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NYC Dept. of Parks
 Olmsted Center
 Flushing Meadow Corona Park
 Corona, New York 11368

RE: CONTRACT NO.

SUPERV:

Gentlemen:

Pursuant to Article 42.2 of the Standard Construction Contract and Section C, Article 8 of the Contract Documents, we request approval to requisition for payment of stored materials, which will be installed at the above-referenced project in the near future.

We request the material be stored, *(choose a or b)*

- a. **OFFSITE**...at _____, a secure storage facility where all materials are clearly marked, "PROPERTY OF THE CITY OF NEW YORK." We understand that this material shall not be stored on the Contractor's premises, except by written consent and according to the terms of Commissioner.

OR

- b. **ONSITE**...onsite and in such locations as designated by the Resident Engineer and will not interfere with the proper performance of the scheduled contract work.

In order for the City to make a partial payment for stored materials, we herewith submit and agree to the following:

1. A list of material detailing the types, prices and quantities of said materials being requisitioned for is attached.
2. Duly authenticated documents such as Bill of sale, invoices or warehouse receipts from _____, and assignment from _____ transferring title of said property to The City of New York, in consideration of the sum of \$ _____. In the event these materials have been purchased by a Subcontractor, the Contractor must submit bills of sale transferring title of the materials from the Subcontractor to the Contractor.
3. Materials stored offsite must be insured for the full value of the material covering fire, extended coverage, loss, theft or damage above the replacement value. The insurance policy shall remain in effect at all times the materials are stored offsite at no cost to the Agency.
4. The Contractor bears all risk and cost associated with storage and handling of materials until their incorporation into the work, upon which the relevant provisions for inspection and guaranty apply. There shall be no increase in the contract price nor any claim for compensation for such costs.
5. If any stored materials are lost or destroyed while in storage, they shall be replaced by the Contractor at no additional cost to the City of New York.
6. Payment for cost of materials made hereunder by the Parks Department will not be construed to represent that the Parks Department accepts the material as being in accordance with the contract requirements. We shall deliver to the site and properly incorporate into the project only materials which comply with the contract documents.
7. We further agree to make payment to the subcontractor/supplier within seven (7) days of receipt of payment from the Comptroller at which time confirmation of that payment will be forwarded to the Parks Department Construction Division for verification.

_____ hereby attests that the said property is free and clear of any lien, mortgages, debts or other encumbrances; that the said property is now stored at _____; that the said property is conspicuously marked and identified as the Property of Department of Parks; and that _____ does not have outstanding or delinquent debts owing to trade creditors.

_____ hereby certifies, upon approval of this request, that this agreement shall transfer title to the materials, from the Contract to the City of New York.

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Best regards,

Contractor