Apprentice to Journeyperson:	1 to 1, 1 to 4

Office of the Comptroller, City of New York

Marble Mechanics (Cutters & Setters)

Wage and Supplemental Benefit Rate Per Hour:

First 750 Hours:	50% of Journeyperson rate
Second 750 Hours:	55% of Journeyperson rate
Third 750 Hours:	65% of Journeyperson rate
Fourth 750 Hours:	75% of Journeyperson rate
Fifth 750 Hours:	85% of Journeyperson rate
Sixth 750 Hours:	95% of Journeyperson rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Mason Tender and House Wrecker

Wage Rate Per Hour:

1 st Year: First 500 Hours:	\$18.55
2 nd Year First 1000 Hours:	\$19.55
3 rd Year First 2000 Hours:	\$21.05
4 th Year First 3000 Hours:	\$23.55

Supplemental Benefit Rate Per Hour: \$12.27

Ratio of Apprentices to Journeypersons: 1 to 1, 1 to 3

Metallic Lather

Wage Rate Per Hour:

First Year:	\$26.65
Second Year:	\$30.72
Third Year:	\$35.25

Supplemental Benefit Rate Per Hour:

First Year:	\$21.71
Second Year:	\$23.26
Third Year:	\$24.31

Ratio of Apprentices to Journeypersons: 1 to 1, 1 to 5

Office of the Comptroller, City of New York

Millwright

Wage Rate Per Hour:

First Year:	55% of Journeyperson rate
Second Year:	65% of Journeyperson rate
Third Year:	75% of Journeyperson rate
Fourth Year:	95% of Journeyperson rate

Supplemental Benefit Rate Per Hour:

First Year:	\$25.34
Second Year:	\$28.09
Third Year:	\$31.84
Fourth Year:	\$36.38

Ratio of Apprentices to Journeyperson: 1 to 1, 1 to 4

Painters (brush & roller)

Wage Rate Per Hour: Effective 7/1/08 Effective 5/1/09

First Year:	\$13.25	\$13.25
Second Year:	\$17.50	\$18.00
Third Year:	\$21.00	\$21.60
Fourth Year:	\$28.00	\$28.80

Supplemental Benefit Rate Per Hour:

First Year:	\$ 9.84	\$9.84
Second Year:	\$12.33	\$12.86
Third Year:	\$15.01	\$15.65
Fourth Year:	\$19.93	\$20.78

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3

Painters - Structural Steel

Wage Rate Per Hour:

First Year:	40% of Journeyperson's rate
Second Year:	60% of Journeyperson's rate
Third Year:	80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour:

First Year:	40% of Journeyperson's rate plus \$5.00
Second Year:	60% of Journeyperson's rate plus \$5.00
Third Year:	80% of Journeyperson's rate plus \$5.00

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3

Office of the Comptroller, City of New York

Plasterer (Manhattan, Bronx, S.I.)

Wage Rate Per Hour:

First Year:

1st Six Months: 40% of Journeyperson's rate

2nd Six Months: 45% of Journeyperson's rate

Second Year:

1st Six Months: 55% of Journeyperson's rate

2nd Six Months: 60% of Journeyperson's rate

Third Year:

1st Six Months: 70% of Journeyperson's rate

2nd Six Months: 75% of Journeyperson's rate

Supplemental Benefit Rate Per Hour:

First Year:

1st Six Months: \$ 9.55

2nd Six Months: \$10.58

Second Year:

1st Six Months: \$12.58

2nd Six Months: \$13.59

Third Year:

1st Six Months: \$15.61

2nd Six Months: \$16.64

Ratio of Apprentice to journeyperson: 1 to 1, 1 to 3

Plasterer (Brooklyn & Queens)

Wage Rate Per Hour:

First Year:

1st Six Months: 40% of Journeyperson's rate

2nd Six Months: 45% of Journeyperson's rate

Second Year:

1st Six Months: 55% of Journeyperson's rate

2nd Six Months: 60% of Journeyperson's rate

Third Year:

1st Six Months: 70% of Journeyperson's rate

2nd Six Months: 75% of Journeyperson's rate

Supplemental Benefit Rate Per Hour:

First Year:

1st Six Months: \$8.35

2nd Six Months: \$9.22

Second Year:

1st Six Months: \$10.92

2nd Six Months: \$11.79

Third Year:

1st Six Months: \$13.51

2nd Six Months: \$14.38

Ratio of Apprentices to Journeyperson's: 1 to 1, 1 to 3

Office of the Comptroller, City of New York

Pointer/Cleaner/Caulker (mason)

Wage Rate Per Hour:

First Year:	\$19.41
Second Year:	\$22.72
Third Year:	\$27.95
Fourth Year:	\$34.38

Supplemental Benefit Rate Per Hour:

First Year:	\$2.95
Second Year:	\$6.85
Third Year:	\$9.35
Fourth Year:	\$9.35

Ratio of Apprentices to Journeyperson's: 1 to 1, 1 to 4

Plumber

Wage Rate Per Hour:

First Year:	
1 st Six Months:	\$14.28
2 nd Six Months:	\$14.28
Second Year:	\$15.79
Third Year:	\$17.89
Fourth Year:	\$20.74
Fifth Year:	
1 st Six Months:	\$22.14
2 nd Six Months:	\$34.21

Supplemental Benefit Rate Per Hour:

First Year:	
1 st Six Months:	\$ 0.38
2 nd Six Months:	\$ 2.63
Second Year:	\$14.24
Third Year:	\$14.24
Fourth Year:	\$14.24
Fifth Year:	\$14.24

Ratio of Apprentices to Journeyperson's: 1 to 1, 1 to 3

Roofer

Wage and Supplemental Benefit Rate Per Hour:

First Year:	35% of Journeyperson's rate
Second Year:	50% of Journeyperson's rate
Third Year:	60% of Journeyperson's rate
Fourth Year:	75% of Journeyperson's rate

Ratio of Apprentices to Journeyperson's: 1 to 1, 1 to 2

Office of the Comptroller, City of New York

Sheet Metal Worker

Wage Rate Per Hour:

First Year:

1st Six Months: 30% of Journeyperson's rate

2nd Six Months: 35% of Journeyperson's rate

Second Year:

1st Six Months: 40% of Journeyperson's rate

2nd Six Months: 45% of Journeyperson's rate

Third Year:

1st Six Months: 50% of Journeyperson's rate

2nd Six Months: 55% of Journeyperson's rate

Fourth Year:

1st Six Months: 60% of Journeyperson's rate

2nd Six Months: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour:

First Year:

1st Six Months: \$13.86

2nd Six Months: \$15.65

Second Year:

1st Six Months: \$17.24

2nd Six Months: \$18.84

Third Year:

1st Six Months: \$20.41

2nd Six Months: \$21.88

Fourth Year:

1st Six Months: \$23.81

2nd Six Months: \$27.59

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3

Sign Erector

Wage Rate Per Hour:

First Year:

1st Six Months: 35% of Journeyperson's rate

2nd Six Months: 40% of Journeyperson's rate

Second Year:

1st Six Months: 45% of Journeyperson's rate

2nd Six Months: 50% of Journeyperson's rate

Third Year:

1st Six Months: 55% of Journeyperson's rate

2nd Six Months: 60% of Journeyperson's rate

Fourth Year:

1st Six Months: 65% of Journeyperson's rate

2nd Six Months: 70% of Journeyperson's rate

Fifth Year:

75% of Journeyperson's rate

Sixth Year:

80% of Journeyperson's rate

(Continued on Following Page)

Office of the Comptroller, City of New York

Sign Erector (continued)

Supplemental Benefit Rate Per Hour:

First Year:

1st Six Months: \$5.96

2nd Six Months: \$6.75

Second Year:

1st Six Months: \$7.55

2nd Six Months: \$8.34

Third Year:

1st Six Months: \$9.13

2nd Six Months: \$9.92

Fourth Year:

1st Six Months: \$10.72

2nd Six Months: \$11.51

Fifth Year:

1st Six Months: \$12.30

2nd Six Months: \$13.09

Ratio of Apprentices to Journeyperson's: 1 to 1, 1 to 4

Steamfitter

Wage Rate Per Hour:

First Year: 40% of Journeyperson rate

Second Year: 50% of Journeyperson rate

Third Year: 65% of Journeyperson rate

Fourth Year: 80% of Journeyperson rate

Fifth Year: 85% of Journeyperson rate

Supplemental Benefit Rate Per Hour:

First Year: \$15.28

Second Year: \$19.02

Third Year: \$24.64

Fourth Year: \$30.24

Fifth Year: \$32.12

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3

Stone Mason/Setter

Wage Rate Per Hour:

First 750 Hours: 50% of Journeyperson rate

Second 750 Hours: 60% of Journeyperson rate

Third 750 Hours: 70% of Journeyperson rate

Fourth 750 Hours: 80% of Journeyperson rate

Fifth 750 Hours: 90% of Journeyperson rate

Sixth 750 Hours: 100% of Journeyperson rate

Supplemental Benefit Rate Per Hour: 50% of Journeyperson rate

Ratio Apprentices of Journeyperson: 1 to 1, 1 to 2

Office of the Comptroller, City of New York

Taper (Drywall)

Wage and Supplemental Benefit Rate Per Hour:

First Year:	40% of Journeyperson rate
Second Year:	60% of Journeyperson rate
Third Year:	80% of Journeyperson rate

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Tile Layer (Setter)

Wage and Supplemental Benefit Rate Per Hour:

First 750 Hours:	50% of Journeyperson rate
Second 750 Hours:	55% of Journeyperson rate
Third 750 Hours:	65% of Journeyperson rate
Fourth 750 Hours:	75% of Journeyperson rate
Fifth 750 Hours:	85% of Journeyperson rate
Sixth 750 Hours:	95% of Journeyperson rate

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Timberperson

Wage Rate Per Hour:

First Year:	40% of Journeyperson rate
Second Year:	50% of Journeyperson rate
Third Year:	65% of Journeyperson rate
Fourth Year:	80% of Journeyperson rate

Supplemental Benefit Rate Per Hour: \$23.89

Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate the day and year first above written, one copy to remain with the Commissioner, one copy to be filed with the Comptroller of the City of New York, and one copy to be delivered to the Consultant.

THE CITY OF NEW YORK

For the Commissioner

Consultant

By _____

Place Corporate Seal

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Date _____

CONTRACT NO. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate the day and year first above written, one copy to remain with the Commissioner, one copy to be filed with the Comptroller of the City of New York, and one copy to be delivered to the Consultant.

ACKNOWLEDGMENT BY INDIVIDUAL

State, City and County of New York, ss:

On this ____ day of _____, 2009, before me personally came
To me known and known to me to be the same person described in and who executed the
foregoing instrument and he duly acknowledged to me that he executed the same for the purposes
therein mentioned as a member of the firm of _____.

Notary Public or Commissioner of Deeds
Inc.

ACKNOWLEDGMENT BY CORPORATION

State, City and County of New York, ss:

On this ____ day of _____, 2009__ before me personally came
_____ who being by duly sworn, did repose and say that he/she resides at
_____; that he/she is the _____ of
_____ the corporation described in and which executed the foregoing instrument;
that he/she knows the seal instrument in such seal; that it was so affixed by order of the
Directors of said Corporation; and that he/she signed his /her name thereto by like order.

Notary Public or Commissioner of Deeds
Inc.

ACKNOWLEDGMENT BY PARTNERSHIP

State of New York, County of ss:)

On this ____ day of _____, 2009, before me personally came
_____ to me known and known to me to be a member of
_____ firm described in and which executed the foregoing instrument and
he/she acknowledged to me that he/she subscribed the name of said firm thereto on
behalf of said firm for the purposes therein mentioned.

Notary Public or Commissioner of Deeds
Inc.

ACKNOWLEDGMENT OF COMMISSIONER

State, City and County of New York, ss:

On this _____ day of _____ 2009, before me personally came _____ to me known and known to me to be the _____ Commissioner of Parks of the City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

APPROPRIATION COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 91C-3.0 of the Administrative Code of the City of New York, it is hereby certified that the estimate cost of the service required by the within contract, amounting to _____ DOLLARS (\$ _____), is chargeable to the funds of the Department of Parks, entitled Code:

. It is also hereby certified that the specifications contained herein comply with the terms and conditions of the BUDGET.

Department of Parks
Executive Officer

COMPTROLLER'S CERTIFICATE

The City of New York _____ 2009

In pursuance of the provision of Section 93C-3.0 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 estimate expense of executing the same.

viz: \$

Comptroller

AUTHORITY

BUDGET DIRECTORS CERTIFICATE NO. _____ DATE

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Affirmation

**Attachment to Contract
AFFIRMATION**

The undersigned proposer or bidder affirms and declares that said proposer or 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 of qualification of the proposer or bidder to receive public contracts except

Full name of Proposer or Bidder

Address

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

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

☐ C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By _____
Signature

Title

If a corporation place seal here

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 provide the City a means of identifying of businesses, which seek City contracts.

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE
CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND
FACILITIES LOCATED IN THE FIVE BOROUGHES OF THE CITY OF NEW YORK**

ATTACHMENT H

DIRECTIONS TO OLMSTED

ISSUE DATE: December 30, 2008

REQUEST FOR PROPOSALS

ARCHITECTURAL DESIGN SERVICES TO PREPARE DOCUMENTS AS NEEDED FOR THE CONSTRUCTION OR RECONSTRUCTION OF VARIOUS PARK BUILDINGS AND FACILITIES LOCATED IN THE FIVE BOROUGH OF THE CITY OF NEW YORK

ATTACHMENT H

DIRECTIONS TO THE OLMSTED CENTER

BY SUBWAY: IRT Number 7 to Shea Stadium/Willets Point. Exit to Roosevelt Avenue. You want to be on the side of the street across from Shea. Walk along Roosevelt Avenue with Shea on your right. Take the first road on left into the Park. At the bottom of the road there is a one story white building - this is the Olmsted Center.

***BY CAR FROM LONG ISLAND:** Grand Central Parkway Westbound to the Northern Blvd./Shea Stadium exit. At the bottom of the exit you will be facing Shea Stadium. Make a right turn, go under Roosevelt Avenue and take the first left. The one story white building is the Olmsted Center.

***BY CAR FROM MANHATTAN:** Triborough Bridge to Grand Central Parkway (Eastbound). Take the Northern Blvd exit. Keep to the right on the exit ramp and bear right at the fork. At the bottom of the exit ramp you should be facing Shea Stadium. Turn right and take the service road (Stadium Road) keeping Shea on your left. Go under Roosevelt Avenue and take the first left. The one story white building is the Olmsted Center.

***BY CAR FROM NORTHERN NEW JERSEY:** George Washington Bridge to Major Deegan Expressway (southbound) to Triborough Bridge. Follow directions above "From Manhattan."

***BY CAR FROM THE WHITESTONE BRIDGE:** Whitestone Expressway to Exit 13, Northern Blvd. Right at traffic light then first left and under the highway at the Marina. At the traffic circle bear right and follow the service road keeping Shea on your left. Go under Roosevelt Avenue and take the first left. The one story white building is the Olmsted Center.

***BY CAR FROM STATEN ISLAND:** Verrazano Narrows Bridge to Shore Parkway (Belt Parkway) East to the Van Wyck Expressway. Take the Van Wyck to the Grand Central Parkway & follow directions above "From Long Island."

***Please stop at the reception area for a parking permit and directions to the visitors parking area.**