

CTI 20135401337

EXPENSE PURCHASE ORDER

THE CITY OF NEW YORK
PURCHASE ORDER

Order Number
Date Prepared 11/13/2012
Date Approved
Date To Vendor
Delivery Date
Order Type Purchase Order
Contract #
3FY 2013
Vendor
KREILICK CONSTRUCTION LLC
519 TOLL ROAD
ORELAND PA 19075
Attn: T. SCOTT KREILICK
Vendor Code: VC00128238-001
Tel.#: (212) 572-6616

Terms
U/A 390
Budget Code 3290
Detail Object 608
Sub Object
Rpt. Category
Order Action New
Function
Activity
Ref. Req. 20132011268
Ref. Code
Agency Code 858
PIN 85813390694

Deliver To
OCAS/Asset Management/BUDGET
MUNICIPAL BLDG. - 1 CENTRE ST. -
17TH FL.
NEW YORK NY 10007
Attn: LANA KIM
Tel.#: (212) 669-4820
Invoice To
OCAS/DFMO/Audits & Accounts
1 Centre Street 17th Floor
New York NY 10007
Attn: MARTIN AYALA
Tel.#: (212) 669-7020

Total Order Amount: \$49,484.00

Notes:

Item #	Commodity Code	Quantity	Unit	Unit Price	Discount	Sub Total
1		1.0	Hour(s)	\$49,484.00	0.00%	\$49,484.00

Description: AS PER PROPOSAL DATED 10/30/12 FOR BID# 8581339063
REPAIR AND CONVERSE CIVIC VIRTUE STATUE
AS PER SCOPE OF WORK
CONSERVATION TECHNICIAN
\$80/HOUR FOR 176 HOURS
SENIOR CONSERVATOR
\$120/HOUR FOR 152 HOURS
\$17,144 FOR SUPPLIES, PER DIEM, TRANSPORTATION, AND OVERHEAD

CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
11/13/12

(2)

Prepared By <u>[Signature]</u>	CERTIFICATE OF ACCEPTANCE INTO FMS "I certify that sufficient funds are available and have been encumbered in the above named accounts codes." By: <u>[Signature]</u> Date: <u>11/19/12</u>
Approved By <u>[Signature]</u>	
Approved By (Audits and Accounts) <u>[Signature]</u>	



KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

Proposal for the Conservation of
Civic Virtue (1920)
by Frederick MacMonnies
Kew Gardens, Queens Borough Hall

PIN# 85613390694

**Section A:
Expected Treatments Required**



Expected Treatments Required:

A detailed conditions assessment and treatment proposal will be completed prior to initiating any treatments. The assessment and treatment proposal will be completed in accordance with the Public Design Commission's Design Review Submission Guidelines for Works of Art. The application will include historical documentation, the conditions assessment, the proposed treatment, location plans, and site plans. The application will include at least eight (8) loose 8"x10" photographs of the sculpture from various points of view.

Once we have received approval of the treatment proposal, the structural integrity of the sculpture will be assessed. To facilitate access to the entire sculpture, we will erect scaffolding. The sculpture will be washed to remove existing bird droppings using non-ionic detergent (e.g. Vulpex), water, and non-metallic bristle brushes. The goal of the structural investigation will be to identify those elements that may be at risk during subsequent movement of the piece. Working with the fine arts rigger, we will prepare the sculpture for relocation.

It is anticipated that the smaller, front section of the sculpture will be transported separately, as is shown in historic installation photos. The existing cracks will be assessed individually to determine the best method of stabilization and/or repair prior to moving the sculpture. This is particularly true for the largest of the cracks that runs through the PR female figure through to the PL side of the base near the artist's signature.

Kreilick Conservation, LLC will provide oversight of the rigging, loading, transport, and re-installation of the sculpture, by others, at its new location. It is understood that the new site, and any new pedestal or pad will be designed and prepared by others. Once the sculpture has been re-installed, Kreilick Conservation, LLC will complete the treatment approved by the Design Commission and DCAS.

It is anticipated that full treatment will include washing the surface with non-ionic detergent to remove soiling and bird droppings. The stone surface will then be treated with D2, a biocide designed to remove organic growth. Carbon deposits not removed by detergent washing will be water-misted with low-pressure water accompanied with periodic scrubbing. Those areas that exhibit friable surfaces may be consolidated using HCT from ProSoCo. It may be advisable to treat the entire the entire surface to ensure an even treatment. Small cracks will be filled using injectable grouts (M30 and/or M40) from Cathedral Stone. The top portion of the crack will be filled with color-matched M70 Restoration Mortar from Cathedral Stone. Detached sections of stone, including the smaller, front section of the sculpture, will be re-attached using stainless steel dowels and epoxy. As with the smaller cracks, the residual joints left by the re-attachments will be filled with color-matched Restoration Mortar. Joints will be pointed with a lime-based pointing mortar.

Upon completion of the treatment, a detailed report will be prepared which will document all phases of the re-location and treatment of the sculpture. The report will include recommendations for subsequent maintenance of the sculpture.



KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

Proposal for the Conservation of
Civic Virtue (1920)
by Frederick MacMonnies
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PIN# 85613390694

Section B:
Qualification of Contractor



Firm Profile

- Kreilick Conservation, LLC provides laboratory and field analysis of materials, condition assessments, emergency response and stabilization, treatment, documentation, and maintenance of architecture, monuments, sculpture, and objects.
- Clients include local, state, and national public, private, and non-profit entities involved in the conservation, restoration, and rehabilitation of our cultural heritage.
- Kreilick Conservation was established by Conservator and Metallurgist T. Scott Kreilick as a sole proprietorship in 1996 and, subsequently, became a Limited Liability Company in 2002.
- Kreilick Conservation, LLC currently employs six full-time Conservators, two part-time Conservators, and six Conservation Technicians. Our Conservation Technicians are craftsmen/artists with experience in foundry-work, stone carving, gilding, painting, sheet-metal, and other skills.
- The company's offices and studio are located in Oreland, Pennsylvania.

Scope of Services

- laboratory and field analysis of materials
 - metallography
 - composition analysis
 - petrography
 - optical and electron microscopy
 - mechanical testing
 - boroscopy
 - radiography
 - mortar, plaster, and stucco
 - paint and coatings
 - accelerated weathering
 - porosity and permeability
 - soluble salts
 - freeze-thaw
 - XRD, XRF, FTIR, GC/MS
- emergency stabilization
- construction specifications
- condition assessments
- project management
- treatment
 - cleaning (mechanical & chemical)
 - graffiti removal
 - repointing
 - consolidation
 - loss compensation
 - replication of missing elements
- maintenance
- documentation
 - archival research
 - photography
 - historic structures reports



Kreilick Conservation, LLC has performed conservation treatments, assessments, or materials analysis at the following National Landmarks (Buildings, Monuments, Districts, Battlegrounds, and Cemeteries):

- U.S. Capitol, Washington, DC, 2012
- Smithsonian Arts & Industries Building, Washington, DC, 2011-present
- Loudon Park National Cemetery, Baltimore, MD, 2009
- Merchants' Exchange Building, Philadelphia, PA, 2008-2009
- Battleground National Cemetery, Washington, DC, 2008-2009
- Tudor Place, Washington, DC, 2007
- Masonic Temple, Philadelphia, PA, 2007
- Lafayette Square Historic District, Washington, DC, 2006
- Shelburne Farms, Shelburne, VT, 2006
- Woodlands, Philadelphia, PA, 2006-2007
- U.S. Supreme Court Building, Washington, DC, 2005
- Wye House, Easton, MD, 2005
- The Corcoran Gallery of Art, Washington, DC, 2005-2007
- Monocacy National Battlefield, Frederick, MD, 2004
- Eleutherian Mills, Wilmington, DE, 2004
- St. Michael's Episcopal Church, Charleston, SC, 2004
- New York Botanical Gardens, Bronx, NY, 2004-2006
- Savannah Historic District, Savannah, GA, 2003
- Manassas National Battlefield Park, Manassas, VA, 2002 & 2007
- U.S. Military Academy, West Point, NY, 2002
- Memorial Hall, Philadelphia, PA, 2002-2003
- Pennsylvania State Capitol Building, 1998, 2001-2004
- Philadelphia Naval Home, Philadelphia, PA, 2001-2002
- Grand Central Terminal, New York, NY, 2000
- Valley Forge National Historic Park, Valley Forge, PA, 2000, 2005-2006
- Philadelphia City Hall, Philadelphia, PA, 1998-2003
- Laurel Hill Cemetery, Philadelphia, PA, 1998, 2001, 2004-2007
- Fort Mifflin, Philadelphia, PA, 1997
- Bandelier National Monument, Los Alamos, NM, 1997
- El Morro National Monument, Ramah, NM, 1996-1997



Selected Projects

SCULPTURE and MONUMENTS

Statue of Freedom (1863) by Thomas Crawford
U.S. Capitol, Washington, DC

Prudential Lions (1901) by Karl Bitter
Branch Brook Park, Newark, NJ

General Andrew Jackson (1853) by Clark Mills
Lafayette Square, Washington, DC

General William Tecumseh Sherman (1903) by Carl Rohl-Smith, Washington, DC

General George B. McClellan Memorial (1907) by Frederick MacMonnies, Washington, DC

Old Mortality statuary group (1836) by James Thom,
Laurel Hill Cemetery, Philadelphia, PA

Lackawanna County Soldiers & Sailors Monument
(1900), Scranton, PA

Lioness Carrying to Her Young a Wild Boar (1886) by
Auguste Cain, Philadelphia Zoo, Philadelphia, PA

Clevenger Memorial Fountain (1924) by Harriet
Whitney Frishmuth, Ardmore Public Library,
Ardmore, PA

Major General Comte Jean de Rochambeau (1902) by
J.J. Fernand Hamar, Lafayette Park, Washington, DC

LOVE (c.1976) by Robert Indiana, John F. Kennedy
Plaza, Philadelphia, PA

Legend of Tomokie (1957) by Fred Dana Marsh,
Tomoka State Park, Ormand Beach, FL

Clothespin (1976) by Claes Oldenburg, Phila., PA

Confederate Monument (1879) by David Richards,
Forsyth Park Extension, Savannah, GA

Rocky (1981) by A. Thomas Schomberg, Phila., PA

Washington Monument (1897) by Rudolf Siemering,
Philadelphia, PA

We Lost (1974) by Tony Smith, University of
Pennsylvania, Philadelphia, PA

Fountain of Life (1905) by Charles E. Tefft, New
York Botanical Garden, Bronx, NY

BUILDINGS and SITES

Smithsonian Art & Industries Building (1879) by
Aldolf Closs & Paul Schulze, Washington, DC

Merchants' Exchange Building (1834) by William
Strickland, Philadelphia, PA

American Museum of Natural History (ca. 1929)
by John Russell Pope, Central Park West, NY, NY

Tudor Place (ca. 1805) by William Thornton,
Washington, DC

Philadelphia Museum of Art (1928), Philadelphia, PA

The Corcoran Gallery of Art (1897) by Ernest Flagg,
Washington, DC

U.S. Military Academy Cemetery, West Point, NY

U.S. Supreme Court Bldg., Washington, DC

Memorial Hall (1876) by H.J. Schwarzmann,
Philadelphia, PA

Philadelphia City Hall (1874-1901) by John McArthur
Jr., Philadelphia, PA

Wye House Cemetery, Easton, MD

Colonial Park Cemetery, Savannah, GA

Yeaman's Hall Club Cemetery, Charleston, SC

Hunterdon County Courthouse, Flemington, NJ

OBJECTS

Weather Vane, Independence Hall
Philadelphia, PA

Wright Brothers Aeronautical Collection,
The Franklin Institute, Philadelphia, PA

Archaeological Artifacts, National Constitution
Center, Philadelphia, PA

Copper Printing Plates, Office of Coast Survey,
National Oceanic and Atmospheric Administration

Exterior Light Fixtures (1939) attributed to C. Paul
Jennwein, Finance Building, Harrisburg, PA

Washington Monument Dedication Plaque (1885),
Washington, DC



Clients

Federal:

Architect of the Capitol
National Park Service
Chamizal National Monument
El Morro National Monument
Independence National Historical Park
Manassas National Battlefield
Monocacy National Battlefield
National Capital Region
National Mall & Memorial Parks
Rock Creek Park
Valley Forge National Historical Park
Veterans Admin. - National Cemetery Admin.
U.S. Military Academy, West Point, NY
Smithsonian Institution, Washington, DC
Office of Coast Survey, NOAA

State:

Commonwealth of Penna. - Capital Preserv.
State of Florida - Tomoka State GeoPark
State of New Jersey - Dept. of Environ. Prot.

County:

Lackawanna County, PA
Susquehanna County, PA
Essex County, NJ

Municipal:

City of Philadelphia, PA
Philadelphia Zoo
Office of Public Property
Mural Arts Program
City of Paterson, NJ
City of Savannah, GA
City of New York, Dept. of Education

Architects:

1:1:6 Technologies, Inc.
Andropogon Associates
architrove p.c. architects
Clarke Caton Hintz
TranSystems/DPK&A Architects
Ford Farewell Mills & Gatsch
Historic Building Architects
Holt Morgan Russell
John Milner Associates
Westfield Architects

Religious:

Archdiocese of Philadelphia
Lady of Lourdes Medical Center, Camden, NJ
Luther Memorial, Washington, DC
St. Matthew Parish, Philadelphia, PA
St. Michael's Church, Charleston, SC
St. Michael's Luth. Church, Germantown, PA
Trinity Episcopal Church, Swedesboro, NJ

Academic:

Gettysburg College
LaSalle University
Pennsbury School District
Rutgers - The State University of New Jersey
Trinity College
University of Pennsylvania
University of the Sciences in Philadelphia
Villanova University

Institutional:

American Museum of Natural History, NY
Fodor Place, Washington, DC
The Corcoran Gallery of Art, Washington, DC
The Franklin Institute, Philadelphia, PA
Hagley Museum, Wilmington, DE
James A. Michener Art Museum
Liberty Bell Shrine, Allentown, PA
National Constitution Center, Philadelphia, PA
New York Botanical Garden, Bronx, NY
Shelburne Farms, Shelburne, VT
Union League of Philadelphia

Other:

Nicholson & Galloway
Congressional Cemetery, Washington, DC
Cushman & Wakefield
Fairmount Park Art Association, Phila., PA
Hollywood Cemetery, Richmond, VA
Hunter Research, Trenton, NJ
Laurel Hill Cemetery, Philadelphia, PA
Montgomery County Historical Society
Old Mill Hill Society, Trenton, NJ
Preservation Maryland
Rotary Club of Ardmore, PA
Save Outdoor Sculpture!
Toll Brothers, Huntington Valley, PA
Woodlawn Cemetery, Bronx, NY
Yeaman's Hall Club, Charleston, SC



KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

TITLE: *Soldiers' Monument (1873-77)*
ARTIST: Benjamin Henry Latrobe, William Struthers & Sons
LOCATION: Dayton National Cemetery, Dayton, OH



CLIENT:
National Cemetery Administration,
Department of Veterans Affairs
Washington, DC
Contact: Sara Amy Leach
Senior Historian
Tele: 202-461-8979
e-Mail: sara.leach@va.gov

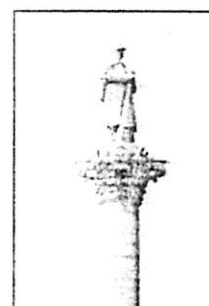
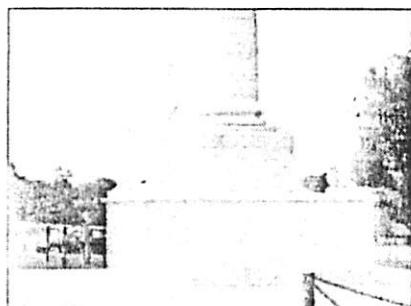
TEAM MEMBERS:
Kreilick Conservation, LLC

PROJECT STATUS:
Completed June 2011

PROJECT VALUE:
\$140,580

The Soldiers' Monument is composed of a limestone foundation and raised, square-plan paneled marble base. The base supports four Carrara marble figures, one on each corner, representing artillery, infantry, cavalry, and navy. From the center of the base rises a recycled Bank of Pennsylvania column made of 19 sections with a "new" composite capital that holds a fifth marble (Penna. Blue Marble) figure representing the "Volunteer of 1861." The Monument was dedicated on September 12, 1877, with President Rutherford B. Hayes giving the dedicatory address. On December 8, 1990, the four lower figures were pushed off the base and severely damaged. In 1991-92, restoration efforts were undertaken, including the application of an acrylic coating over the repaired lower sculptures and the lower part of the pedestal.

Kreilick Conservation, LLC undertook conservation of the Monument from 2009-2011. Treatment included removal of the acrylic paint applied during the 1991-92 repairs; removal of gypsum crusts by water-misting; washing to remove biological growth and soiling; reduction of epoxy-filled cracks and repair with color-matched restoration mortar; grouting, pinning, and repair of cracks and broken elements; consolidation of friable surfaces; repointing of all joints; and caulking.





KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

TITLE: *George Washington* (ca. 1876)
ARTIST: Mahlon Dickerson Eyre
LOCATION: Mill Hill, Trenton, NJ



OWNER:
City of Trenton, NJ

CLIENT:
Old Mill Hill Society
Contact: John Hatch, AIA
Clarke Caton Hintz Architects
100 Barrack St., Trenton, NJ 08608
tele: 609-883-8383
jhatch@cechnj.com

TEAM MEMBERS:
Kreilick Conservation, LLC
Langlotz Stone Design

PROJECT STATUS:
Completed November 2004

PROJECT VALUE:
\$17,000

The statue, accredited to Mahlon Dickerson Eyre (1821-1882), made its first appearance at the 1876 Centennial Exposition in Philadelphia. Located outside in a very prominent location in front of Judge's Hall, the statue was probably seen by everyone who entered the Centennial grounds. After the Centennial, the unsold Washington statue was put into storage and sold at auction to settle Eyre's estate in 1889. It was purchased by two Trenton city council members for \$300 and shipped to Trenton. In 1892, it was erected in Cadwalader Park and was dedicated with a big ceremony and parade. Unfortunately, by the 1960s the statue was in a state of neglect. Residents of Mill Hill convinced City of Trenton officials to relocate the statue to Mill Hill during the nation's bicentennial celebration in 1976. Today, Washington's statue faces the site of one of the Revolutionary War's pivotal battles, the Battle of Trenton.

Kreilick Conservation, LLC was retained to conserve the Carrara marble statue and to replicate the missing nose. A water misting system was used to loosen pollutants, followed by application of a biocide and a nonionic detergent with soft nylon bristle brushes. Mortar fills were applied to cracks wide enough to present a threat to the statue in terms of water penetration. Kreilick Conservation, LLC conducted archival research for historic images of the statue. Based on this research, a new marble nose was carved by sculptor Jens Langlotz, and attached to the statue using a stainless steel pin and a two-part epoxy. A close color and texture match was possible by using Carrara marble of an age similar to that of the statue.

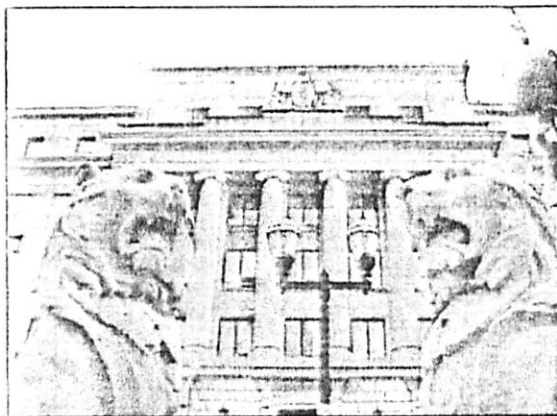




KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

TITLE: *Prudential Lions* (1901)
ARTIST: Karl Theodore Francis Bitter
LOCATION: Essex County Hall of Records, Newark, NJ



CLIENT:
County of Essex, NJ

CONTACT:
Faye Harwell
Rhodeside & Harwell Landscape Architects
Tele: 973-848-1660
e-Mail: fayeh@rhodeside-harwell.com

TEAM MEMBERS:
Kreilick Conservation, LLC
George Young Company

PROJECT STATUS:
Completed November 2011

PROJECT VALUE:
\$116,600

Sculptor Karl Bitter (1867-1915) created the *Prudential Lions* in 1901 to stand over the doorway of the Prudential Insurance Company in Newark, NJ. The *Lions* are carved Indiana limestone companion sculptures depicting seated male lions. Each lion is seven feet tall and weighs 2,900 pounds. In 1959, the *Lions* were moved to Branch Brook Park. In 2010, the County of Essex and the Branch Brook Park Alliance decided to restore the original sculptures, while at the same time creating precast concrete replicas for the Park.

The *Lions* suffered from surface soiling and biological growth, paint coatings, gypsum crusts, graffiti, and a loss of detail. The conservation treatment included archival research, petrography, cleaning, paint removal, water-misting, graffiti removal, desalinization, consolidation, restoration, and reconstruction. Graffiti removal techniques included blasting with baking soda, steam cleaning, laser cleaning, chemical and mechanical means. Missing and deteriorated elements were restored in clay prior to laser scanning and subsequent replacement with Jahn Restoration Mortar and stone Dutchmen. After treatment, the *Lions* were installed outside the Hall of Records in Newark, NJ.





KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

TITLE: *Lady of Lourdes* (1949)
ARTIST: Rochette and Parzini
LOCATION: Our Lady of Lourdes Medical Center, Camden, NJ



CLIENT:
Lourdes Health System

CONTACT:
Robert Ruggero, Senior VP Operations
Lourdes Health System
Tele: 856-757-3500
e-Mail: ruggero@lourdesnet.org

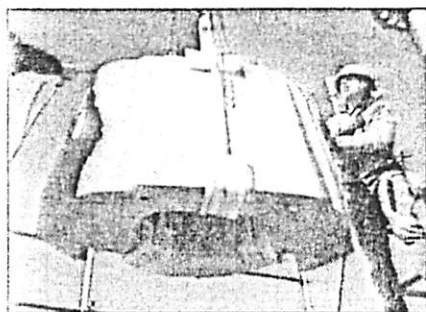
TEAM MEMBERS:
Kreilick Conservation, LLC
George Young Company

PROJECT STATUS:
Completed April 2012

PROJECT VALUE:
\$48,600

On August 23rd, 2011 the 30-ft. tall *Lady of Lourdes* statue shifted during a 5.8 magnitude earthquake. The statue, comprised of six sections of Indiana limestone weighing 15 tons, was carved by New York City-based modelers and sculptors Rochette and Parzini. The statue was placed on the top Our Lady of Lourdes Medical Center on March 21st, 1949.

The top three sections of the statue were de-install on Nov. 3rd using a 250-ft. crane. The limestone was cleaned and a biocide applied. Damage caused by the earthquake was repaired by installing limestone Dutchmen and Jahn Restoration Mortar. The statue was retrofit with additional internal anchorage. Deteriorated caulk and mortar was replaced with color-matched mortar in both the statue and the pedestal. New neon lighting was installed on the stainless steel halo. The statue was reinstalled on April 5th 2012.

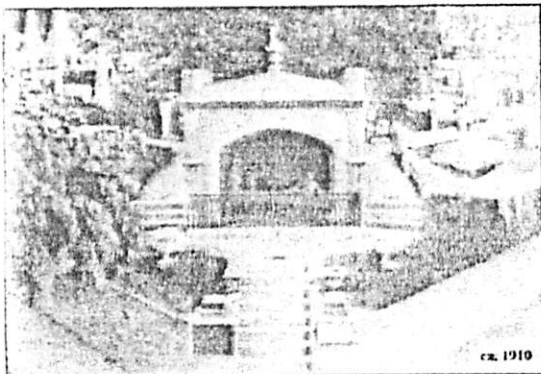




KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

TITLE: *Old Mortality Sculptural Group* (c. 1836)
ARTIST: James Thom
LOCATION: Laurel Hill Cemetery, Philadelphia, PA



CLIENT:
Laurel Hill Cemetery Company
Contact: Gwen Kaminski
Tele: 215-228-8200
e-mail: gk@thelaurelhillcemetery.org

TEAM MEMBERS:
Kreilick Conservation, LLC
Friends of Laurel Hill Cemetery
1:1:6 Technologies, Inc.
Native Woods Restoration Carpentry
Efremolf Restoration
Gavigan Monument-Mausoleum Restoration
Dan Lepore and Sons
Anthony Biddle Contractors, Inc.
Philip Aiello Construction, Co.

PROJECT STATUS:
Completed August 2010

CONTRACT PRICE:
\$138,500

The *Old Mortality Sculptural Group* stands just inside the formal gatehouse (now Visitor Center) in Laurel Hill Cemetery; it has become a symbol of the Cemetery. Set within a Gothic Revival structure designed by John Notman, the *Sculptural Group* consists of the brownstone figure of Sir Walter Scott gazing at the sandstone figure of Robert Paterson (a.k.a. Old Mortality) a character in Scott's novel of the same name. Old Mortality's pony, also carved from brownstone, stands behind him. On a wood pedestal at the rear of the group was a plaster bust of the artist, James Thom. The shelter and sculptures had become severely deteriorated, primarily as the result of rising damp, inadequate ventilation, and a defunct drainage system.

In 2006 and 2009, the Cemetery Company retained Kreilick Conservation, LLC for a two-phase conservation project of the *Old Mortality Sculptural Group*. Kreilick Conservation worked with multiple sub-contractors to complete the project. The first phase (2006-2007) involved diverting as much moisture as possible from around the perimeter of the historic shelter by removing unstable stucco from the shelter walls and installing a new permeable drainage system around its exterior. The second phase of the project (2009-2010) included stabilizing and conserving the stone sculptures, consolidating and replicating the plaster bust, fabricating and installing new roof elements, re-stuccoing the interior walls of the shelter, and installing a new drainage system within the shelter.





Proposal for the Conservation of
Civic Virtue (1920)
by Frederick MacMonnies
Kew Gardens, Queens Borough Hall

PIN# 85613390694

**Section C:
Personnel**



T. Scott Kreilick

President & CEO

Principal Conservator & Metallurgist

Professional Experience:

- Kreilick Conservation, LLC, Oreland, PA (1996 – Present)

Established Kreilick Conservation as a sole proprietorship in 1996. In 2002, Kreilick Conservation became a Limited Liability Company. Kreilick Conservation, LLC provides condition assessments, laboratory and field analysis of materials, emergency response and stabilization, treatment, documentation, and maintenance of architecture, monuments, sculpture, industrial artifacts, and objects.

- Managed the Architectural Conservation Laboratory of the University of Pennsylvania's Graduate Program in Historic Preservation from 1997-99. Teaching Assistant for the same program from 1996-97. National Park Service Researcher at El Morro National Monument from 1996-97. Technician at the Museum Applied Science Center for Archaeology (MASCA) Metal Laboratory of the University of Pennsylvania's Museum of Archaeology and Anthropology from 1995-96.
- Previous metallurgical experience (1979-1993) includes the design, manufacture, and marketing of metallic superconducting wire products for use in particle accelerators, magnetic energy storage, medical imaging, and other applications. Researched, wrote, and implemented a business plan to establish a focused business unit to manufacture superconducting wire for Phelps Dodge Company. Designed a Class 1000 clean-room, a closed-loop wastewater treatment facility, and a state-of-the-art composite wire fabrication facility. Published twenty-eight articles and a book chapter on applied superconductivity.

Professional Affiliations:

- Professional Associate (2001-present), Associate (1994-2000) American Institute for Conservation of Historic and Artistic Works (AIC)
- Member (1994-present), Association for Preservation Technology International (APTI)
- Member (1994-present), APT-Delaware Valley Chapter, Board of Directors (1998-2004), Chair (2002-03)
- Member (2009-present), APT-District of Columbia
- Member (2011-present), Philadelphia Area Conservation Association (PACA)
- Member (1997-present), Preservation Alumni – University of Pennsylvania
- Member (1984-present), American Society for Metals International, Historical Landmarks Award Selection Committee (1995-2005), Chair (1997-2005)

Education:

- University of Pennsylvania, M.S. Historic Preservation, Specialization in Architectural Conservation (2000)
- University of Pennsylvania, B.A. History and Sociology of Science (1995)
- Philadelphia Museum of Art, Conservation Internship (1996-97)

Training:

- American Institute for Conservation Emergency Response Workshop, Ft. Bragg, NC (Oct. 2001)
- Stone Carving, Pennsylvania Academy of Fine Arts, Philadelphia, PA (2005-06)
- Oil Gilding, Smithsonian Institution, Washing, DC (2006)
- Inpainting Glaze Spalls on Architectural Terra Cotta and Tiles, AIC Workshop (2006)
- American Institute for Conservation, Collects Emergency Response Team (AIC-CERT) training (2007)
- Jahn Restoration Mortars – Certified Installer #0903813-PA
- 4-hr. Supported Scaffold User Certificate #SS10-2798



Presentations and Papers:

- *Conservation of the General George B. McClellan Memorial*, 5th Biennial Spotlight on National Park Resources in the National Capital Region, Frederick, MD, April 2010.
- Architectural Conservation Workshop, 39th Annual Meeting of the Association for Preservation Technology International (APTI), San Juan, Puerto Rico, Nov. 2007.
- *Analysis of Architectural Materials*, University of Delaware, 2001.
- *Philadelphia Bronze: Conservation of Public Art*, Washington Conservation Guild, 2001.
- *Michael Schlatter Paper Mill (1760)*, Springfield Township Historical Society, 2000.
- *Preservation of the Allentown Liberty Bell (1769)*, Liberty Bell Shrine Annual Meeting, 2000.
- *Biodeterioration of the Built Environment*, Drexel University, 2000.
- *Collecting and Analyzing Physical Evidence*, University of Delaware, 1999.
- *The Ubiquitous Nail*, Iron in Historic Buildings Symposium, Philadelphia, 1999.
- *Electrochemical Methods of Mitigating the Corrosion of Rebar in Concrete*, Association for Preservation Technology (APTI) 30th Annual Meeting, Williamsburg, VA, 1998.

Projects:

Kreilick Conservation, LLC has performed conservation treatments, assessments, or material analysis at more than thirty (30) National Landmarks.

Project highlights include:

- *Statue of Freedom* (1863) by Thomas Crawford, U.S. Capitol Building, Washington, DC, 2012
- Independence Hall Weathervane, Independence Hall, Philadelphia, PA, 2011
- Smithsonian Institution's Arts & Industries Building, Washington, DC, 2011
- *General William Tecumseh Sherman Monument* (1903), Washington, DC, 2011
- American Museum of Natural History (ca. 1929) by John Russell Pope, New York, NY, 2009-2011
- *Prudential Lions* (1901) by Karl Bitter, Branch Brook Park, Newark, NJ, 2011
- *Old Mortality Sculpture Group* (1836) by James Thom, Laurel Hill Cemetery, Philadelphia, PA, 2010
- *Andrew Jackson Monument* (1853) by Clark Mills, Lafayette Park, Washington, DC, 2010
- Battleground National Cemetery (1865), Washington, DC, 2010
- *Soldiers Monument* (1873-77), Dayton National Cemetery, Dayton, OH, 2010
- *Zachary Taylor Monument* (1883), Zachary Taylor National Cemetery, Louisville, KY, 2010
- *Confederate Mound* (1893), Oak Woods Cemetery, Chicago, IL, 2010
- *State of Illinois Monument* (1928-29), Memphis National Cemetery, Memphis, TN, 2011
- *Genl. George B. McClellan* (1907) by Frederick MacMonnies, NPS-Rock Creek Park, Washington, DC, 2009
- Merchants' Exchange Building (1834) by William Strickland, Philadelphia, PA, 2009
- Copper Printing Plates, National Oceanic and Atmospheric Administration, Silver Spring, MD, 2008-2010
- Tudor Place (1805) brownstone and limestone sills, Washington, DC, 2007-2008
- *Lackawanna County Soldiers & Sailors Monument* (1900), Scranton, PA, 2007
- *Washington Monument* (1897) by Rudolf Siemering, Philadelphia, PA, 2007
- *Fountain of Life* (1905) by Charles Tefft, New York Botanical Gardens, Bronx, NY, 2004-2006
- The Corcoran Gallery (1897), Ernest Flagge/Charles Adam Platt, Washington, DC, 2006
- Philadelphia Museum of Art (1928) by Horace Trumbauer/Fiske Kimball, Philadelphia, PA, 2006
- Wright Brothers Aeronautical Collection, The Franklin Institute, Philadelphia, PA
- Philadelphia City Hall (1901) by John McArthur Jr., Philadelphia, PA, 1998-2003



Steven D. Servis

Senior Conservator

Professional Experience:

- **Kreilick Conservation, LLC**, Oreland, PA (June 2006 - present)
Responsibilities include the development, implementation and oversight of complex conservation treatments on a diverse range of historic, cultural and artistic properties. Other duties include the management of Kreilick personnel and resources, the training of Conservation Technicians and Junior Conservators on proper treatment techniques and protocol, the scheduling and oversight of subcontractors, client relations, and photo documentation and report writing.
- **Conservation Solutions, Inc.**, Washington, DC (July 1999 – Sept. 2005)
Responsibilities as Conservator and Project Manager included oversight of conservation treatments, junior personnel and subcontractors; photo documentation and report writing. Also responsible for management of the studio, procurement of equipment and supplies and inventory control.
- **ConservArt LLC**, New Haven, CT (May 1998 - June 1999) – Conservation Technician
- **Conservation Technical Associates LLC**, Westport, CT (April 1997 - May 1999) – Conservation Technician
- **Kuhladen Cokg**, New York, NY (Sept. 1994 - July 1999)
- **Two Bridges Associates**, New York, NY (Sept. 1992 – Sept. 1994)

Professional Affiliations:

- Professional Associate (2005) American Institute for Conservation (AIC)
- Member, Washington Conservation Guild

Education:

- Rider University, Lawrenceville, NJ
BS in Commerce - Management and Organizational Behavior (June 1985)

Training:

- OSHA 30-hour Construction
- Lead Awareness Certification
- 4-hour Supported Scaffold User Certificate
- Certified Jahn Mortar Installer

Projects:

- Smithsonian Institute – Arts and Industries Building, Washington, DC, 2011-ongoing
- *General William Tecumseh Sherman Monument*, Washington, DC, 2011
- American Museum of Natural History-Phase I, New York, NY, 2009-2011
- *Andrew Jackson Monument*, Lafayette Park, Washington, DC, 2010
- Battleground National Cemetery, Washington, DC, 2010
- *Soldiers Monument*, Dayton National Cemetery, Dayton, OH, 2010
- *General George B. McClellan*, NPS-Rock Creek Park, Washington, DC, 2009
- Davis Mausoleum, Woodlawn Cemetery, Bronx, NY, 2009
- Tilghman Cemetery, Rich Neck, MD, 2009
- Wheeler Williams aluminum wall relief, Morrisania Health Center, Bronx, NY, 2008
- *Bishop Brownell Memorial*, Trinity College, Hartford, CT, 2008



Projects (cont'd):

- *William the Silent*, Rutgers – The State University of New Jersey, 2008
- Prioleau Cemetery, North Charleston, SC, 2008
- *Jasper Monument*, Savannah, GA, 2007
- Tudor Place brownstone and limestone sills, Washington, DC, 2007-2008
- *Lackawanna County Soldiers & Sailors Monument*, Scranton, PA, 2007
- Congressional Cemetery, Washington, DC, 2007
- *Washington Monument*, Philadelphia, PA, 2007
- Stockman Printing Press, NOAA, Silver Spring, MD, 2007
- *Massachusetts Monument*, Valley Forge National Historical Park, PA, 2006
- *Morton McMichael*, Fairmount Park, Philadelphia, PA, 2006
- *St. George and the Dragon*, Fairmount Park, Philadelphia, PA, 2006
- Cast Iron Main Gates, Laurel Hill Cemetery, Philadelphia, PA, 2006
- Cleaning of interior limestone columns, The Corcoran Gallery, Washington, DC, 2006
- *Samuel Francis DuPont*, City of Wilmington, Wilmington, DE, 2006
- *Thomas Francis Bayard*, City of Wilmington, Wilmington, DE, 2006
- Saturn V Rocket Conservation, Johnson Space Center, Houston, TX, 2005
- Saturn V Rocket Assessment, US Space and Rocket Center, Huntsville, AL, 2005
- 4 Karl Bitter caryatids, façade, Metropolitan Museum of Art, New York, NY, 2005
- 2 Revolutionary War Cannons, Washington Crossing State Park, Washington Crossing, PA, 2005
- Fat Man Atomic Bomb Sled, US Navy Museum, Washington Navy Yard, Washington, DC, 2005
- Fort Christian Clock Tower Restoration, St. Thomas, USVI, 2005
- *Frog Fountain*, Vizcaya Museum and Gardens, Miami, FL, 2005
- Conservation and Stabilization of Five Bronze Civil War Cannons—Two Dahlgrens, Two Napoleons, and One Howitzer, Carlisle Barracks, Carlisle, PA, 2005
- *The Clark Memorial*, University of Virginia, Charlottesville, VA, 2004
- *The Hermann of Cheruscan Memorial Statue*, New Ulm, MN, 2004
- Nek Chand Figures, Capital Children's Museum, Washington, DC, 2004
- "The Big Piece," R.M.S. Titanic, traveling exhibit, 2000 & 2004/2005
- Treatment of 19th c. Ore Cars, California State Parks Empire Mine, Grass Valley, CA, 2004
- Treatment of the Balustrade at Hard Bargain Farm, Accokeek, MD, 2004
- 24 Large-Scale Bronze Gates, US Commerce Building, Washington, DC, 2003/2004
- Barnard Sculptural Group, Harrisburg, PA, 2003
- *Mexican War Memorial*, Harrisburg, PA, 2003
- U.S. Capitol Exterior Marble Sculptures, Washington, DC, 2003
- Conservation of the *Confederate Monument*, Montgomery, AL, 2003
- Conservation of the Public Vault, four historic vaults and the brick enclosure wall of the Historic Congressional Cemetery, Washington, DC, 2003
- Conservation of the Dorch Cotton Gin, Plantation Agriculture Museum, Scott, AR, 2003
- Treatment of Stephen's City United Methodist Church Bell, Stephens City, VA, 2003
- Treatment of bronze doors & stone from Mullen Lib., Catholic Univ., Washington, DC, 2003
- Conservation of the "Little Big Piece", RMS Titanic, Atlanta, GA, 2003
- Barnard Sculptural Group, Harrisburg, PA, 2002
- *Tripoli Monument*, United States Naval Academy, Annapolis, MD, 2000
- *Class of 1950 Memorial Plaza Monument*, U.S. Naval Academy, Annapolis, MD, 2000
- Decorative Metalwork located within the Kansas Statehouse, Topeka, KS, 2000
- Interior Bronze North Entrance, St. Cecilia's Cathedral, Omaha, NE, 2000
- Decorative Metalwork in the Senate Chamber, Topeka, KS, 1999
- *Roberts Hall Fountain*, Iowa State University, Ames, IA, 1999



KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

Projects (cont'd):

- *Three Athletes*, Iowa State University, Ames, IA, 1999
- *Washington Irving Memorial*, Irvington, NY, 1999
- *Banjotti Fountain*, Providence, RI, 1999
- *Ruth*, 19th Century Italian Garden Sculpture, Stamford, CT, 1998
- Two Civil War Era Siege Mortars, Middletown, CT, 1998
- *ZigZag*, by Beverly Pepper, Buffalo, NY, 1998
- *The Gentle Doctor*, Iowa State University, Ames, IA, 1998
- *Goddess of Victory*, Portland, ME, 1998
- *World War I Monument*, Orange, MA, 1998
- *Compo Beach War Memorial*, Westport, CT, 1998
- *Commonwealth Statue*, Harrisburg, PA, 1998



Gabriel Harrison
Senior Conservator

Professional Experiences:

- **Kreilick Conservation, LLC, Oreland, PA (July 2011 - present)**
Responsible for the implementation and completion of conservation and restoration projects, as assigned by the President of the company. Projects include laboratory and field analysis of materials, archival research, preparation of construction specifications, condition assessments, emergency response and stabilization, treatment, photographic and written documentation, and maintenance of architecture, monuments, sculpture, and objects. In addition to personally performing the above tasks, duties include coordination and supervision of the work of employees assigned to assist in treatments, and training of interns and technicians.
- **Independent Sculpture Conservator/Consultant, Chicago, IL (November 2008 -July 2011)**
Responsible for operations of private conservation practice: Performing conservation treatments, maintenance and restoration of sculpture, consultation, and treatment planning and documentation.
- **Conservation of Sculpture and Objects Studio, Forest Park, IL (November 1998 -November 2008)**
Responsible for development and project planning for conservation projects, including estimating projects in terms of procedures and methods, materials, crew requirements, and procurement. Provided hands-on leadership during treatments both "in the field" and in the studio. Created written and photographic assessment and treatment documentation. Client communications and company representation.
- **Chicago Park District, Sculpture Conservation Department, Chicago, IL (1998 Season)**
- **Phoenix Studio Stained Glass, Restoration Department, Portland, ME (June 1996 – December 1997)**
- **Portland Restoration, Masonry Technician, Portland, ME (August 1995 –June 1996)**

Professional Affiliations:

- Associate, American Institute for Conservation (AIC)

Education:

- Maryland Institute, College of Art, Baltimore, MD, Class of 1995

Trainings:

- OSHA 10-hour Construction

Projects:

- *Thomas Fitzsimmons*, Philadelphia, PA, 2012
- *Governor Simon Snyder Monument*, Selinsgrove, PA, 2012
- *Old Main Fountain*, Shippensburg University, Shippensburg, PA, 2012
- *Benito Juarez Monument*, Washington, DC, 2012
- *American Museum of Natural History – Phase II*, New York, NY, 2012
- *Silenus and Infant Bacchus*, Philadelphia, PA 2011
- *General William Tecumseh Sherman Monument*, Washington, DC, 2011
- *Confederate Mound*, Chicago, IL, 2010-2011
- *Museum of Science and Industry*, Chicago, IL 2009
- *Winnetka Cenotaph*, Winnetka, IL 2009
- *Abraham Lincoln Monument*, Chicago, IL 2008
- *Wicker Park Memorial Plaque*, Chicago, IL 2008



Gabriel Harrison - Projects (con't.)

- *Buckingham Fountain*, Chicago, IL 2008
- *Eugene Field Fountain*, Chicago, IL 2008
- *General Wolcott Monument*, Milwaukee, WI 2007
- *Philadelphia City Hall Clock-tower Bronze Elements*, Philadelphia, PA 2005-2006
- *U 505 U-Boat*, Chicago, IL 2005
- *Carson Pirie Scott Building*, Chicago, IL 2004
- *Nickerson Mansion*, Chicago, IL 2004
- *Daniel Chester French Bronze Reproduction*, Chicago, IL 2004
- *Victorious Charge*, Milwaukee, WI 2003
- *Maryland Memorial Trust*, State of Maryland, 2003
- *A Prayer for Rain*, Champagne, IL 2003
- *Spirit of the American Doughboy*, Chicago, IL 2003
- *Memory*, Aurora, IL 2002
- *Victory Monument*, Aurora, IL 2002
- *Marshall Field's Bronze Clocks*, Chicago, IL 2002
- *Maryland Memorial Trust*, State of Maryland 2001
- *War Memorial and Chapel*, Virginia Tech. 2001
- *A Signal of Peace*, Chicago, IL 2001
- *Lincoln, The Debater*, Freeport, IL 2001
- *Martin Ryerson Mausoleum*, Graceland Cemetery, Chicago, IL 2001
- *The Dying Lioness*, Philadelphia, PA 2000
- *Aero*, Philadelphia, PA 2000
- *The Puritan*, Philadelphia, PA 2000
- *Memorial Doorway and Bronze Relief*, Baltimore, MD 2000
- *The Fountain of Time*, Chicago, IL 1999-2001
- *Market Square Fountain*, Highland Park, IL 1999
- *Goethe Monument*, Chicago, IL 1999
- *Maryland Memorial Trust*, State of Maryland 1998
- *Internal External Form*, Chicago, IL 1998
- *Sundial, or Man Enters the Cosmos*, Chicago, IL 1998
- *Large Upright Internal External Form*, Chicago, IL 1998
- *The Republic*, Chicago, IL 1998
- *Tadeusz Kosciuszko*, Chicago, IL 1998
- *Kwa-Ma-Rolas Totem Pole*, Chicago, IL 1998
- *Chicago Park District Collection Survey*, Chicago IL 1998
- *Chicago Park District Cyclical Maintenance*, Chicago, IL 1998-2008
- *McCormick Place Collection Maintenance*, Chicago, IL 2000-2008
- *Ravinia Festival Collection Maintenance*, Highland Park, IL 2003-2007
- *Wilde Chapel*, Portland ME 1997



KREILICK CONSERVATION, LLC

ARCHITECTURE • SCULPTURE • OBJECTS

Proposal for the Conservation of
Civic Virtue (1920)
by Frederick MacMonnies
Kew Gardens, Queens Borough Hall

PIN# 85613390694

**Section D:
Price Proposal**

ATTACHMENT B: PRICE PROPOSAL

PIn #85613390694

Note: Proposer may add additional items that are necessary to complete the work.

HOURLY RATE: Senior Conservator @ \$120/hour, Conservation Technician @ \$80/hour

ESTIMATED HOURS: Senior Conservator: 152 hrs., Conservation Technicians (x2): 176 hrs.

TOTAL PRICE: \$ 49,464


TOTAL PRICE IN WORDS: Forty-nine Thousand Four hundred Sixty-four Dollars and zero cents

VENDOR INFORMATION:

COMPANY NAME:Kreilick Conservation, LLC.....

**ADDRESS:519 Toll Road.....
.....Oreland, PA 19075.....**

Authorized Representative (PRINT):T. Scott Kreilick.....

Authorized Representative (Signature): .....

Telephone #: ...215-572-6616..... Fax #:801-659-2785.....

E-mail: ...skreilick@kreilickconservation.com..... Date:30 Oct. 2012.....

Note: As part of their Price Proposals, proposer should also attach sheet(s) providing a detailed breakdown of the pricing for each component of the proposal. The details of the pricing should include hourly rates for all proposed personnel, estimates for each resource to be used for the contract, and any other relevant project costs.



Proposal for the Conservation of
Civic Virtue (1920)
by Frederick MacMonnies
Kew Gardens, Queens Borough Hall

PIN# 85613390694

Section D: Price Proposal

Personnel:	Senior Conservator	152 hrs. @ \$120/hr.	\$18,240
	Conservation Technician (x2)	176 hrs. @ \$80/hr.	14,080
Supplies:	detergent, disposable coveralls & gloves, respirator filters, biocide, grout, mortar, consolidant, epoxy, stainless steel dowels, report prep., etc.		2,500
Per Diem:	26 days @ \$200/day		5,200
Transportation:	mileage, tolls, parking		<u>1,200</u>
		Sub-Total:	\$41,220
Overhead & Profit:	@ 20%		<u>8,244</u>
		Total:	\$49,464

CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF ASSET MANAGEMENT

S P E C I F I C A T I O N S

PIN# 85613390694

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE CONSERVATION OF THE *CIVIC VIRTUE* SCULPTURE LOCATED AT QUEENS BOROUGH HALL, ON THE SOUTHEAST CORNER OF 80TH AVENUE AND QUEENS BOULEVARD FOR THE DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES ('DCAS').

ALL WORK PERFORMED IS UNDER THE JURISDICTION OF DCAS.

PRE-BID SITE VISIT WILL BE HELD ON MONDAY OCTOBER 22, 2012 AT 1:30PM
MEETING WILL BE HELD IN FRONT OF STATUE

ATTACHMENTS ACCOMPANY THESE SPECIFICATIONS

1.0 PURPOSE/INTENT:

- 1.1 This small purchase Request for Proposal (RFP) is to enable DCAS to select a qualified Contractor to provide conservation and preservation treatment to the 'Civic Virtue' sculpture which is located at Queens Borough Hall, on the southeast corner of 80th Avenue and Queens Boulevard, Queens.
- 1.2 It is the Intent of these Specifications that the Contractor shall perform all the work related to this contract utilizing only current up-to-date methods. The Contractor shall perform the work according to standards set forth by the Code of Ethics and Standards of Practice of the American Institute for Conservation of Historic and Artistic Works. It is also the Intent of these Specifications that the Contractor shall furnish, deliver and supply all labor and materials, supplies, tools and equipment required for the proper performance and completion of the proposal, including any items not particularly mentioned in these Specifications, but obviously necessary for the proper completion of the project.

2.0 SITE VISIT

- 2.1 A site visit is scheduled for MONDAY OCTOBER 22, 2012 AT 1:30PM. Vendors are strongly encouraged to participate in this site visit. Vendors must meet in front of the statue.

3.0 ESTIMATED AMOUNT / TERM OF CONTRACT / TERMINATION:-

- 3.1 The estimated amount of this Service Contract is Forty-Nine Thousand Five Hundred Dollars (\$49,500.00). The term shall be for a one year period, beginning upon contract signing.
- 3.2 DCAS at its option may terminate this contract, at any time upon ten (10) days written notice to

the Contractor, in which event DCAS shall be liable to the Contractor only for the cost of all work satisfactorily completed up to the time of termination.

4.0 SPECIFIC SCOPE OF WORK:-

A general condition report is outlined in Attachment C.

- 4.1 Condition Report and Detailed Conservation Treatment Proposal: Prior to the commencement of any work, a detailed condition report and treatment proposal must be submitted in accordance with the Public Design Commission of the City of New York's ("Design Commission") published submission guidelines for approval.

See http://www.nyc.gov/html/artcom/html/review/guidelines_relocation.shtml for more information. The Preliminary proposal, four (4) paper copies and one digital copy on CD shall be submitted to DCAS.

- 4.2 Treatment to Prepare for Move: Before the sculpture is moved, the structural integrity should be fully assessed with a careful examination to determine areas of extreme weakness that would break with pressure and vibration. This examination should involve complete access to the entire surface with scaffolding, with petrographic analysis to determine the strength of the stone, and a careful visual assessment. The surface should be superficially cleaned of bird droppings and weak areas should be either bolted in place and/or wrapped to stabilize before the sculpture is moved. The wrapping and structural preparation should be done by the conservator in collaboration with fine art riggers.

- 4.3. Complete Treatment: The surface should be entirely cleaned of bird droppings, biological growth and carbon deposits. The structurally compromised areas should be strengthened with a consolidant that will bond with the stone, flow into the cracks, not discolor the stone, and seal the openings to prevent further water seepage and damage from freeze thaw cycles. Any areas that require dowels, such as the front of the base, should be secured appropriately. All cracks should be sealed to prevent further water penetration.

- 4.4 Final Conservation Treatment Report: After the work is complete, a final report must be submitted in accordance with the Design Commission's published submission guidelines for approval.

See http://www.nyc.gov/html/artcom/html/review/guidelines_relocation.shtml for more information. For the Final Report, four (4) paper copies and one digital copy on CD shall be submitted DCAS.

- 4.5 All work performed must comply with all Federal, State and City laws, rules and regulations.

5.0 FORMAT AND CONTENT OF PROPOSAL

- 5.1 The proposal submitted in response to this RFP should consist of four sections addressing:

- a. Expected treatments required
- b. Qualification of Contractor (See Section 6.1 for description)
- c. Personnel (See Section 6.2 for description)

d. Price Proposal: (See Attachment B).

5.2 Any deviation from this format stated above may be cause for disqualification. Proposals should be based on the general guidelines and Scope of Services, as well as the site visit.

5.3 In addition, proposers are to return completed Doing Business Data Form (Attachment E), Iran Divestiture Form (Attachment F) and EFT Form (Attachment G).

6.0 QUALIFICATIONS AND RELEVANT EXPERIENCE:-

6.1 Qualification of Contractor: The chosen Contractor must be well established with substantial expertise in outdoor marble sculpture conservation and the project conservator(s) must be a Professional Associate(s) of the American Institute for Conservation of Historic and Artistic Works. This section should give all pertinent information about the Contractor. Among the items of information should be the following:

- a. When the Contractor was established.
- b. Location of present office or offices of the Contractor.
- c. A listing of the general types of work the Contractor performs.
- d. A listing of related outdoor marble sculpture conservation projects completed or underway by the Contractor; include date of completion, location and name and phone number of references for these projects.

6.2 Personnel: This section should give resumes of the principals and employees of the Contractor.

7.0 PAYMENT / BILLING

7.1 Contractor shall submit an Invoice within Sixty (60) days of completion of the project. Invoice should include invoice date, and contract number for which payment is sought.

8.0 EVALUATION OF PROPOSALS

8.1 The proposals will be evaluated based on the best combination of the following:

- a. Quality and content of proposal (30 points)
- b. Qualifications and relevant experience (30 points)
- c. Personnel (15 points)
- d. Cost (25 points)

8.2 The proposals will be reviewed and evaluated by the Design Commission and DCAS.

9.0 CONSTRUCTION MONITORING

9.1 For all work performed by the Contractor, DCAS will provide construction monitoring services which will include the following:

- a. Review and approval of the agreed upon methods and procedures.
- b. Monitoring of the work.
- c. Inspection of all completed work.

- d. Review and approval of requests for payment.
- e. Review, modification, and/or approval of proposals for modifications.

10.0 **RFP TIMELINE**

<u>Date</u>	<u>Event</u>
October 18, 2012	Solicitation Issued
October 22, 2012 – 1:30pm	Site Visit
October 26, 2012 – 12:05pm	Proposal Submission Deadline

- 10.1 Proposals may be either delivered by hand or sent by overnight mail (signature required) clearly labeled as follows:

Martin Cohen
Deputy Agency Chief Contracting Officer
NYC Department of Citywide Administrative Services
One Centre Street – 18th Floor South
New York, New York 10007
RE: Conservation of Civic Virtue

- 10.2 Please note that the Department of Citywide Administrative Services Normal Hours of Operations is 9:00am – 5:00pm.
- 10.3 Questions regarding this Request for Proposal should be sent by e-mail to lkim@dcas.nyc.gov on or before the established deadline stated above.
- 10.4 DCAS will not be responsible for lost, delayed, or misdirected mail. Faxed or e-mailed price proposals will not be accepted.

11.0 **COMPLIANCE WITH LOCAL LAW 34 OF 2007**

- 11.1 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 C) and return it with this proposal, 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 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 four (4) days from the date of mailing or upon delivery, if delivered.

12.0 **INSURANCE**

- 12.1 Commercial General Liability Insurance
- a. The Contractor shall provide a Commercial General Liability Insurance policy covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000). This policy shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death, which may arise from any

of the operations under this Agreement. Coverage under this policy shall be at least as broad as that provided by Insurance Services Office ("ISO") Form CG 0001 (12/04 ed.) and must be "occurrence" based rather than "claims-made."

- b. Such Commercial General Liability Insurance shall name the City as an Additional Insured under this policy. Coverage for the City as Additional Insured shall specifically include the City's officials and employees, and shall be at least as broad as ISO Form CG 20 10 (07/04 ed.). Such insurance shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

12.2 Workers' Compensation and Disability Benefits

- a. The Contractor shall provide Workers' Compensation Insurance and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Agreement.

12.3 Employers' Liability

- a. The Contractor shall provide Employers Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) per accident affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this Agreement.

12.4 General Requirements for Insurance Coverage and Policies

- a. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-VII or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.
- b. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
- c. The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Agreement and shall be authorized to perform services only during the effective period of all required coverage.

12.5 Proof of Insurance

- a. The Contractor shall not commence services under this Agreement unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate hereunder does not excuse the Contractor from securing a policy consistent with all provisions of this Article or any liability arising from its failure to do so. The Contractor's indemnification obligations shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided under this Agreement.
- b. For CGL insurance, the Contractor shall file a Certificate of Insurance with the Department. This Certificate shall set forth the required limit of coverage (or more) and the City's status as additional insured pursuant to ISO Form CG 20 10.
- c. For Workers' Compensation Insurance and Disability Benefits Insurance, ACORD forms are not acceptable proof of coverage. The Contractor must submit one of the following forms to the Department, or another form acceptable to the City: C-105.2 -- Certificate of Workers'

Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance.

- d. The Contractor shall be obligated to provide the City with a copy of any policy required by this Article 7 upon the demand for such policy by the Commissioner or the New York City Law Department.

ATTACHMENTS:

Attachment A: Proposal Cover Sheet

Attachment B: Price Proposal Form

Attachment C: Condition Report

Attachment D: NYC Terms and Conditions

Attachment E: Doing Business Data Form

Attachment F: Iran Divestment Form

Attachment G: EFT Certification

ATTACHMENT A
(PROPOSAL COVER LETTER)

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE CONSERVATION OF THE *CIVIC VIRTUE* SCULPTURE LOCATED AT QUEENS BOROUGH HALL, ON THE SOUTHEAST CORNER OF 80TH AVENUE AND QUEENS BOULEVARD FOR THE DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES (‘DCAS’).

PIN #85613390694

Proposer

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person

Name: _____

Title: _____

Telephone #: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT B: PRICE PROPOSAL

Pin #85613390694

Note: Proposer may add additional items that are necessary to complete the work.

HOURLY RATE: \$ _____

ESTIMATED HOURS: _____

TOTAL PRICE: \$ _____

TOTAL PRICE IN WORDS: _____

VENDOR INFORMATION:

COMPANY NAME:

**ADDRESS:
.....**

Authorized Representative (PRINT):

Authorized Representative (Signature):

Telephone #: Fax #:

E-mail: Date:

Note: As part of their Price Proposals, proposer should also attach sheet(s) providing a detailed breakdown of the pricing for each component of the proposal. The details of the pricing should include hourly rates for all proposed personnel, estimates for each resource to be used for the contract, and any other relevant project costs.

Attachment C Condition Report

Object: Civic Virtue, Kew Gardens, Queens Borough Hall
Materials: marble (white Georgia according to 2012 NYT Article)
Dimensions: Approximately 17 feet high
Artist: Frederick MacMonnies
Date: 1920
Owner: City of New York
Date of examination: October 12, 2012
Conservator: Sarah Nunberg

Description of the Section Examined:

The sculpture of a male figure, "Virtue" and two females, "Vice" at this date is made of two pieces of marble, which are nearly entirely separate from each other. The male and female figures, the back of the serpent and the quatrefoil base are comprised of one piece of marble and the front section of the serpent and its supporting quatrefoil section comprise a second piece of stone.

The entire statue rests on an independent quatrefoil, the same thickness as the integral base. There appears to be minimal mortar holding the two layers together.

Condition:

The following report is based on examination of the sculpture with a ladder, allowing close access to the lower half. There was no close access to the male figure above his knees.

This statue is in poor condition.

The entire stone is uneven in color with black marks, drips and bright white worn and eroded areas throughout. The surface is covered with biological growth, carbon deposits, bird feathers and droppings. The stone is weathered and eroded along most of the top surfaces and on underlying areas that are subject to water flow and drips.

The stone itself is sugaring in many areas, leaving the surface rough, granular and when wiped with a finger the surface feels dusty or sandy. Areas that are especially sugary include the hair/tentacles that cover the PL Virtue figure's head, and the surface under the serpent body on the back of the sculpture-areas where water accumulates and drips. From the lower half of the sculpture, it was possible to see that the male figure's right hand is worn and the definition of the fingers is lost. His face is also worn with the detail gone from much of the front of the face. Other areas of the male figure are probably worn and sugary as well- closer access would allow for a better assessment.

Multiple open and hairline cracks were noted on the lower half of the sculpture.

The hairline cracks are continuous- they are not blind and extend across the stone forms, resulting in large unstable sections. Continued exposure to water and freeze-thaw cycles will likely cause the hairline cracks to become open cracks that penetrate through the stone and ultimately the stone will cleave along this line.

Sarah Nunberg, The Objects Conservation Studio, LLC
272 14th Street, Brooklyn, NY 11215
snunberg@aol.com 347-907-4496

The sections with hairline cracks are most significant in the following locations:

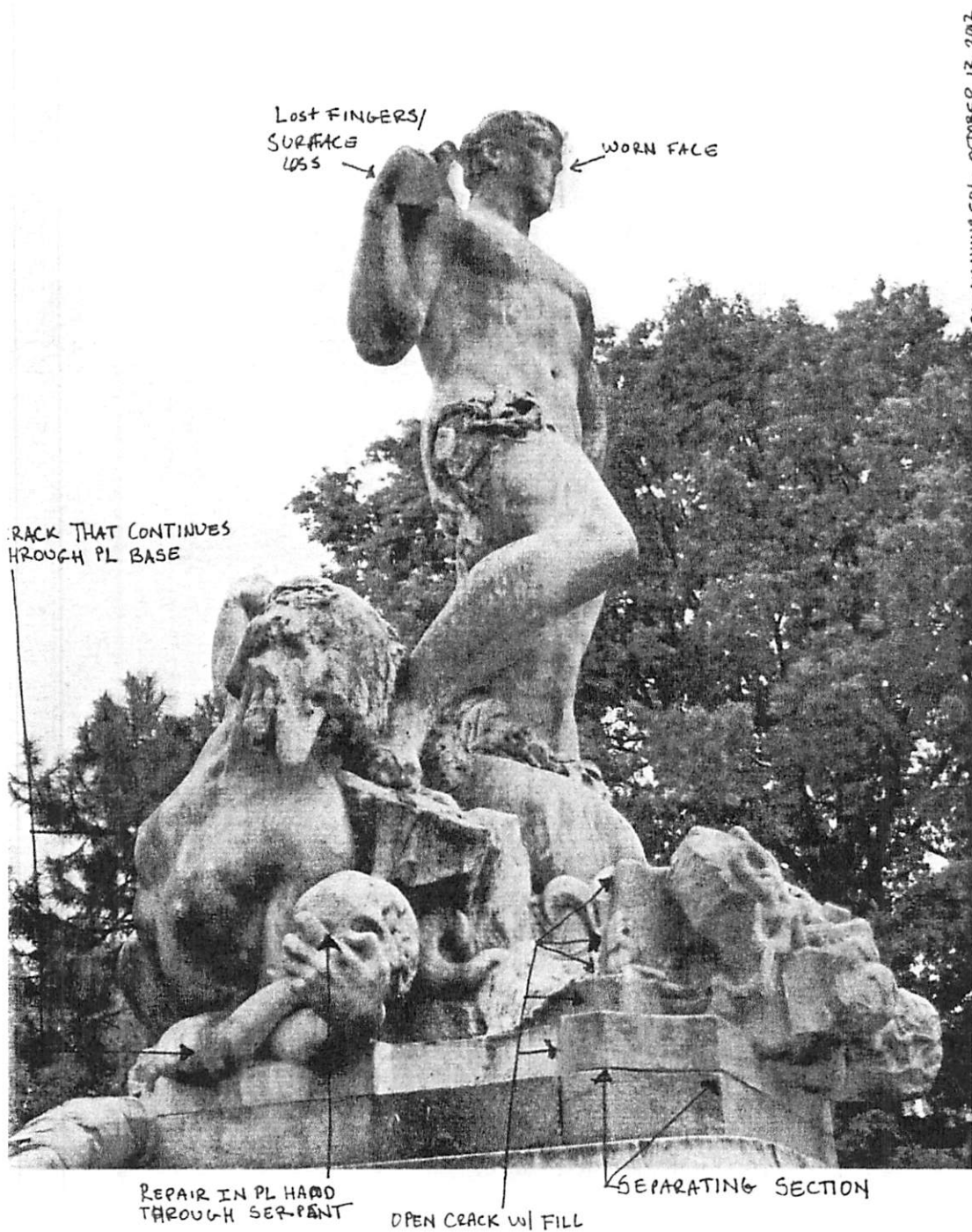
- Front reclining female Virtue figure (PL figure): hairline cracks were noted around the circumference of the left forearm, and longitudinally through the tentacles that intertwine this figure's hair.
- Back reclining female Virtue figure (PR figure): there is an extensive hairline crack that begins in the attached quatrefoil base below the PR figure's left arm, continues through the serpent body, through her arm, both breasts, around her back, between the serpent and the back of her body, and through to the PL side of the statue into the quatrefoil base near the M of the artist's signature.
- On the PL side of the quatrefoil base: the stone has at least six longitudinal blind hairline cracks.

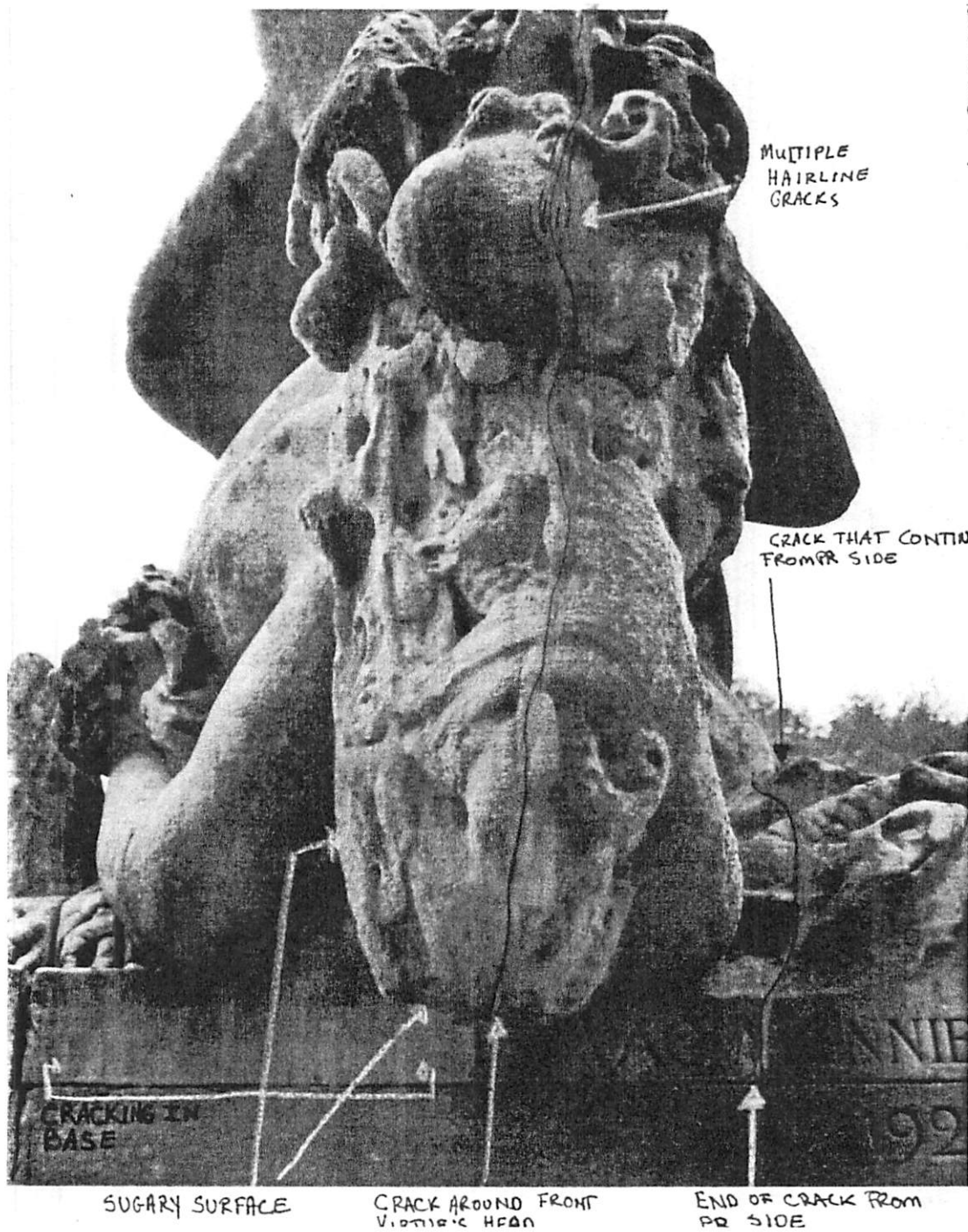
Two areas of the sculpture appear to have been cut and then joined to the main section. In these areas, the attached forms are the same color and porosity as the rest of the statue. The join surfaces are regular and smooth- not fragmented. There are no losses on either side of the join surfaces (indicating that the attached sections were not cut or fractured after carving). The joins mostly follow the lines of the carved forms and are hidden by the shapes of the original carving. The carved forms on either side of the joins are continuous in mass, shape and line.

The attached sections can be found in the following areas:

- The front section of the statue base comprising the serpent body in front of the front female figure's torso. Currently the two sections are separated along the join line by a nearly one inch wide gap and the front section appears to be tilting out, away from the stone. The gap has been filled with mortar, although much is missing and some is covered with biological growth.
- An approximately one foot by one foot section of the leaf/vine section across the PR figure's waist is defined by a regular cut line that follows the join between the female's torso and the serpent. The gap along the cut has not been filled with mortar.

There is one obvious repair on the sculpture, found on the PR figure's left hand pointer finger, and continues to an approximately five inch by five inch adjoining area on the section of the serpent that the hand holds. The marble used for the repair is darker and more porous than the surrounding marble, and the form does not match the surrounding carving. The seam around this repair is open (about one half an inch wide).





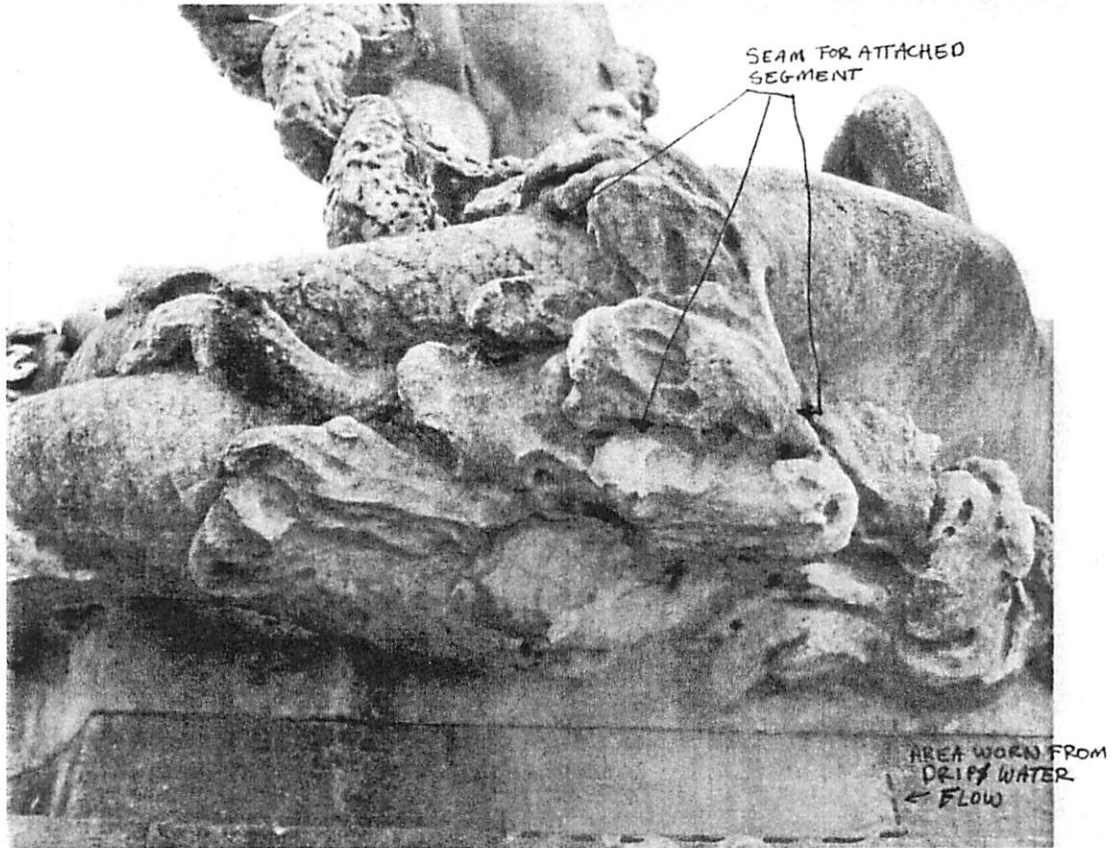


SEPARATING FRONT

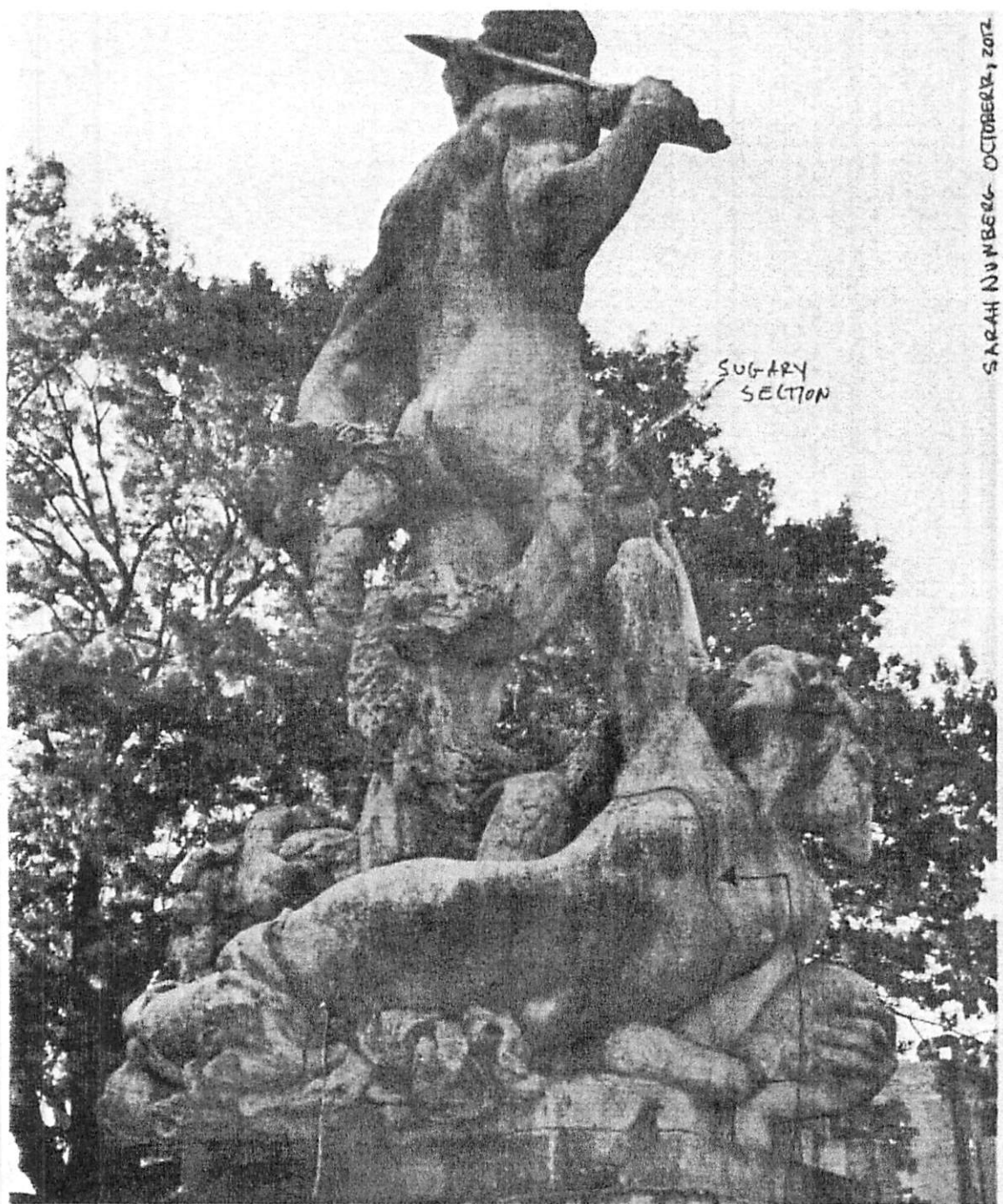
OPEN CRACK

HAIRLINE CRACK AROUND ARM

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SARAH NUNBERG OCTOBER 2012

SUGARY
SECTION

SEAM OF SEPARATE
SECTION

CRACK THAT CONTINUES
THROUGH PL BASE

SPECIAL INSTRUCTIONS TO BIDDERS

CONTRACT SPECIFIC TERMS AND CONDITIONS

1. PPB Rules:

Procurement Policy Board (PPB) Rules: This Purchase Order (PO) is subject to the provisions of the PPB rules which govern this procurement.

2. False Statements:

A materially false statement willfully or fraudulently made by the vendor in connection with procurement may result in the termination of this PO as well as any other PO or contract between vendor and the City. Vendor may also be barred from future City procurements as well as be subject to possible criminal prosecution.

3. New Merchandise; "Or Equal" Bid:

New Merchandise; "Or Equal" Bidding: All materials and/or supplies provided by vendor in connection with PO must be new and unused. If a bid standard or equal is specified vendor may offer an article which vendor certifies to be equal and provide proof acceptable to the City in its sole and absolute discretion that the article is equal in quality, performance and other essentials to the bid standard. If vendor fails to name a substitute, vendor will be required to furnish the bid standard.

4. Irrevocability of Bid:

The prices vendor bids cannot be revoked and shall be effective for forty-five (45) days after receipt by the City.

5. Lump Sum POs:

Bids on lump sum POs will be compared on the basis of the lump sum price, adjusted for alternate prices bid, if any. If this solicitation is for "general construction work" which includes excavation, vendor should include any necessary excavation work in vendor's lump sums bid. If required by the solicitation, vendor should also bid a unit price for excavation of additional material and this unit price, when multiplied by the estimated quantities in the solicitation, will be added to the lump sum bid for bid comparison purposes.

6. Unit Price POs:

Bids on unit price POs will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities set for the solicitation multiplied by the corresponding unit prices, and including any lump sums bids on individual items, if any. Estimated quantities are for bid comparison purposes only and are not to be considered as a guarantee of work or a minimum purchase amount under this PO. The quantities actually required to complete the work may be less than the estimated quantities and no action for damages or loss of profits shall accrue to vendor by reasons thereof.

7. Licenses & Permits:

Vendor shall give all necessary notices, obtain the required approvals or permits of all departments having jurisdiction, make and file all applications necessary to obtain such approvals, obtains all required certificates and inspections and deliver them to the City, and comply with all Federal, State and local laws, rules and regulations applicable to this procurement, as amended. This shall not be interpreted as permitting the use of material or equipment inferior to that set forth in the solicitation unless specifically mentioned as violating the such rules and regulations.

8. Intent:

It is the intent of the solicitation and this PO to require vendor to furnish all labor and materials, scaffolding, tools and equipment to complete the work in a good, substantial and workmanlike manner including, but not limited to, all materials not specifically mentioned but necessary to complete the work. If any detail of the work is not fully set forth in the solicitation, it shall be deemed included and shall be performed in a manner conforming to the best modern practices for work of this character.

9. Material:

All material required for the work shall be new, unused, free from defects, of the best grade and quality, furnished in sufficient quantities to prevent delays and entirely satisfactory for the purpose intended. If a bid standard or equal is specified, vendor may offer a substitute which vendor certifies to be equal and vendor must offer proof acceptable to the City in its sole and absolute discretion that the substitute is equal in quality, performance and other essentials to the bid standard. If vendor fails to name a substitute, vendor will be required to furnish the bid standard. If required, three (3) copies of working drawings, cuts and equipment specifications shall be submitted to the City, and vendor may not proceed until approved by the City in its sole and absolute discretion. All old material removed shall remain the property of the City and equipment delivered to the job site shall be carefully stored as directed by the City and protected and damaged material shall not be used on the work.

10. Public Buildings/Occupancy:

If the work is to be performed in a public building or facility or in any other occupied space vendor shall notify the City at least forty-eight (48) hours in advance of vendor's intention to begin work and all work shall be done at such times as will least interfere with building operations or create unnecessary noise or disruption to the tenants/occupants of the building. Vendor shall not interrupt any services nor interfere with them in any way without prior permission from the city and all interruptions and materials shall be made in advance with the City. Occupancy of the building or facility where the work is being performed shall not be construed as acceptance of the work in whole or in part nor shall it relieve vendor of the responsibility to replace any defective work or materials unless damaged by negligence on the part of the City.

11. Commencement & Performance:

Time is of the essence for the commencement and performance of the work required by this PO. Once vendor is advised by the city to commence such work, vendor shall commence and perform the work diligently and continuously, using such means and methods as will assure its completion no later than the time specified in the solicitation or this PO. Vendor shall give its personal attention to the work and shall employ and retain at the job site a competent foreman or superintendent and instructions given to such person shall be deemed given to vendor. Vendor shall employ only competent and skilled workers to perform the work and, if directed by the City, vendor may be required not use particular workers on the work. Vendor shall not, unless permitted by the City, employ workers or means or methods which may cause labor unrest by other workers employed by other contractors or persons.

12. No Damages for Delay:

If vendor is delayed in performance due to factors beyond vendor's control including, but not limited to, the acts or omission of the City, its officers, agents or employees, vendor may be allowed a reasonable extension of time to complete vendor's performance in accordance with the PPB Rules. By accepting this PO, vendor agrees to make no claim for damages for delay in performances of the work.

13. Liquidated Damages:

If vendor does not complete the work within the time specified in the solicitation or any job order issued in connection therewith, the damages suffered by the City are incapable of ascertainment. Accordingly, the sum set forth in the solicitation, if any, is hereby fixed as liquidated damages and not as a penalty for each and every business day that the time of completion of the work exceed that specified in the solicitation or job order, such liquidated damages to be deducted and retained by the Comptroller out of the monies which may otherwise become due and owing to vendor.

14. Inspection:

Vendor shall, at all times until vendor's work is accepted by the City, afford City representatives reasonable, safe and proper access to the job site to inspect all work done or being done at the site and also at the site of the manufacturer preparation of materials and equipment at the place of such manufacture or preparation. If directed in writing, vendor shall uncover or take down finished work and then restore it and, if the work thus exposed is satisfactory, vendor shall be paid the actual and reasonable cost of such uncovering, taking down and restoration.

15. Protection:

Protection of Work and of Persons & Property: At all times until vendor's work is accepted by the City, vendor shall be under an absolute obligation to protect the finished and unfinished work, and if there is any damage, loss, injury, theft and/or vandalism, vendor shall, at no additional cost to the City, promptly repair or replace such work as determined by the City in its sole and absolute discretion. Vendor is similarly under an absolute obligation to take all reasonable precautions including, but not limited to, providing, replacing and adequately maintaining guards, lights, barricades and enclosures to protect the persons and property of the City and of others from damage, loss or injury resulting from vendor's work or that of an approved subcontractor. Vendor hereby agrees to indemnify and hold the City harmless from and against any all claims, liabilities, losses, damages and expenses of any kind whatsoever including any damage to real or tangible personal property or for bodily injury, sickness and/or disease, including death, sustained by an person as a result of or arising from the performance of work under this PO. These provisions shall not be deemed to create any new right of action in favor of third parties against vendor or the City.

16. Maintenance & Guaranty:

Vendor must promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects for one year subsequent to the date of final acceptance of the work required by this PO. Vendor shall obtain all manufacturer's warranties and guaranties of all equipment and materials required by this PO in the name of the City and shall deliver them to the City.

17. Changes:

Changes to this PO may be made only with the written authorization of the Agency Chief Contracting Office or his/her designee. Under no circumstances shall the total amount of this PO be increased to greater than the amount specified in the PPB Rules for small purchase procurements of construction/construction-related services.

18. VENDEX Questionnaires:

In accordance with the Administrative Code of the City of New York and PPB Rules, vendor may be required to submit completed VENDEX questionnaires before this PO can be awarded to vendor if this PO, when added to the sum total of all contracts, POs, concessions and franchises vendor has received from the City over the past twelve (12) months, equals or exceeds \$100,000.

19. Audit by Comptroller:

POs are subject to audit by the Comptroller. If vendor believes there has been unfairness, favoritism or impropriety in the bid process, vendor should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, NY 10007; telephone number (212) 669-3000.

20. Payment:

The City will make every effort to pay within thirty (30) days after receipt of a proper invoice, such invoices to be submitted no more than once a month. The City will also avail itself of cash discounts for payment within a prescribed period wherever possible.

21. Assignment/Subcontracts:

Vendor may not assign this PO or any payments due hereunder nor subcontract any of the work required hereunder without the prior written approval of the City and any attempt to do so without such prior written consent shall be void. If the City does consent to subcontracting, such approval is not intended to nor shall it be construed as creating any privity of contract between the subcontractor and the City.

22. Sales & Excise Tax:

The City is exempt from the payment of sales and excise taxes and if a price for goods or materials is required as part of this solicitation, the price bid shall be net, exclusive of taxes, and shall be so construed.

23. Labor Law Requirements:

Vendor is required to comply strictly with the Davis-Bacon Act, the New York State Labor Law, Sections 220 and 230, et seq. which requires that certain workers be paid prevailing wages and supplements as determined by the Comptroller, and any and all other Federal, State and local labor laws and regulations that may be applicable. Vendor must submit accurate payroll reports and other required documents and to verify attendance and job classifications being utilized in compliance with law, solicitation provisions and City procedures.

24. Insurance:

If the solicitation requires vendor to carry insurance in specified amounts, vendor's compliance with such requirements will be considered a material term of this PO and at all times until vendor's work is accepted by the City, vendor must maintain the specified insurance with companies authorized to do business in the State of New York. If vendor fails to do so, vendor will not be paid for any work performed when the required insurance coverage was not in full force and effect.

25. Limitation of Action:

No action arising out of this PO for any cause whatsoever shall be maintained against the City by vendor or anyone claiming under vendor unless such action shall be commenced within one (1) year after: (a) the expiration of the PO; or (b) the date of written notice from the City to vendor of complete acceptance or rejection of the work required hereunder, which is sooner.

26. Evaluations:

Vendor's failure to comply fully and faithfully with all terms and conditions of this PO and/or the solicitation shall be considered for evaluation purposes and may lead to a subsequent determination that vendor is not a responsible bidder for future procurements with the City and/or vendor being debarred by the City from future procurement opportunities.

27. Employment Discrimination:

No contractor, subcontractor or any person acting on their behalf shall in any manner discriminate against or intimidate any employee hired or to be hired under this PO on account of race, creed, color, national origin, sex or age. This PO may be canceled or terminated and all monies due or to become due hereunder may be forfeited for a second or any subsequent violations of these provisions.

28. International Boycott:

Participation in an International Boycott: Vendor agrees that neither vendor 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 promulgated thereunder. Upon the final determination by the United States Department of Commerce as to, or vendor's conviction or that of a substantially-owned affiliated company, participation in a violation of the Export Administration Act of 1979, as amended, or regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this PO. Vendor shall comply in all respects with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

29. Non-Collusion:

Vendor's submission of a bid in response to this solicitation, shall be construed as an affirmation, under penalty of perjury, that: (a) the prices in vendor's bid were arrived at independently without collusion, consultation, communication or agreement with any other bidder or potential bidder for the purpose of restricting competition; (b) vendor has not disclosed and will not disclose, prior to bid opening, vendor's bid to any other bidder or potential bidder; (c) vendor has not attempted nor will vendor attempt to induce any other potential bidder to submit or not submit a bid for the purpose of restricting competition. The fact that vendor may have published price lists, rates or tariffs covering any items being procured and have disclosed this information to others shall not constitute, without more, a violation of these provisions.

30. Other Affirmations:

Vendor's submission of a bid in response to this solicitation shall be construed as an affirmation, under penalty of perjury, that: (a) vendor is the only party with a financial interest in vendor's bid and that no one else has any such interest; (b) no member of the City Council or other officer, employee or person whose salary is payable by the City is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or labor to which it relates or in any of the profits thereof; (c) vendor are not in arrears to the City upon debt, contract or taxes are not a defaulter, as surety or otherwise, on any obligation to the City.

31 - 1. Investigations:

By accepting this PO, vendor agrees 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 designations to compel the attendance or witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interests to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation audit or inquiry.

31 - 2. Investigations:

(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 or performance under any transaction, agreement, lease, permit contract or licenses 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 or New York, or: (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 or and 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 with the City, then;

31 - 3. Investigations:

(a) The commissioner of agency head whose agency is a party in interest to the transaction, contract, lease, permit, or licenses 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 or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease permit, or license pending the final determination pursuant to 4 below without the City incurring any penalty or damages for delay or otherwise.

31 - 4. Investigations:

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 any business with, or entering into or obtaining any contract, lease, permit or license with or from the City of; and/or (b) The cancellation or termination of any and such existing City contracts, lease, 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 in account of such cancellation or termination; monies lawfully due for goods delivered, work done, rental, or fees accrued prior to the cancellation or termination shall be paid by the City.

31 - 5. Investigations:

The commissioner or agency head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in paragraphs 5(a) and 5(b) below. S/he may also consider, if relevant and appropriate, the criteria established in paragraphs 5(c) and 5(d) below in addition to any other information which may be relevant and appropriate.

31 - 5(a - d). Investigations:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought. (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 above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity:

31 - 6. Investigations:

Definitions for purposes of this section shall include the following:

(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.

31 - 7. Investigations:

In addition to and notwithstanding any other provision of this PO the Commissioner or agency head may in his or her sole discretion terminate upon not less than three (3) days written notice in the event vendor fail to promptly report in writing to the Commissioner or Investigation of the City of New York any solicitation of money, goods, request for future employment or other benefit or thing of value, buy or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this PO by vendor, or affecting performance of the PO



Doing Business Data Form

To be completed by the City Agency prior to distribution	
Agency: _____	Transaction ID: _____
Check One: <input type="checkbox"/> Proposal <input type="checkbox"/> Award	Transaction Type (check one): <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> 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: _____

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: _____

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.



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

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

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

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

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

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

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

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

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

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

[Please Check One]

BIDDER'S CERTIFICATION

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

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
_____ day of _____, 20__

Notary Public

Dated:

NOTICE TO BIDDERS

Please note that, effective January 1, 2008, payments from the City of New York will be made by electronic funds transfer (EFT) as per the attached Electronic Funds Transfer memo. You are to complete the bottom section of the memo and return it with your bid response. The EFT Vendor Payment Enrollment Form is to be sent to:

NYC Department of Finance, Treasury Division,
One Centre Street, Room 727,
New York, NY 10007
Attention: EFT

or

Fax to: EFT at 212-669-4658.

Do **NOT** return the EFT Vendor Payment Enrollment Form with your bid response.

ELECTRONIC FUNDS TRANSFER MEMO

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" 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.

- ☐ I agree to accept EFT and have forwarded a completed EFT Vendor Payment Enrollment Form to the Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007 - Attention: EFT.

Please Note: EFT Vendor Payment Enrollment Forms are NOT to be submitted with your bid.

- ☐ I already receive payments via EFT.

Name of Firm: _____

Print Name: _____

Signature: _____

Title Date: _____



DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

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.

A blank coordinate grid with x and y axes ranging from 0 to 10. The grid is composed of 11 vertical lines and 11 horizontal lines, creating a 10x10 array of squares. The x-axis is labeled with numbers 0 through 10 at the bottom, and the y-axis is labeled with numbers 0 through 10 on the left side.

CONTACT PERSON TELEPHONE NUMBER:

 SAVINGS

TELEPHONE NUMBER:

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.