



**Department of
Design and
Construction**

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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: GQBB09-01

**GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA,
STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK**

Together With All Work Incidental Thereto

**BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK**



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY
IN-HOUSE

DECEMBER 30, 2015

06-111

Bid Tab

Description GREEN INFRASTRUCTURE IN THE BOWERY BAY
DRAINAGE AREA, STAGE 1 - BOROUGH OF QUEENS &
BROOKLYN

Bid Date	4/1/2016	FMS ID	GQBB09-01
Estimated Cost	\$7,552,085.00	Client Agency	DEP
Bid Security	Not less than 2% of Total Bid Price	PLA	NO
Time Allowed	365CCD	Contract Manager	Shermaine Manifold
Addendum	1	Project Manager	Pegah Chomeili
PIN	8502016SE0005C	E-PIN	85016B0113
Selective Bidding	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Consultant	In-House

Bid Rank	Vendor	Bid Amount	Security Type
1	J. PIZZIRUSSO LANDSCAPING CORP.	\$9,110,000.00	Bond
2	GALVIN BROS., INC./MADHUE CONTRACTING, INC.	\$10,073,008.00	Bond
3	DRAGONETTI BROTHER LANDSCAPING & NURSERY INC.	\$10,632,515.30	Bond
4	MFH CONTRACTING CORP.	\$12,334,114.00	Bond

Recorder: Brenda Barreiro Ext. 1041

Approver: *Ronni Holley*

June 30, 2016

CERTIFIED MAIL - RETURN RECEIPT REQUEST

**J. PIZZIRUSSO LANDSCAPING CORP.,
7104 AVENUE W
BROOKLYN, NY 11234**

**RE: FMS ID: GQBB09-01
E-PIN: 85016B0113001
DDC PIN: 8502016SE0005C
GREEN INFRASTRUCTURE IN THE BOWERY
BAY DRAINAGE AREA, STAGE 1 - BOROUGH
OF QUEENS & BROOKLYN
NOTICE OF AWARD**

Dear Contractor:

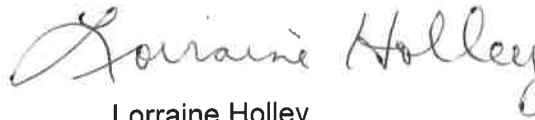
You are hereby awarded the above referenced contract based upon your bid in the amount of \$9,110,000.00 submitted at the bid opening on April 01, 2016. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

- (1) Execute four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

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

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

Sincerely,

A handwritten signature in cursive script that reads "Lorraine Holley".

Lorraine Holley

SPECIAL NOTICE TO BIDDERS

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

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

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

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

(NO TEXT ON THIS PAGE)

Notice to Bidders

Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

(NO TEXT ON THIS PAGE)

NOTICE TO VENDORS

Please be advised that, pursuant to the authority granted to the City under Labor Law §816-b, the New York City Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this solicitation, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

(NO TEXT ON THIS PAGE)

REQUEST FOR INFORMATION (RFI)

Please be advised that RFI's should be submitted to the Agency Contact Person at least five (5) calendar days prior to the bid opening date as indicated in ATTACHMENT 1 – BID INFORMATION, page A-1 and SCHEDULE B, page 13, VOLUME 1 OF 3 of this BID BOOKLET.

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CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

BID BOOKLET

**FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:**

PROJECT ID. GQBB09-01

**GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
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**INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK**

(NO TEXT ON THIS PAGE)

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

BID BOOKLET

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

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

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

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

**FAILURE TO SUBMIT ITEMS (4) THROUGH (11)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

NOTES:

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

(2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2615).

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

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

SPECIAL NOTICE TO BIDDERS

SPECIAL EXPERIENCE REQUIREMENTS (Revised 03/2014)

- (A) **SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The Special Experience Requirements set forth below apply to the bidder. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

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

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

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

- ☐ **Trunk Water Main Work:** The entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.
- ☐ **Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The entity that will perform any BMP Work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

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

- ☐ The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
- ☐ The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.
- ☐ **Micro-Tunneling/Pipe Jacking Work:** The entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

- ☐ **OTHER:** _____

(B) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK (to be provided after an award of contract):**

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

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

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

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

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

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

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

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

- ☐ **OTHER:** _____

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

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

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

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

- Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six (6) months or more from the inception of the bidding entity.
- The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

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

Qualification Form

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

Name of Contractor: J. Pizzirusso Landscaping Corp.

Name of Project: Green Infrastructure

Location of Project: Newtown Creek, Brooklyn

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

Name: Lino Group Jim Eckhoff

Title: PM Phone Number: 347-770-8558

Brief description of the Project completed or the Project in progress: Constructed ROWB designed to capture storm water. work included concrete curbs, sidewalks, planting & stone columns

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

Amount of Contract, Subcontract or Sub-subcontract: \$4,700,000

Start Date and Completion Date: Spring 2014 - Fall 2015

Name of Contractor: J. Pizzirusso Landscaping Corp.

Name of Project: Green Infrastructure

Location of Project: 26 ward, Brooklyn

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

Name: Hunter Roberts Michelle Mako

Title: PM Phone Number: 212-699-4816

Brief description of the Project completed or the Project in progress: Constructed ROWB & Greenstreets in Brooklyn, work included curbs, sidewalks, planting & stone columns

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

Amount of Contract, Subcontract or Sub-subcontract: \$4,200,000

Start Date and Completion Date: Fall 2014 - Fall 2015

Qualification Form

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

(NO TEXT ON THIS PAGE)

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: GQBB09-01

PIN: 8502016SE0045C

Description and Location of Work:

**GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK**

Together With All Work Incidental Thereto

**BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK**

Documents Available At:

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

Submission of Bids To:

30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Before 11:00 A.M. on April 1, 2016

Bid Opening:

30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101

Time and Date: 11:00 A.M. on April 1, 2016

Pre-Bid Conference:

Yes _____ No X

If Yes, Mandatory: _____ Optional: _____

Time and Date: _____

Location: _____

Bid Security:

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

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

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

Agency Contact Person:

Lorraine Holley
Phone: 718-391-2601

FAX: 718-391-2615

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BID SCHEDULE
NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 CB), shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications, dated August 1, 2015, as amended by R-PAGES, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "ROWB-", "ROWRG-", "SR-", "PM-", "GM-", "P-", "GI-" (e.g. ROWB-01, ROWRG-01, SR-01, PM-04, GM-30, P-1, GI-2.19 etc.), shall comply with the requirements of the corresponding alphanumeric Sections incorporated in I-PAGES, herein Volume 3 of 3.

Items listed in this Bid Schedule ending with the prefix "-GI", (e.g. 7.13-GI etc.), shall comply with the requirements of the corresponding alphanumeric Sections incorporated in I-PAGES, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "UTL-" (e.g. UTL-GCS-2WS) are for Gas Cost Sharing (EP-7) work and shall comply with the requirements of SW-PAGES, herein Volume 3 of 3.

Project ID. GQBB09-01

(NO TEXT)

BID SCHEDULE

NOTE:

- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.
Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:
B - 3 Through B - 25

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.



2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
001	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	20.00	S.Y.	40 ⁰⁰ / ₁₀₀	800 ⁰⁰ / ₁₀₀
002	4.02 CB ASPHALTIC CONCRETE MIXTURE	5.00	TONS	550 ⁰⁰ / ₁₀₀	2,750 ⁰⁰ / ₁₀₀
003	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION. (HIGH-EARLY STRENGTH)	5.00	C.Y.	450 ⁰⁰ / ₁₀₀	2,250 ⁰⁰ / ₁₀₀
004	4.06 CONCRETE IN STRUCTURES, CLASS A-40	5.00	C.Y.	500 ⁰⁰ / ₁₀₀	2,500 ⁰⁰ / ₁₀₀
005	4.07 BA RESET GRANITE CURB	20.00	L.F.	100 ⁰⁰ / ₁₀₀	2,000 ⁰⁰ / ₁₀₀
006	4.07 CB NEW GRANITE CURB, STRAIGHT	20.00	L.F.	135 ⁰⁰ / ₁₀₀	2,700 ⁰⁰ / ₁₀₀

2/29/2016 12:00 AM

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

PROJECT ID: GQBB09-01

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
007	4.08 AA CONCRETE CURB (18" DEEP)	150.00	L.F.	45 ⁰⁰	6,750 ⁰⁰
008	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	250.00	L.F.	65 ⁰⁰	16,250 ⁰⁰
009	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	100.00	L.F.	85 ⁰⁰	8,500 ⁰⁰
010	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	40.00	L.F.	80 ⁰⁰	3,200 ⁰⁰
011	4.11 CA FILL, PLACE MEASUREMENT	10.00	C.Y.	45 ⁰⁰	450 ⁰⁰
012	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	10.00	S.F.	40 ⁰⁰	400 ⁰⁰



2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)		EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
013	4.13 GI-AA 4" CONCRETE SIDEWALK (UNPIGMENTED)	2,000.00	S.F.	11	00	22,000	00
014	4.13 GI-AB 4" CONCRETE SIDEWALK (PIGMENTED)	250.00	S.F.	12	00	3,000	00
015	4.13 GI-BA 7" CONCRETE SIDEWALK (UNPIGMENTED)	250.00	S.F.	17	00	4,250	00
016	4.13 GI-BB 7" CONCRETE SIDEWALK (PIGMENTED)	250.00	S.F.	17	00	4,250	00
017	4.14 STEEL REINFORCEMENT BARS	15.00	LBS.	41	00	60	00
018	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	7.00	EACH	300	00	2,100	00



2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)		EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
019	4.16 AB TREES REMOVED (12" TO UNDER 18" CALIPER)	3.00	EACH	500	00	1500	00
020	4.16 AC TREES REMOVED (18" TO UNDER 24" CALIPER)	3.00	EACH	800	00	2400	00
021	4.16 AD TREES REMOVED (24" CALIPER AND OVER)	3.00	EACH	1,100	00	3,300	00
022	4.16 STUMP STUMP REMOVAL	15.00	UNITS	250	00	3750	00
023	4.19 SODDING	25.00	S.Y.	30	00	750	00
024	4.20 SEEDING	65.00	S.Y.	28	00	1,820	00

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
025	4.21 TREE CONSULTANT	800.00	P/HR	50 00	40,000 00
026	6.01 AC CLEARING AND GRUBBING	25.00	S.Y.	18 00	450 00
027	6.02 AAN UNCLASSIFIED EXCAVATION	50.00	C.Y.	100 00	5,000 00
028	6.03 AA STRIPPING PAVEMENT SURFACE (ASPHALTIC CONCRETE)	100.00	S.Y.	30 00	3,000 00
029	6.07 AA EXISTING BLUESTONE FLAGS RELAID	150.00	S.F.	80 00	12,000 00
030	6.09 CONCRETE HEADER (6" WIDE X 15" DEEP)	80.00	L.F.	125 00	10,000 00



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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
031	6.09 GI-L1 CONCRETE HEADER, L-SHAPE (6"WIDE AT TOP X 15" DEEP X 12" WIDE AT BASE)	120.00	L.F.	150 ⁰⁰	18,000 ⁰⁰
032	6.09 GI-L2 CONCRETE HEADER, L-SHAPE (6" WIDE AT TOP X 19" DEEP X 12" WIDE AT BASE)	80.00	L.F.	170 ⁰⁰	13,600 ⁰⁰
033	6.22 F ADDITIONAL HARDWARE	1,000.00	LBS.	4 ⁰⁰	4,000 ⁰⁰
034	6.25 RS TEMPORARY SIGNS	25.00	S.F.	50 ⁰⁰	1,250 ⁰⁰
035	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	2.00	C.Y.	900 ⁰⁰	1,800 ⁰⁰

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

PROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS . CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS . CTS
036	6.39 GI MOBILIZATION (GREEN INFRASTRUCTURE) PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 280,000.00	1.00	F.S.	280,000 00	280,000 00
037	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	18.00	MONTH	9000 00	162,000 00
038	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	150.00	L.F.	5 00	750 00
039	6.50 CLEANING OF DRAINAGE STRUCTURES	2.00	EACH	800 00	1,600 00
040	6.51 GI-BD PAVEMENT KEY ALONG CURB LINE (3' TO 6' WIDE)	50.00	C.Y.	150 00	7,500 00

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS		EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS	
041	6.52 CG CROSSING GUARD	800.00	P/HR	45	00	36,000	00
042	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	150.00	L.F.	15	00	2,250	00
043	6.70 -GI MAINTENANCE AND PROTECTION OF TRAFFIC	5.00	EACH	2000	00	10,000	00
044	6.73 A REMOVING EXISTING PARKING METER POSTS	15.00	EACH	98	00	1,470	00
045	6.73 B FURNISHING AND INSTALLING PARKING METER POSTS	6.00	EACH	200	00	1,200	00
046	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	12.00	S.F.	30	00	360	00

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
047	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	72.00	L.F.	30	00	2160	00
048	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	10.00	S.F.	50	00	500	00
049	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	72.00	L.F.	25	00	1800	00
050	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	2.00	S.F.	70	00	140	00
051	6.83 BA INSTALLING TRAFFIC SIGNS	12.00	S.F.	70	00	840	00
052	6.83 BB INSTALLING TRAFFIC SIGN POSTS	72.00	L.F.	30	00	2160	00



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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5		COL 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)		EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
053	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	100.00	L.F.	40	00	4,000	00
054	7.13-GI MAINTENANCE OF SITE	5.00	EACH	1,000	00	5,000	00
055	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	10.00	S.F.	300	00	3,000	00
056	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	10.00	L.F.	175	00	1,750	00
057	GI-2.03 CONCRETE APRON	400.00	C.F.	15	00	6,000	00
058	GI-2.03A PRECAST CONCRETE CULVERT COVER	3.00	EACH	1,200	00	3,600	00



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

PROJECT ID: QABB09-01
CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
059	GI-2.04G PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE	80.00	L.F.	100	8000
060	GI-2.04W PRECAST POROUS CONCRETE WALKWAY, 4 FEET WIDE	40.00	EACH	600	24,000
061	GI-2.06 L-SHAPED EDGING	80.00	L.F.	35	2800
062	GI-2.07 OPEN GRADED STONE BASE	50.00	C.Y.	100	5000
063	GI-2.08 HDPE BARRIER	300.00	S.F.	15.	4500
064	GI-2.09 GEOTEXTILE FABRIC	160.00	S.Y.	10.	1600

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PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS		EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS	
065	GI-2.10A STEEL TREE PIT GUARDS - TYPE 'A'	40.00	L.F.	90	00	3,600	00
066	GI-2.10B STEEL TREE PIT GUARDS - TYPE 'B'	40.00	L.F.	90	00	3,600	00
067	GI-2.10C STEEL TREE PIT GUARDS - TYPE 'C'	40.00	L.F.	90	00	3,600	00
068	GI-2.10D STEEL TREE PIT GUARDS - TYPE 'D'	40.00	L.F.	90	00	3,600	00
069	GI-2.13A ENGINEERED SOIL AND SAND	120.00	C.Y.	100	00	12,000	00
070	GI-2.14 MULCH	50.00	S.Y.	10	00	500	00

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)		EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
071	GI-2.16P PERFORATED HDPE PIPE (6" DIA.)	50.00	L.F.	30	00	1500	00
072	GI-2.16S SOLID HDPE PIPE (6" DIA.)	25.00	L.F.	30	00	750	00
073	GI-2.17 STONE GABION	10.00	EACH	100	00	1000	00
074	GI-2.19 HDPE STORM WATER CHAMBER	80.00	L.F.	60	00	4800	00
075	GI-4.02 EARTH EXCAVATION	75.00	C.Y.	100	00	7500	00
076	GI-4.03 EXCAVATION OF BOULDERS IN OPEN CUT	10.00	C.Y.	250	00	2500	00

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS		EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS	
077	GI-5.10 STONE COLUMN	100.00	V.F.	500	00	50,000	00
078	GI-5.13A STORMWATER INLET	4.00	EACH	10,000	00	40,000	00
079	GI-5.14A R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (4'-0" DIAMETER)	15.00	V.F.	1,300	00	19,500	00
080	GI-5.14B R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (6'-0" DIAMETER)	15.00	V.F.	1,500	00	22,500	00
081	GI-5.14C R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (8'-0" DIAMETER)	15.00	V.F.	1,700	00	25,500	00
082	GI-5.21R SAWCUTTING EXISTING ROADWAY PAVEMENT	300.00	L.F.	15	00	4,500	00



BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)		EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
083	GI-5.21S SAWCUTTING EXISTING SIDEWALK PAVEMENT	300.00	L.F.	12	00	3600	00
084	GI-5.35 SLEEVE FOR UTILITY CROSSINGS	30.00	L.F.	100	00	3000	00
085	GI-9.30 TEMPORARY CLOSURE AND PROTECTION OF ROW GI PRACTICE	1.00	L.S.	12,599 1/189000	00 00	12,599 1/189000	00 00
086	GM-11 HAND AND/OR PNEUMATIC EXCAVATION	50.00	C.Y.	150	00	7500	00
087	GM-30 EPOXY BONDED STONE STRIP BED	15.00	C.Y.	65	00	975	00
088	P-1 PHOTO DOCUMENTATION	750.00	SETS	65	00	48,750	00

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
089	PM-01 PLANT MAJOR TREES (2.5" TO 3" CALIPER)	50.00	EACH	700	35,000
090	PM-02 PLANT MAJOR TREES (3.5" TO 4" CALIPER)	15.00	EACH	1200	18,000
091	PM-03 PLANT FLOWERING AND ORNAMENTAL TREES	25.00	EACH	700	17,500
092	PM-04 TRANSPPLANT TREES (UP TO 4" CALIPER)	5.00	EACH	800	4,000
093	PM-05 LARGE EVERGREEN SHRUBS - CLASS A	10.00	EACH	250	2,500
094	PM-06 LARGE EVERGREEN SHRUBS - CLASS B	10.00	EACH	250	2,500

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C**BID SCHEDULE FORM**

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
095	PM-07 LARGE DECIDUOUS SHRUBS	10.00	EACH	200 00	2,000 00
096	PM-08 MEDIUM EVERGREEN SHRUBS - CLASS A	15.00	EACH	100 00	1,500 00
097	PM-09 MEDIUM EVERGREEN SHRUBS - CLASS B	15.00	EACH	100 00	1,500 00
098	PM-10 MEDIUM EVERGREEN SHRUBS - CLASS C	15.00	EACH	100 00	1,500 00
099	PM-11 MEDIUM DECIDUOUS SHRUBS - CLASS A	15.00	EACH	100 00	1,500 00
100	PM-12 MEDIUM DECIDUOUS SHRUBS - CLASS B	15.00	EACH	95 00	1,425 00

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
101	PM-13 SMALL EVERGREEN SHRUBS	15.00	EACH	90 00	1350 00
102	PM-14 SMALL DECIDUOUS SHRUBS	15.00	EACH	90 00	1350 00
103	PM-15 ROSES (#2 / #3 can)	15.00	EACH	85 00	1275 00
104	PM-16 PERENNIALS, #1 can	59.00	EACH	30 00	1770 00
105	PM-17 PERENNIALS, #2 can	97.00	EACH	40 00	3880 00
106	PM-18 PERENNIALS, 1 QT	112.00	EACH	28 00	3136 00



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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5		COL. 6	
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)		EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
107	PM-19 PERENNIALS, 2 QT	75.00	EACH	30	00	2,250	00
108	PM-20 GRASSES, #1 can	61.00	EACH	40	00	2,440	00
109	PM-21 GRASSES, #2 can	101.00	EACH	45	00	4,545	00
110	PM-22 GRASSES, #3 can	75.00	EACH	50	00	3,750	00
111	PM-23 GROUND COVERS - QUARTS	75.00	EACH	25	00	1,875	00
112	PM-24 GROUND COVERS - #1 can	59.00	EACH	30	00	1,770	00

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
113	ROWB-01 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1	16.00	EACH	26,000 00	416,000 00 398,000
114	ROWB-02 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1A	16.00	EACH	33,000 00	528,000 00
115	ROWB-03 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1B	5.00	EACH	31,000 00	155,000 00
116	ROWB-04 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1C	50.00	EACH	21,500 00	1,075,000 00
117	ROWB-05 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2	26.00	EACH	23,000 00 20,000	598,000 00 520,000
118	ROWB-06 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2A	26.00	EACH	32,000 00	832,000 00



BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
119	ROWB-07 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2B	5.00	EACH	30,000	150,000
120	ROWB-08 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2C	75.00	EACH	20,500	1,537,500
121	ROWB-09 CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3	76.00	EACH	21,000 119,000	1,596,000 8,954,000
122	ROWB-10 CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3A	5.00	EACH	25,800	129,000
123	ROWGS-01 CONSTRUCT 20' x 3' R.O.W. GREENSTRIP TYPE 1	5.00	EACH	20,000	100,000
124	ROWGS-02 CONSTRUCT 15' x 3' R.O.W. GREENSTRIP TYPE 2	5.00	EACH	19,000	95,000



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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
125	ROWGS-03 CONSTRUCT 10' x 3' R.O.W. GREENSTRIP TYPE 3	5.00	EACH	18,000	90,000
126	ROWRG-01 CONSTRUCT 20' x 5' R.O.W. RAIN GARDEN TYPE 1	5.00	EACH	19,000	95,000
127	ROWRG-02 CONSTRUCT 15' x 5' R.O.W. RAIN GARDEN TYPE 2	5.00	EACH	18,000	90,000
128	ROWRG-03 CONSTRUCT 10' x 5' R.O.W. RAIN GARDEN TYPE 3	5.00	EACH	17,000	85,000
129	UTL-GCS-2WS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 350,000.00	1.00	F.S.	350,000	350,000



BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
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TOTAL BID PRICE: \$

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

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

9,110,000.00





2/29/2016 12:00 AM

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

CONTRACT PIN: 8502015SE0045C
PROJECT ID: GQBB09-01

BID SCHEDULE

NOTE:

- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.
Alterations must be initiated in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:
B - 3 Through B - 25

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C**BID SCHEDULE FORM**

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
001	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	20.00	S.Y.		
002	4.02 CB ASPHALTIC CONCRETE MIXTURE	5.00	TONS		
003	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	5.00	C.Y.		
004	4.06 CONCRETE IN STRUCTURES, CLASS A-40	5.00	C.Y.		
005	4.07 BA RESET GRANITE CURB	20.00	L.F.		
006	4.07 CB NEW GRANITE CURB, STRAIGHT	20.00	L.F.		

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
007	4.08 AA CONCRETE CURB (18" DEEP)	150.00	L.F.		
008	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	250.00	L.F.		
009	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	100.00	L.F.		
010	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	40.00	L.F.		
011	4.11 CA FILL, PLACE MEASUREMENT	10.00	C.Y.		
012	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	10.00	S.F.		

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C**BID SCHEDULE FORM**

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
013	4.13 GI-AA 4" CONCRETE SIDEWALK (UNPIGMENTED)	2,000.00	S.F.		
014	4.13 GI-AB 4" CONCRETE SIDEWALK (PIGMENTED)	250.00	S.F.		
015	4.13 GI-BA 7" CONCRETE SIDEWALK (UNPIGMENTED)	250.00	S.F.		
016	4.13 GI-BB 7" CONCRETE SIDEWALK (PIGMENTED)	250.00	S.F.		
017	4.14 STEEL REINFORCEMENT BARS	15.00	LBS.		
018	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	7.00	EACH		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
019	4.16 AB TREES REMOVED (12" TO UNDER 18" CALIPER)	3.00	EACH		
020	4.16 AC TREES REMOVED (18" TO UNDER 24" CALIPER)	3.00	EACH		
021	4.16 AD TREES REMOVED (24" CALIPER AND OVER)	3.00	EACH		
022	4.16 STUMP STUMP REMOVAL	15.00	UNITS		
023	4.19 SODDING	25.00	S.Y.		
024	4.20 SEEDING	65.00	S.Y.		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C**BID SCHEDULE FORM**

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
025	4.21 TREE CONSULTANT	800.00	P/HR		
026	6.01 AC CLEARING AND GRUBBING	25.00	S.Y.		
027	6.02 AAN UNCLASSIFIED EXCAVATION	50.00	C.Y.		
028	6.03 AA STRIPPING PAVEMENT SURFACE (ASPHALTIC CONCRETE)	100.00	S.Y.		
029	6.07 AA EXISTING BLUESTONE FLAGS RELAID	150.00	S.F.		
030	6.09 CONCRETE HEADER (6" WIDE X 15" DEEP)	80.00	L.F.		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
031	6.09 GI-L1 CONCRETE HEADER, L-SHAPE (6" WIDE AT TOP X 15" DEEP X 12" WIDE AT BASE)	120.00	L.F.		
032	6.09 GI-L2 CONCRETE HEADER, L-SHAPE (6" WIDE AT TOP X 19" DEEP X 12" WIDE AT BASE)	80.00	L.F.		
033	6.22 F ADDITIONAL HARDWARE	1,000.00	LBS.		
034	6.25 RS TEMPORARY SIGNS	25.00	S.F.		
035	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	2.00	C.Y.		

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 8502015SE0045C**BID SCHEDULE FORM**

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS . CTS		COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS . CTS	
036	6.39 GI MOBILIZATION (GREEN INFRASTRUCTURE) PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 280,000.00	1.00	F.S.	280,000	00	280,000	00
037	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	18.00	MONTH				
038	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	150.00	L.F.				
039	6.50 CLEANING OF DRAINAGE STRUCTURES	2.00	EACH				
040	6.51 GI-BD PAVEMENT KEY ALONG CURB LINE (3' TO 6' WIDE)	50.00	C.Y.				

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
041	6.52 CG CROSSING GUARD	800.00	P/HR		
042	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	150.00	L.F.		
043	6.70 -GI MAINTENANCE AND PROTECTION OF TRAFFIC	5.00	EACH		
044	6.73 A REMOVING EXISTING PARKING METER POSTS	15.00	EACH		
045	6.73 B FURNISHING AND INSTALLING PARKING METER POSTS	6.00	EACH		
046	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	12.00	S.F.		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGNPROJECT ID: GQBB09-01
CONTRACT PIN: 85020155E0045C**BID SCHEDULE FORM**

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
047	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	72.00	L.F.		
048	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	10.00	S.F.		
049	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	72.00	L.F.		
050	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	2.00	S.F.		
051	6.83 BA INSTALLING TRAFFIC SIGNS	12.00	S.F.		
052	6.83 BB INSTALLING TRAFFIC SIGN POSTS	72.00	L.F.		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
053	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	100.00	L.F.		
054	7.13-GI MAINTENANCE OF SITE	5.00	EACH		
055	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	10.00	S.F.		
056	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	10.00	L.F.		
057	GI-2.03 CONCRETE APRON	400.00	C.F.		
058	GI-2.03A PRECAST CONCRETE CULVERT COVER	3.00	EACH		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS . CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS . CTS
059	GI-2.04G PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE	80.00	L.F.		
060	GI-2.04W PRECAST POROUS CONCRETE WALKWAY, 4 FEET WIDE	40.00	EACH		
061	GI-2.06 L-SHAPED EDGING	80.00	L.F.		
062	GI-2.07 OPEN GRADED STONE BASE	50.00	C.Y.		
063	GI-2.08 HDPE BARRIER	300.00	S.F.		
064	GI-2.09 GEOTEXTILE FABRIC	160.00	S.Y.		

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CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6
SEQ. NO	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
065	GI-2.10A STEEL TREE PIT GUARDS - TYPE A	40.00	L.F.		
066	GI-2.10B STEEL TREE PIT GUARDS - TYPE B	40.00	L.F.		
067	GI-2.10C STEEL TREE PIT GUARDS - TYPE C	40.00	L.F.		
068	GI-2.10D STEEL TREE PIT GUARDS - TYPE D	40.00	L.F.		
069	GI-2.13A ENGINEERED SOIL AND SAND	120.00	C.Y.		
070	GI-2.14 MULCH	50.00	S.Y.		

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
071	GI-2.16P PERFORATED HDPE PIPE (6" DIA.)	50.00	L.F.		
072	GI-2.16S SOLID HDPE PIPE (6" DIA.)	25.00	L.F.		
073	GI-2.17 STONE GABION	10.00	EACH		
074	GI-2.19 HDPE STORM WATER CHAMBER	80.00	L.F.		
075	GI-4.02 EARTH EXCAVATION	75.00	C.Y.		
076	GI-4.03 EXCAVATION OF BOULDERS IN OPEN CUT	10.00	C.Y.		

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BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
077	GI-5.10 STONE COLUMN	100.00	V.F.		
078	GI-5.13A STORMWATER INLET	4.00	EACH		
079	GI-5.14A R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (4'-0" DIAMETER)	15.00	V.F.		
080	GI-5.14B R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (6'-0" DIAMETER)	15.00	V.F.		
081	GI-5.14C R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (8'-0" DIAMETER)	15.00	V.F.		
082	GI-5.21R SAWCUTTING EXISTING ROADWAY PAVEMENT	300.00	L.F.		

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COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
083	GI-5.21S SAWCUTTING EXISTING SIDEWALK PAVEMENT	300.00	L.F.		
084	GI-5.35 SLEEVE FOR UTILITY CROSSINGS	30.00	L.F.		
085	GI-9.30 TEMPORARY CLOSURE AND PROTECTION OF ROW GI PRACTICE	1.00	L.S.		
086	GM-11 HAND AND/OR PNEUMATIC EXCAVATION	50.00	C.Y.		
087	GM-30 EPOXY BONDED STONE STRIP BED	15.00	C.Y.		
088	P-1 PHOTO DOCUMENTATION	750.00	SETS		

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BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
089	PM-01 PLANT MAJOR TREES (2.5" TO 3" CALIPER)	50.00	EACH		
090	PM-02 PLANT MAJOR TREES (3.5" TO 4" CALIPER)	15.00	EACH		
091	PM-03 PLANT FLOWERING AND ORNAMENTAL TREES	25.00	EACH		
092	PM-04 TRANSPLANT TREES (UP TO 4" CALIPER)	5.00	EACH		
093	PM-05 LARGE EVERGREEN SHRUBS - CLASS A	10.00	EACH		
094	PM-06 LARGE EVERGREEN SHRUBS - CLASS B	10.00	EACH		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS . CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS . CTS
095	PM-07 LARGE DECIDUOUS SHRUBS	10.00	EACH		
096	PM-08 MEDIUM EVERGREEN SHRUBS - CLASS A	15.00	EACH		
097	PM-09 MEDIUM EVERGREEN SHRUBS - CLASS B	15.00	EACH		
098	PM-10 MEDIUM EVERGREEN SHRUBS - CLASS C	15.00	EACH		
099	PM-11 MEDIUM DECIDUOUS SHRUBS - CLASS A	15.00	EACH		
100	PM-12 MEDIUM DECIDUOUS SHRUBS - CLASS B	15.00	EACH		

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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CONTRACT PIN: 8502015SE0045C**BID SCHEDULE FORM**

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS . CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS . CTS
101	PM-13 SMALL EVERGREEN SHRUBS	15.00	EACH		
102	PM-14 SMALL DECIDUOUS SHRUBS	15.00	EACH		
103	PM-15 ROSES (#2 / #3 can)	15.00	EACH		
104	PM-16 PERENNIALS, #1 can	59.00	EACH		
105	PM-17 PERENNIALS, #2 can	97.00	EACH		
106	PM-18 PERENNIALS, 1 QT	112.00	EACH		

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
107	PM-19 PERENNIALS, 2 QT	75.00	EACH		
108	PM-20 GRASSES, #1 can	61.00	EACH		
109	PM-21 GRASSES, #2 can	101.00	EACH		
110	PM-22 GRASSES, #3 can	75.00	EACH		
111	PM-23 GROUND COVERS - QUARTS	75.00	EACH		
112	PM-24 GROUND COVERS - #1 can	59.00	EACH		

2/29/2016 12:00 AM

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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
113	ROWB-01 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1	16.00	EACH		
114	ROWB-02 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1A	16.00	EACH		
115	ROWB-03 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1B	5.00	EACH		
116	ROWB-04 CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1C	50.00	EACH		
117	ROWB-05 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2	26.00	EACH		
118	ROWB-06 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2A	26.00	EACH		

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
119	ROWB-07 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2B	5.00	EACH		
120	ROWB-08 CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2C	75.00	EACH		
121	ROWB-09 CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3	76.00	EACH		
122	ROWB-10 CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3A	5.00	EACH		
123	ROWGS-01 CONSTRUCT 20' x 3' R.O.W. GREENSTRIP TYPE 1	5.00	EACH		
124	ROWGS-02 CONSTRUCT 15' x 3' R.O.W. GREENSTRIP TYPE 2	5.00	EACH		

2/29/2016 12:00 AM

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BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
125	ROWGS-03 CONSTRUCT 10' X 3' R.O.W. GREENSTRIP TYPE 3	5.00	EACH		
126	ROWRG-01 CONSTRUCT 20' X 5' R.O.W. RAIN GARDEN TYPE 1	5.00	EACH		
127	ROWRG-02 CONSTRUCT 15' X 5' R.O.W. RAIN GARDEN TYPE 2	5.00	EACH		
128	ROWRG-03 CONSTRUCT 10' X 5' R.O.W. RAIN GARDEN TYPE 3	5.00	EACH		
129	UTL-GCS-2WS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 350,000.00	1.00	F.S.	350,000 : 00	350,000 : 00

2/29/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: GQBB09-01

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CONTRACT PIN: 8502015SE0045C

BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS

TOTAL BID PRICE: \$ _____

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

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

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

PROJECT ID: GQBB09-01

GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK

Name of Bidder: J. Pizzirusso Landscaping Corp.

Date of Bid Opening: 4/1/2016

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

Place of Business of Bidder: 7104 Ave W Brooklyn NY 11234

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

Bidder's E-Mail Address: JPL Corp @ AOL.com

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of New York

Name and Home Address of President: John Pizzirusso
2848 Lindenmere Dr. Melville NY 11710

Name and Home Address of Secretary: Joseph Pizzirusso
3009 Judith Dr Bellmore NY 11710

Name and Home Address of Treasurer: _____

BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page C-6 of this Bid Booklet.

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

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

6. Compliance Report

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

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

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

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

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

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

Section V: Vendor Certification and Required Affirmations:

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;
- 2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID. GQBB09-01

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

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

\$ ~~9,110,000.00~~
#9,110,000⁰⁰
(JP) BB 4/1/16

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: J. Pizzirusso Landscaping Corp.

By: [Signature] vice president
(Signature of Partner or corporate officer)

Attest:
(Corporate Seal)

[Signature]
Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

being duly sworn says:

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

being duly sworn says:

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Kings ss:

being duly sworn says:

I am the Joseph Pizzicrussi Vice President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 3009 Judith Dr Bellmore NY 11710.
I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
31 day of MARCH, 16

Notary Public

Claire M Conteduca
Notary Public State of New York
Kings County
No. 01C06201485
Commission Expires March 2, 7



AFFIRMATION

PROJECT ID. GQBB09-01

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except: NYC DPA issued an Advice of Caution for failing to meet MBE Goals on Contract CNY6-407M. Since then JPL has completed several projects & regularly met m/wbe goals.
(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: J. Pizzullo Landscaping Corp
Address: 7104 Ave W
City Brooklyn State New York Zip Code 11234

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☒ A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

☐ B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

☒ C - Corporation
EMPLOYER IDENTIFICATION NUMBER

11-3539578

By: [Signature]
Signature

Title: Vice President

If a corporation, place seal here

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

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

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

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

PROJECT ID: GQBB09-01

**GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK**

Name of Bidder: _____

Date of Bid Opening: _____

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

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Fax Number: _____

Bidder's E-Mail Address: _____

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page C-6 of this Bid Booklet.

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

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

BID FORM

PROJECT ID. GQBB09-01

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

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

\$ _____

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

**Attest:
(Corporate Seal)**

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____

I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of Corporate Officer who signed the Bid)

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

Notary Public

AFFIRMATION

PROJECT ID. GQBB09-01

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except: _____

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: _____

Address: _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

☐ B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

☐ C- Corporation
EMPLOYER IDENTIFICATION NUMBER

By: _____
Signature

Title: _____

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we,

J. Pizzirusso Landscaping Corp

7104 Avenue W

Brooklyn, NY 11234-6647

hereinafter referred to as the "Principal", and

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07960

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

(JP) \$9,110,000.00

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

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for GQBB09-01 Green Infrastructure Bowery Bay

Drainage Area - Stage 1

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2015

ASSETS	
Bonds (Amortized Value).....	1,495,155,505
Preferred Stocks (Market Value).....	484,500
Common Stocks (Market Value).....	901,314,732
Cash, Cash Equivalents, and Short Term Investments.....	604,225,315
Derivatives.....	39,827,482
Other Invested Assets.....	224,100,050
Investment Income Due and Accrued.....	18,066,593
Premiums and Considerations.....	205,488,026
Amounts Recoverable from Reinsurers.....	19,080,674
Funds Held by or Deposited with Reinsured Companies.....	6,844,064
Current Income Taxes Recoverable.....	544,326
Net Deferred Tax Asset.....	148,771,852
Electronic Data Processing Equipment.....	1,665,942
Receivables from Parent, Subsidiaries and Affiliates.....	18,736,816
Other Assets.....	51,796,010
TOTAL ASSETS.....	3,736,101,887

LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,431,511,851
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	69,562,777
Loss Adjustment Expenses.....	413,364,003
Commissions Payable, Contingent Commissions and Other Similar Charges.....	4,385,281
Other Expenses (Excluding Taxes, Licenses and Fees).....	51,776,768
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,118,274
Unearned Premiums.....	472,803,308
Advance Premium.....	3,752,245
Ceded Reinsurance Premiums Payable.....	12,773,562
Funds Held by Company under Reinsurance Treaties.....	12,781,102
Amounts Withheld by Company for Account of Others.....	48,634,791
Provision for Reinsurance.....	2,198,098
Payable to Parent, Subsidiaries and Affiliates.....	3,960,630
Other Liabilities.....	11,524,874
TOTAL LIABILITIES.....	\$2,558,147,564
Common Capital Stock.....	10,914,000
Gross Paid In and Contributed Surplus.....	983,756,061
Unassigned Funds (Surplus).....	183,284,262
Surplus as Regards Policyholders.....	1,177,954,323
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$3,736,101,887

I, Patrick Rossi Jr., Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2015, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2016.
UNITED STATES FIRE INSURANCE COMPANY



Patrick Rossi Jr.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

6000

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the State of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Loriann Fay, Timothy M. Toole, Victoria Rivera, Alissa J. Wolf

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2016.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }
County of Morris }

A.R.S.

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of April, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright
Al Wright, Senior Vice President



BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal", and _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

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

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

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

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

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

(Seal)

Principal (L.S.)

By: _____

(Seal)

Surety

By: _____

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally came
_____ to me known, who, being by me duly sworn, did depose and say
that he resides at _____
that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of
the directors of said corporation, and that he signed his name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

(NO TEXT ON THIS PAGE)

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

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

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors". The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

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

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors".

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

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

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

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

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

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO**

SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

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

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

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

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

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

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

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

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

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

11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

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

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

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

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

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 17 and 18 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID #	<u>11-353 9578</u>	FMS Vendor ID #	
Business Name	<u>T. Pizzicchio Landscaping Corp.</u>	Contact Person	<u>Joseph Pizzicchio</u>
Address	<u>7104 Ave W Brooklyn NY 11234</u>		
Telephone #	<u>718-531-6084</u>	Email	<u>JPLcorp @ AOL.com</u>

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.**PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS**

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

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

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

Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated M/WBE Participation Amount
<u>\$9,110,000</u> <u>\$8,800,000</u> X	<u>7%</u>	<u>\$637,700</u> <u>\$666,667</u> Line 2

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

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

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

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

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



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

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

☐ MBE ☐ WBE

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

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

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 7

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

1. Trucking (MBE) \$225,000
 2. work will start within 30 days of OTW
 3. & continue throughout contract

4. _____
 5. _____
 6. Concrete curbs & sidewalks (MBE) \$195,000
 7. work will start within 30 days of OTW
 8. & continue throughout contract

9. _____
 10. _____
 11. Landscaping (WBE) \$200,000
 12. work will start at the beginning of
 13. planting season & continue throughout
 14. contract

15. _____
 16. _____
 17. _____

✓ Scopes of Subcontract Work

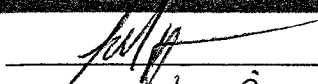


Section V: Vendor Certification and Required Affirmations

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature



Date

3/31/16

Print Name

Joseph Pizzarello

Title

Vice President

Tax ID
#: _____

APT E- 85016B0113
PIN #: _____

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

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 85016B0113 FMS Project ID#: GQBB09-01
Project Title/ Agency GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
PIN # /8502015SE0045C
Bid/Proposal
Response Date APRIL 01, 2016
Contracting Agency Department of Design and Construction
Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101
Contact Person Lea M. Case Title MWBE Liaison & Compliance Analyst
Telephone # (718) 391-1003 Email casele@ddc.nyc.gov

Project Description (attach additional pages if necessary)

GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)
INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK
Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services.

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified*</u>	<u>7%</u>
or	
<u>Black American</u>	<u>UNSPECIFIED*</u>
<u>Hispanic American</u>	<u>UNSPECIFIED*</u>
<u>Asian American</u>	<u>UNSPECIFIED*</u>
<u>Women</u>	<u>UNSPECIFIED*</u>
Total Participation Goals	7% Line 1

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

Tax ID #: _____

APT E-

PIN #: 85016B0095

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 17 and 18 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

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

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.**PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS**

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated M/WBE Participation Amount
	\$ _____	X _____	= \$ _____ Line 2

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

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
	\$ _____	X _____	= \$ _____ Line 3

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

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

☐ MBE ☐ WBE

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

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

Section IV: General Contract Information

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

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

✓ Scopes of Subcontract Work

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

Tax ID #: _____

APT E-
PIN #: _____

Section V: Vendor Certification and Required Affirmations

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;*
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;*
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;*
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and*
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.*

Signature _____

Date _____

Print Name _____

Title _____

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

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name _____ Telephone # _____ Email _____
 Type of Procurement ☐ Competitive Sealed Bids ☐ Other Bid/Response Due Date _____
 APT E-PIN # (for this procurement): _____ Contracting Agency: _____

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

%

Agency M/WBE Participation Goal

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

%

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

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

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

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

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

References

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

CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract
CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract
CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

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

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

TYPE OF Contract	ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Type of Work Subcontracted		

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at agency/entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

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

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

Shaded area below is for agency completion only

AGENCY CHIEF OF POLICE/AGENCY OFFICER APPROVAL	
Signature: _____	Date: _____
CITY CHIEF PROCUREMENT OFFICER APPROVAL	
Signature: _____	Date: _____
Waiver Determination	
Full Waiver Approved <input type="checkbox"/>	
Waiver Denied <input type="checkbox"/>	
Partial Waiver Approved <input type="checkbox"/>	
Revised Participation Goal <input type="checkbox"/>	

APPRENTICESHIP PROGRAM REQUIREMENTS

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

 √ YES NO

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

(2) Apprenticeship Program Questionnaire

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



APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: GQBB09-01

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

Name of Bidder: J. Pizzicasso Landscaping Corp.

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

☒ YES ☐ NO

2. Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

☒ YES ☐ NO

3. Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

☒ YES ☐ NO

If the answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

J. Pizzicasso Landscaping has Collective Bargaining Agreements with the following

LOCAL 175 - Laborers

LOCAL 780 - Cement masons

Ment Apprenticeship Alliance

- Carpenters

- Laborers

- Operating Engineers

All Apprenticeship Programs Are Approved with The NYS DOL & has completed 2 year probation

Bidder: J. Pizzicasso Landscaping Corp.

By: [Signature]
(Signature of Partner or Corporate Officer)

Title: Vice President

Date: 3/31/16



APPRENTICESHIP PROGRAM REQUIREMENTS

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

☒ YES ☐ NO

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

(2) Apprenticeship Program Questionnaire

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

PROJECT ID: GQBB09-01

Name of Bidder: _____

- If the answer to Question #3 is “Yes”, the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

[illegible]

Bidder:

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

Date: _____

SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:Company Name: J. Pizzarello Landscaping CorpDDC Project Number: GQBB09-01

Company Size: _____ Ten (10) employees or less
 _____ ☒ Greater than ten (10) employees

Company has previously worked for DDC _____ YES _____ ☒ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Highway and Street Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Heavy Construction, except highways	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
Other (specify)	_____	_____

3. Experience Modification Rate:

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



The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
<u>2012</u>	<u>0.91</u>	<u>N/A</u>
<u>2013</u>	<u>0.93</u>	<u>N/A</u>
<u>2014</u>	<u>0.89</u>	<u>N/A</u>

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

4. OSHA Information:

- ☐ YES ☒ NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
- ☐ YES ☒ NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related in-patient hospitalizations, all amputations and all losses of an eye).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

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

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2014</u>	<u>38,522</u>	<u>0</u>
<u>2013</u>	<u>36,964</u>	<u>0</u>
<u>2012</u>	<u>18,170</u>	<u>0</u>



If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

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

5. Safety Performance on Previous DDC Project(s)

___ YES ☒ NO Contractor previously audited by the DDC Office of Site Safety.

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

___ YES ___ NO Accident on previous DDC Project(s).

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

___ YES ☒ NO Fatality or Life-altering Injury on DDC Project(s) within the last three years.
[Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

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

Date: 3/31/16

By: [Signature]
(Signature of Owner, Partner, Corporate Officer)

Title: Vice President



SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

Company Size: _____ Ten (10) employees or less
 _____ Greater than ten (10) employees

Company has previously worked for DDC _____ YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	_____	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	_____	_____
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
Other (specify)	_____	_____

3. Experience Modification Rate:

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

Project ID. _____

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

4. OSHA Information:

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

____ YES ____ NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related in-patient hospitalizations, all amputations and all losses of an eye).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

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

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Project ID. _____

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

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

5. Safety Performance on Previous DDC Project(s)

___ YES ___ NO Contractor previously audited by the DDC Office of Site Safety.

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

___ YES ___ NO Accident on previous DDC Project(s).

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

___ YES ___ NO Fatality or Life-altering Injury on DDC Project(s) within the last three years.
[Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

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

Date: _____

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

Title: _____

(NO TEXT ON THIS PAGE)

Pre-Award Process

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

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:

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

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

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

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

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

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

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

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

A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Green Infrastructure Queen Cwpk 572m	Construct Roads	2,800,000	Fall 2014	Jeff Martin 78-76-6000	NYCDO
Green Infrastructure Brooklyn 26 wmd.		4,200,000	Fall 2015	Michael Mako 2712-699-4416	Hunter Roberts Group
Green Infrastructure Brooklyn Newtown Creek		4,700,000	Fall 2015	Jim Eckhoff 347-770-8558	Like Group
Green Infrastructure Dumbo Area 2		875,000	Fall 2013	Raymond Palmer 718-399-1524	DEP
Green Infrastructure Dumbo Area 3		550,000	Fall 2013	Raymond Palmer 718-399-1524	DEP



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

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Forest Pl Queens 0815-113m1	Construction	1,313,000-	210,000-	4/35,000-	June 2016	Vincent, Alfredo 718-260-6738	NYC DPR
Curve 414m Citywide	Street Trees	2,600,000-	85,000-	632,000-	June 2016	Tabitha Cubite 718-393-7255	↓
BG 315m Boulevard	Street Trees	1,700,000-	80,000-	395,000-	MAY 2016	Emily Hanson 718-20-6425	

C. PROJECT REFERENCES - PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount (\$000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
New Lots Triangle Brooklyn NY H00P200916	Construction	2,667,626	June 2016	NYC DDC Giovanni Marzetti 718-391-1575	
School Safety Astoria Queens H00E05F1	Construction	2,130,068	June 2016	NYC DDC Giovanni Marzetti 718-351-1575	
Project PK Ballfields Brooklyn NY B073-2141m	Construction	2,086,904	April 2016	NYC DDC Matthews 718-760-6866	
BG-1315 Street Trees Brooklyn	Street Tree Planting	1,809,000	April 2016	NYC DDC Emily Hanson 718-760-6428	

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

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

PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

[illegible]

PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

[illegible]

(NO TEXT ON THIS PAGE)

**OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE**

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

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

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

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

Name of Bidder: J. Pizzicasso Landscaping Corp
Bidder's Address: 7104 Ave W Brooklyn NY 11234
Bidder's Telephone Number: 718-531-6084
Bidder's Fax Number: 718-531-6677
Date of Bid Opening: 4/1/16
PROJECT ID: QBB09-01

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

- (2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: _____
(Signature of Partner or corporate officer)

Print Name: Joseph Pizzicasso



VENDEX COMPLIANCE

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

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

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

Name of Bidder: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
PROJECT ID: GQBB09-01 _____

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

- (2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(NO TEXT ON THIS PAGE)

Certificate of No Change Form



- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

Certificate of No Change Form



- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
2		
3		
4		
5		
6		

☐ Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

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.

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of ____, 20____

Notary Public

Dated:

**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.



SIGNATURE

Joseph Pizzicchio

PRINTED NAME

Vice President

TITLE

Sworn to before me this
31 day of 12, 2016



Notary Public

Dated: 3/21/16

Claire M Conteduca
Notary Public State of New York
Kings County
No. 01C06201485
Commission Expires March 2, 17



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

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

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

CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

CONTRACT FINANCING SOURCE	CONTRACTOR	CONTRACT VALUE	SUBMISSION REQUIREMENT
Federal/Federally assisted	Prime and subcontractors	\$10,000 or greater	Construction Employment Report
City and state funded	Prime contractor	\$1,000,000 or greater	
	Subcontractor	\$750,000 or greater	
		Less than \$750,000	Less than \$750,000 Certificate (City/State Only)

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. An incomplete submission will delay the review process and may preclude or interrupt the contract approval.
2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

Part III: Contract Bid Information and Projected and Current Workforce Forms

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

- Questions 7 – 11: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.
- Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 13: Please provide the number of permanent employees in your company.
- Question 14a-g: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.
- Questions 15 – 18: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:
- General Information section
 - Part I - Contractor/Subcontractor Information
 - Form B - Projected Workforce
 - Signature Page

If your company is currently waiting for an approval on another contract previously submitted, be certain to identify the date on which you submitted the completed Employment Report, the name of the City contracting agency with which the contract was made, and the name and telephone number of the person to whom the Employment Report was submitted.

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

- Question 18: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
 - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
 - Include copies of all corrective actions and documentation of OFCCP's performance; and
 - Provide a copy of all stated OFCCP findings.

- Question 19: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

Questions 20a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 20a, 20b, etc.)

Questions 21a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 22: Inquires into where and how I-9 forms are maintained and stored.

Questions 23a – e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copies of the medical information questionnaire and instructions must be submitted with the Employment Report.

Question 24: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 25: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 26: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.

Question 27: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

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

Question 28: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

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

Question 29: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

Question 30: Identify each job for which there exists any qualification related to age, race, color, national origin, sex, creed, disability, marital status, sexual orientation or citizenship status. Identify and explain the specific related qualification for each job stated. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

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

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

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

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

SIGNATURE PAGE

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

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513-6323
Fax: (212) 518-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor ☒ Subcontractor ☐
- 1a. Are M/WBE goals attached to this project? Yes ☒ No ☐
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
- ☐ Minority Owned Business Enterprise ☐ Locally Based Business Enterprise
☐ Women Owned Business Enterprise ☐ Emerging Business Enterprise
☐ Disadvantaged Business Enterprise
- 2a. If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with? ☐ Are you DBE certified? Yes ☐ No ☒
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes ☐ No ☒
4. Is this project subject to a project labor agreement? Yes ☐ No ☒
5. Are you a Union contractor? Yes ☒ No ☐ If yes, please list which local(s) you affiliated with LOCAL 175
6. Are you a Veteran owned company? Yes ☐ No ☒

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-3539578 JPL Corp@aol.com
Employer Identification Number or Federal Tax I.D. Email Address
8. J. Lizzaruss Landscaping Corp
Company Name
9. 704 Ave W Brooklyn NY 11234
Company Address and Zip Code
10. John Lizzaruss (718) 531-6084
Chief Operating Officer Telephone Number
11. Isabel Savagian 718-531-6084
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. - SAME -
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")



13. Number of employees in your company: 25

14. Contract information:

(a) NYC DDC
Contracting Agency (City Agency)

(b) \$9,110,000.00
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) QG BB0901
Contract Registration Number (CT#)

(e) FALL 2016
Projected Commencement Date

(f) FALL 2017
Projected Completion Date

(g) Description and location of proposed contract:

Construct Right of Way Biosimiles

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes ☒ No ☐

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes ☐ No ☒

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate? Yes ☐ No ☒ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

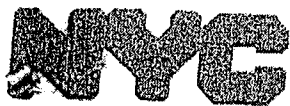
19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- ___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- ___ (b) Disability, life, other insurance coverage/description
- ___ (c) Employee Policy/Handbook
- ___ (d) Personnel Policy/Manual
- ___ (e) Supervisor's Policy/Manual
- ___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- ___ (g) Collective bargaining agreement(s).
- ___ (h) Employment Application(s)
- ___ (i) Employee evaluation policy/form(s).
- ___ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?



Small Business
Services

Maria Torres-Springer
Commissioner

215CY177

May 20, 2015

Mr. John Pizzirusso, President
J. Pizzirusso Landscaping Corporation
7104 Avenue W
Brooklyn, NY 11234

RE: NYC Department of Design and Construction Contract (DDC); Pin No. 8502015HW0023C; Project No. HWPLZ009K; Reconstruction of New Lots Triangle, New Lots Avenue from Ashford Street to Livonia Avenue; Borough of Brooklyn; Contract Value: \$2,651,876.97; **Certificate of Approval.**

Dear Mr. Pizzirusso:

DLS has concluded that J. Pizzirusso Landscaping Corporation meets the equal employment opportunity requirements of the City of New York, as stated in Executive Order No. 50 (1980) as amended (E.O. 50), its implementing Rules (Rules), and Chapter 56 of the City Charter (Chapter 56). Consequently, DLS has notified (DDC) of this determination.

Contingent upon J. Pizzirusso Landscaping Corporation's ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the three (3) year period commencing on **May 20, 2015** and terminating **May 19, 2018**. This determination for a three (3) year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this three year period. This determination for a three-year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this three-year period. However, a Construction Employment Report must be submitted for each new project. In addition, J. Pizzirusso Landscaping Corporation must regularly submit to DLS the Monthly Workforce Utilization Table and Monthly Payroll Records as explained during the pre-award conference on May 20, 2015.

110 William Street, New York, NY 10038
Tel 212.513.6300 *Fax 212.618.8991 *TDD 212.513.6306
WWW.nyc.gov/sbs



FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journey/Level Workers
(H) Helper
(A) Apprentice
(TRN) Trainee
(TOT) Total by Column

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

Trade Landscaper

Union Affiliation, if applicable
Local 175

Total (Col. #1-10):
3

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

Total Female
(Col. #6-10):
0

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

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

Unions

FORM B: PROJECTED WORKFORCE

Trade: Welders

Union Affiliation, if applicable
IBEW Local 175

Total (Col. #1-10):
10

Total Minority, Male & Female
(Col. #2, 3, 4, 5, 7, 8, 9, & 10):
0

Total Female
(Col. #6 - 10):
0

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.
2	2	6		
2	2	6		
J	H	A	TRN	TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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

Unions



TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

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

Trade: Olives

Union Affiliation, if applicable
local 175

Total (Col. #1-10): 3

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

Total Female
(Col. #6-10): 0

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

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

Chen



SIGNATURE PAGE

I, (print name of authorized official signing) John Pizzurro hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

JPizzurro Landscaping Corp

Name of person who prepared this Employment Report

John Pizzurro

Title

President

Name of official authorized to sign on behalf of the contractor

John Pizzurro

Title

President

Telephone Number

(718) 531-6084

Signature of authorized official

JP

Date

3/17/16

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

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

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this 17th day of March 2016

JOANNA MARIA CASCIO
Notary Public, State of New York
No. 01CA6328330
Qualified in Kings County
Commission Expires July 27, 2019

Authorized Signature

Joanna Cascio

Date

3/17/16

CONSTRUCTION EMPLOYMENT REPORT

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

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

☐ Locally Based Business Enterprise
☐ Emerging Business Enterprise

2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes _____ No _____

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes ☐ No ☐

4. Is this project subject to a project labor agreement? Yes _____ No _____

5. Are you a Union contractor? Yes ____ No ____ If yes, please list which local(s) you affiliated with _____

6. Are you a Veteran owned company? Yes _____ No _____

7. Employer Identification Number or Federal Tax I.D. Email Address

8. Company Name

9. Company Address and Zip Code

10. _____
Chief Operating Officer Telephone Number

11.

Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same")	Telephone Number
---	-------------------------

12. Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- ___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- ___ (b) Disability, life, other insurance coverage/description
- ___ (c) Employee Policy/Handbook
- ___ (d) Personnel Policy/Manual
- ___ (e) Supervisor's Policy/Manual
- ___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- ___ (g) Collective bargaining agreement(s).
- ___ (h) Employment Application(s)
- ___ (i) Employee evaluation policy/form(s).
- ___ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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

- | | | |
|--|--------|-------|
| (a) Prior to job offer | Yes___ | No___ |
| (b) After a conditional job offer | Yes___ | No___ |
| (c) After a job offer | Yes___ | No___ |
| (d) Within the first three days on the job | Yes___ | No___ |
| (e) To some applicants | Yes___ | No___ |
| (f) To all applicants | Yes___ | No___ |
| (g) To some employees | Yes___ | No___ |
| (h) To all employees | Yes___ | No___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No___

If yes, is the medical examination given:

- | | | |
|-----------------------------------|--------|-------|
| (a) Prior to a job offer | Yes___ | No___ |
| (b) After a conditional job offer | Yes___ | No___ |
| (c) After a job offer | Yes___ | No___ |
| (d) To all applicants | Yes___ | No___ |
| (e) Only to some applicants | Yes___ | No___ |

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

24. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

If yes, list the document(s) and page number(s) where these written policies are located.

25. Does the company have a current affirmative action plan(s) (AAP)

- ___ Minorities and Women
___ Individuals with handicaps
___ Other. Please specify _____

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

If yes, attach an internal complaint log. See instructions.

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

SIGNATURE PAGE

I, (print name of authorized official signing) _____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

Name of person who prepared this Employment Report Title

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

Telephone Number

Signature of authorized official Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

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

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public

Authorized Signature

Date

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

1. Do you plan to subcontract work on this contract? Yes ☐ No ☐
2. If yes, complete the chart below.

NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT

*If subcontractor is presently unknown, please enter the trade (craft name).

OWNERSHIP CODES

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

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

MALES

FEMALES

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

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

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

**Total Female
(Col. #6 – 10):**

[illegible]

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

MALES

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

FEMALES

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

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J

H

A

TRN

TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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

(NO TEXT ON THIS PAGE)

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor____ Subcontractor x
- 1a. Are M/WBE goals attached to this project? Yes _____ No _____
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

<input type="checkbox"/> Minority Owned Business Enterprise	<input type="checkbox"/> Locally Based Business Enterprise
<input type="checkbox"/> Women Owned Business Enterprise	<input type="checkbox"/> Emerging Business Enterprise
<input type="checkbox"/> Disadvantaged Business Enterprise	
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes _____ No _____
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes _____ No _____
4. Is this project subject to a project labor agreement? Yes _____ No _____
5. Are you a Union contractor? Yes _____ No _____ If yes, please list which local(s) you affiliated with _____
6. Are you a Veteran owned company? Yes _____ No _____

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. _____
Employer Identification Number or Federal Tax I.D. _____ Email Address _____
8. _____
Company Name _____
9. _____
Company Address and Zip Code _____
10. _____
Chief Operating Officer _____ Telephone Number _____
11. _____
Designated Equal Opportunity Compliance Officer _____ Telephone Number _____
(If same as Item #10, write "same")
12. _____
Name of Prime Contractor and Contact Person _____
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No___ If yes,

Date submitted: _____
Agency to which submitted: _____
Name of Agency Person: _____
Contract No: _____
Telephone: _____

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

- ___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- ___ (b) Disability, life, other insurance coverage/description
- ___ (c) Employee Policy/Handbook
- ___ (d) Personnel Policy/Manual
- ___ (e) Supervisor's Policy/Manual
- ___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- ___ (g) Collective bargaining agreement(s).
- ___ (h) Employment Application(s)
- ___ (i) Employee evaluation policy/form(s).
- ___ (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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

- | | | |
|--|--------|-------|
| (a) Prior to job offer | Yes___ | No___ |
| (b) After a conditional job offer | Yes___ | No___ |
| (c) After a job offer | Yes___ | No___ |
| (d) Within the first three days on the job | Yes___ | No___ |
| (e) To some applicants | Yes___ | No___ |
| (f) To all applicants | Yes___ | No___ |
| (g) To some employees | Yes___ | No___ |
| (h) To all employees | Yes___ | No___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No___

If yes, is the medical examination given:

- | | | |
|-----------------------------------|--------|-------|
| (a) Prior to a job offer | Yes___ | No___ |
| (b) After a conditional job offer | Yes___ | No___ |
| (c) After a job offer | Yes___ | No___ |
| (d) To all applicants | Yes___ | No___ |
| (e) Only to some applicants | Yes___ | No___ |

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

24. Do you have a written equal employment opportunity (EEO) policy? Yes___ No___

If yes, list the document(s) and page number(s) where these written policies are located.

25. Does the company have a current affirmative action plan(s) (AAP)

- ___ Minorities and Women
- ___ Individuals with handicaps
- ___ Other. Please specify _____

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

If yes, attach an internal complaint log. See instructions.

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

SIGNATURE PAGE

I, (print name of authorized official signing) _____ hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Contractor's Name

Name of person who prepared this Employment Report

Title

Name of official authorized to sign on behalf of the contractor

Title

Telephone Number

Signature of authorized official

Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

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

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public

Authorized Signature

Date

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

1. Do you plan to subcontract work on this contract? Yes ☐ No ☐
2. If yes, complete the chart below.

NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT

***If subcontractor is presently unknown, please enter the trade (craft name).**

OWNERSHIP CODES

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

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

Trade:	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
Union Affiliation, if applicable										
Total (Col. #1-10):										
Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10):										
Total Female (Col. #6 - 10):										
J										
H										
A										
TRN										
TOT										

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 – 10): _____

MALES

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

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J				
H				
A				
TRN				
TOT				

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

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

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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

FORM C: CURRENT WORKFORCE

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

MALES

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

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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

(NO TEXT ON THIS PAGE)

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

Date _____

File Number _____

**LESS THAN \$750,000 SUBCONTRACT CERTIFICATE
(CITY, STATE AND ICIP ONLY)**

Are you currently certified as one of the following? Please check yes or no:

MBE Yes ___ No ___ WBE Yes ___ No ___ LBE Yes ___ No ___

DBE Yes ___ No ___ EBE Yes ___ No ___

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

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___ Minority Owned Business Enterprise

___ Locally based Business Enterprise

___ Women Owned Business Enterprise

___ Emerging Business Enterprise

___ Disadvantaged Business Enterprise

Company Name _____

Employer Identification Number or Federal Tax I.D. _____

Company Address and Zip Code _____

Contact Person (First Name, Last Name) _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Description and location of proposed subcontract: _____

Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with _____

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)
(City contracts only)

Contract Registration Number (CT#)
(City contracts only)

Block and Lot Number
(ICIP projects only)

Contract Amount

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

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

Signature of authorized official

Date

Sworn to before me this _____ day of _____ 20 _____
Only original signatures accepted.

Notary Public

Authorized Signature

Date

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: GQBB09-01

GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: MARCH 29, 2016

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 3 of 3, Page I-3,
Article "w", third line from bottom;
Delete the item Nos. "PM-03 and PM-04".
2. Refer to the Bid and Contract Documents, Volume 3 of 3, Pages I-154
through I-169;
Delete the Pages I-154 through I-169, in its entirety;
Substitute the revised pages I-154 (R) through I-169 (R) as contained on
attached

END OF ADDENDUM NO. 1


By signing in the space provided below, the bidder acknowledges receipt
of this Addendum consisting of one (1) page and nineteen (19) pages of attachment.

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


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

J. Pizzicusso Landscaping Co.-P.
Name of Bidder

By:

 vice President
Joseph Pizzicusso

Print

Printed on: 3/31/2016

Purchase Processed by: Morenike Bourn

City of New York
Department of Design and Construction
FOR PLANS AND CONTRACT DOCUMENTS

Receipt number DC - 000034885

Received from: J.PIZZIRUSSO LANDSCAPING CORP
 7104 AVENUE W
 BROOKLYN, NY 11234

Phone: (718) 531-6084 Fax: (718) 531-6677

Cell:

The sum of \$35.00 dollars was paid for 1 document package(s) at \$35.00 each.

Form of payment: Company Check

Check No.: 1013

Book_No: 7

Project #: RWK013

Project Description: REHABILITATION OF RETAINING WALLS - BOROUGHES OF BROOKLYN, QUEENS
 AND THE BRONX

of Addenda: 0

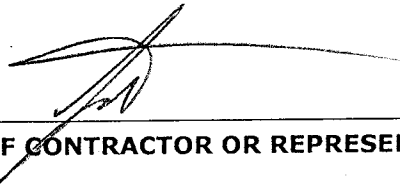
THE ABOVE ADDENDA, ISSUED TO DATE FOR THIS PROJECT, HAVE BEEN
 ENCLOSED WITH THE CONTRACT DOCUMENTS. IT IS INCUMBENT UPON
 BIDDER TO ASCERTAIN THAT HE HAS RECEIVED ALL ADDENDA PRIOR TO BID
 OPENING DATE AND TO SUBMIT ALL ADDENDA (SIGNED) WITH BID SUBMISSION.

I HAVE RECEIVED THE ABOVE ADDENDA

BY: _____

CONTRACT SECTION

SIGNATURE OF CONTRACTOR OR REPRESENTATIVE



Print



Print

Printed on: 3/31/2016

Purchase Processed by: Morenike Bourn

City of New York
Department of Design and Construction
FOR PLANS AND CONTRACT DOCUMENTS

Receipt number DC - 000034886

Received from: J. PIZZIRUSSO LANDSCAPING CORP
7104 AVENUE W
BROOKLYN, NY 11234
Phone: (718) 531-6084 Fax: (718) 531-6677
Cell:

The sum of \$35.00 dollars was paid for 1 document package(s) at \$35.00 each.

Form of payment: Company Check

Check No.: 221055

Book No: 13

Project #: GQBB09-01

Project Description: GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1 -
BOROUGH OF QUEENS & BROOKLYN

of Addenda: 0

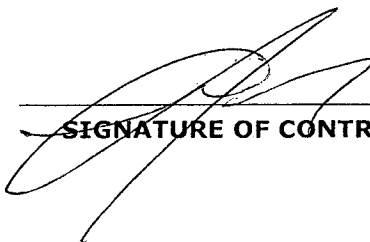
THE ABOVE ADDENDA, ISSUED TO DATE FOR THIS PROJECT, HAVE BEEN
ENCLOSED WITH THE CONTRACT DOCUMENTS. IT IS INCUMBENT UPON
BIDDER TO ASCERTAIN THAT HE HAS RECEIVED ALL ADDENDA PRIOR TO BID
OPENING DATE AND TO SUBMIT ALL ADDENDA (SIGNED) WITH BID SUBMISSION.

I HAVE RECEIVED THE ABOVE ADDENDA

BY: _____

CONTRACT SECTION

SIGNATURE OF CONTRACTOR OR REPRESENTATIVE



Print





**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID. QBB09-01

**GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK**

Contractor.

Dated _____, 20_____



**Department of
Design and
Construction**

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

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

VOLUME 2 OF 3

**INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED
FOR:

PROJECT ID: GQBB09-01

**GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA,
STAGE 1**

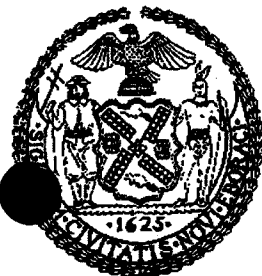
**(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY
IN-HOUSE

DECEMBER 30, 2015



16-111



**Department of
Design and
Construction**

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

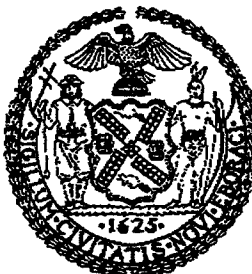
30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 2 OF 3

**INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED

PROJECT ID:



FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY

July 1, 2015

NOTICE TO BIDDERS

Please be advised that the City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is significantly different from the 2008 version previously used by the City. A listing of some of the significant changes is provided below. This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document should there be any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

In 2008, the City embarked on a pilot project to test the use of new construction contract language altering the allocation of the risk of project delays, as between the City and the contractor. The City has determined to make the pilot project language the standard language for all City construction contracts. Accordingly, there is now one Standard City Construction Contract that is to be used by all agencies for all bids released after the release of the new contract. The damages for delay language is Article 11. Please note that changes have been made to the damages for delay provisions from the pilot to the adopted version.

ARTICLE 22 INSURANCE

Changes have been made to the insurance provisions, including incorporating requirements that the insurance provided comply with recent NYC Department of Buildings regulations specifying required dollar limits for CGL insurance for certain projects and requiring proof of builder's risk insurance prior to Work commencing rather than within 10 days of award.

ARTICLE 26 EXTRA WORK

The percentage paid for overhead for Extra Work pursuant to Section 26.1.11 is increased from 10% to 12% and the calculation of Worker's Compensation insurance costs reimbursed for Extra Work has been clarified.

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

The provisions governing Labor Law provisions have been tightened, including requirements the employee identification cards include a photo (unless the requirement is waived), a prohibition on cash payments to employees and subcontractors, and clear enforcement authority requirements.

ARTICLE 70 ELECTRONIC FILING

A provision is added to make mandatory the electronic filing of certain alteration permits with the Department of Buildings.

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE 14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

The Commissioner is no longer required to issue a substantial completion determination in addition to the already existing requirement that the Engineer issue a substantial completion determination and reach an agreement on a punch list of remaining work. Now, the Engineer, when issuing the punch list to the Contractor, must also include a proposed schedule for the completion of the punch list. The Contractor may propose an alternative schedule that is subject to the approval of the Engineer. If the Contractor fails to respond to the Engineer's proposed schedule, the Engineer's schedule is deemed accepted.

ARTICLE 15 LIQUIDATED DAMAGES

The contract is revised to match Schedule A to provide that liquidated damages are available only until substantial completion.

ARTICLE 17 SUBCONTRACTS

The requirements for prior approval of subcontractors, and for contractors to be responsible for the actions of their subcontractors, have been tightened. The requirement that the Contractor list subcontractors in the City's Payee Information Portal has been added; the provision was previously attached as a rider.

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

The Payment Guaranty provisions, which apply when the City does not require the Contractor to obtain payment bonds, has been significantly revised to track the requirements of State Finance law 137.

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

The recordkeeping requirement that currently apply to payments for Time & Materials for extra work are expressly made applicable to regular work that is paid for on a T & M basis.

ARTICLE 35 EMPLOYEES

The whistleblower provisions of local law are added to the construction contract. They previously have been attached as a rider.

**ARTICLE 38 PAYROLL REPORTS
ARTICLE 77 RECORDS RETENTION**

Requirements that records be maintained for six years and directions on how such records must be made available.

ARTICLE 42 PARTIAL PAYMENTS

Increased flexibility has been provided for when contractors may submit invoices.

ARTICLE 62 TAX EXEMPTION

The provisions identifying the State tax exemption for municipalities are revised to more clearly describe State law.

(NO TEXT ON THIS PAGE)

HIRING AND EMPLOYMENT RIDER:
HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York ("the City") found within the Department of Small Business Services's ("SBS") website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospect.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor's representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,

and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.

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PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

**NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (DEC. 2013)
INSURANCE RIDER**

The following provisions supersede the corresponding provisions in the December 2013 version of the New York City Standard Construction Contract:

1. Section 22.1.1(c) provides as follows:

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

2. Section 22.3.3 provides as follows:

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

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CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURES**

INFORMATION FOR BIDDERS

JUNE 2015

(NO TEXT ON THIS PAGE)

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

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INFORMATION FOR BIDDERS

1. Description and Location of Work

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

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

8. Examination and Viewing of Site

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

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

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

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

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

38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

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

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

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

**FAILURE TO SUBMIT ITEMS (4) THROUGH (9)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

- I. POLICY ON SITE SAFETY
- II. PURPOSE
- III. DEFINITIONS
- IV. RESPONSIBILITIES
- V. SAFETY QUESTIONNAIRE
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW
- VIII. EVALUATION DURING WORK IN PROGRESS
- IX. SAFETY PERFORMANCE EVALUATION

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support- Quality Assurance and Construction Safety

I. POLICY ON SITE SAFETY

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

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

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

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

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

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

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

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

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

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

IV. RESPONSIBILITIES

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

A. DDC or CM Resident Engineer / Construction Project Manager

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

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

B. Contractors

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

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

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

V. SAFETY QUESTIONNAIRE

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

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

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

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

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VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

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

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

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

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

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

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

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

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

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

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

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

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VIII. EVALUATION DURING WORK IN PROGRESS

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

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director - QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

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

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WITNESSETH:

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

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

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

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

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

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

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

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

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

5.4.3 Best Available Technology

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

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

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

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

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

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. On failure of the **Contractor** to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the **Commissioner** shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages provided, however, that the amount of compensation due to the **Contractor** will not be determined until the **Commissioner** determines that the **Work** is delayed after the date set for substantial completion.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

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

11.4 Compensable Delays

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

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

11.4.1.2 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.

11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.

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

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

11.4.1.7 Delays not contemplated by the parties;

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

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

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

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

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

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

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

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods** of

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the **City**;

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.

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

11.7 Recoverable Costs

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

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

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

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

11.7.1.4 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended **Site** overhead; and

11.7.1.7 Extended home office overhead.

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

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

11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature;

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

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

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

11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the **Engineering Audit Officer**, and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

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

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

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

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

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

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

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

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

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

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

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. ASSIGNMENTS

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

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

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

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

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

CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

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

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

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

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

19.3.2 To indemnify the City against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right

to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

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

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

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

ARTICLE 22. INSURANCE

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

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

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

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

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

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

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

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

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

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

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

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

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

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

22.1.7 Marine Insurance:

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

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

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

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

22.2 General Requirements for Insurance Coverage and Policies:

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

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

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

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

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

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

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

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

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

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

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

22.4 Operations of the Contractor:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

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

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

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

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

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

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

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

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

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

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

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

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

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

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

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

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

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller**

shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

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

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

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

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

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

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

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

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

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

CHAPTER VI
CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

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

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

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

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

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

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

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

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the

item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 Extra Work: For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article

25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to Commissioner.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 **Response.** Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the

Comptroller any material not presented to the **Commissioner** except at the request of the **Comptroller**.

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

27.5.4 Opportunity of Comptroller to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 Form and Content of Petition by Contractor. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall

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

27.7.2 Agency Response. Within thirty (30) **Days** of its receipt of the Petition by the City Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

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

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the City Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB Rules**. The Required Payment Date shall be thirty (30) **Days** after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution

Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:

28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) Days after submission.

28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with

respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES: PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII

POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program

registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

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

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the CCPO, ACCO, Agency head, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "**Commissioner of Labor**") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such **Commissioner of Labor** shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the **Commissioner of Labor** shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City** Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of

Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB Rules** in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB Rules**.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB Rules**.

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

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

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

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 **A Final Approved Punch List.**

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any

claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

CHAPTER X CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or
if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other**

Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

**CHAPTER XI
MISCELLANEOUS PROVISIONS**

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or Law relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by Law.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

63.7 The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The Commissioner may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and

material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City Department of Business Services**, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand

(\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered _____.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: _____ Dollars, (\$ _____), this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

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

76.2 The Commissioner may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to

which the Agency may waive the requirements of this Article 76 for payment in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77. RECORDS RETENTION

77.1 The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of this Contract, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

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

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

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE Utilization Plan** has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE Utilization Plan**, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE Utilization Plan** in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE Utilization Plan** has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its **M/WBE Utilization Plan**.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE Utilization Plan**. (a) A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE Utilization Plan** if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to **DSBS**;
- (viii) Description of how recommendations made by **DSBS** and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's **M/WBE officer** shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE Utilization Plan** and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE Utilization Plan**, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE Utilization Plan**.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the **M/WBE** Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

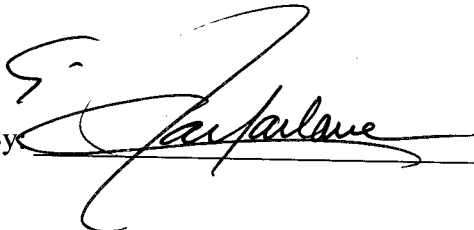
4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

^{Deputy}
IN WITNESS WHEREOF, The Commissioner on behalf of the City of New York, and the Contractor have executed this agreement in triplicate, one part of which is to remain with the Commissioner, one other to be filed with the Comptroller of the City, and the third to be delivered to the Contractor.

By 

THE CITY OF NEW YORK

^{Deputy}
For the Commissioner

J. Pizzirusso Landscaping Corp.

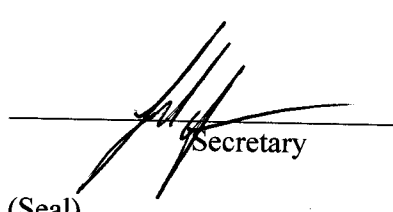
Name of Contractor



By: Joseph Pizzirusso, U.P.

(Member of Firm or Officer
of Corporation)

(WHERE CONTRACTOR IS A CORPORATION, ADD):
ATTEST:


Secretary
(Seal)

ACKNOWLEDGMENT BY INDIVIDUAL

State, City and County of New York, ss.

On this _____ day of _____ 20____ before me personally came

_____ known to me to be the same person described and who executed the foregoing instrument and (s)he acknowledged to me that (s)he executed the same for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY CORPORATION

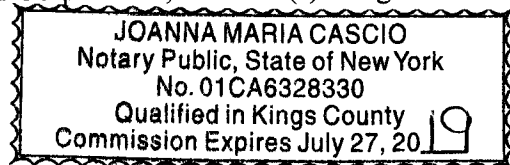
State, City and County of New York, ss.

On this 28th day of June 2016 before me personally came

Joseph Pizzaruso who being by me duly sworn, did depose and say that (s)he resides in the City of New York that (s)he is the Vice President of J. Pizzaruso Landscaping Corp.

the Corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said Corporation: that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.

Joanna Cascio
Notary Public or Commissioner of Deeds



ACKNOWLEDGMENT OF PARTNERSHIP

State of New York, County of _____ ss.

On this _____ day of _____ 20____ before me personally came

_____ to known to me to be a member of

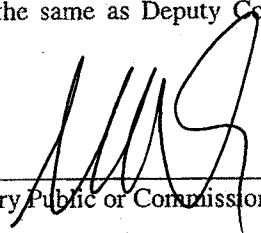
_____ the firm described in and which executed the foregoing instrument and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 30 day of June, 2016, before me personally came Eric MacFarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.



Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Nine million One hundred Ten
Thousand

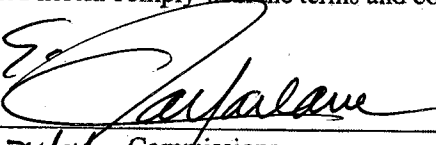
Dollars (\$ 9,110,000.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

6QBB 09-01

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.


Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,

That we, _____

hereinafter referred to as the "Principal,"

and, _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of _____

(\$ _____) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #1 (Pages 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____, 20_____
(Seal)

Principal (L.S.)

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:,

That we, _____

hereinafter referred to as the "Principal,"

and, _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of _____

(\$ _____) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J. Pizzirusso Landscaping Corp., 7104 Avenue W., Brooklyn, NY 11234-6647

hereinafter referred to as the "Principal,"

and, United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07960

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Nine Million One Hundred Ten Thousand Dollars and 00/100 - - -

(\$ 9,110,000.00 - - -) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

GQBB09-01 Green Infrastructure Bowery Bay Drainage Area - Stage 1

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making



Department of
Design and
Construction

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID. GQBB09-01

GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK

J. Pizzinasso Landscaping Corp.
Contractor.

Dated June 28, 20 16

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

K.T. 2/19/16

Dated February 19, 20 16

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

(Seal) _____ 29th _____ day of June _____ 20 16 _____

J. Pizzirusso Landscaping Corp _____ (L.S.)
Principal

(Seal)

By: _____
Joseph Pizzirusso, Vice-President
Surety

(Seal)

United States Fire Insurance Company
By: _____
Victoria Rivera, Attorney-in-Fact
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Kings ss:

On this 29th day of June, 20 10 before me personally

came Joseph Pizzirusso

to me known, who, being by me duly sworn did depose and say that he resides

at Nassau County

; that he/she is the Vice President

of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Joanna Cascio
Notary Public or Commissioner of Deeds.

JOANNA MARIA CASCIO
Notary Public, State of New York
No. 01CA6328330
Qualified in Kings County
Commission Expires July 27, 2019

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally

came _____

to me known, who, being by me duly sworn did depose and say that he/she resides

at _____

; that he/she is _____ partner of

_____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally

came _____

to me known, who, being by me duly sworn did depose and say that he/she resides

at _____

_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK
DDC

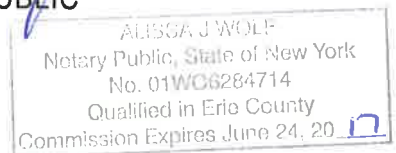
ACKNOWLEDGEMENT OF SURETY

STATE OF New York)
COUNTY OF ERIE) ss
)

On this 29th day of June in the year 2016, before me personally
came Victoria Rivera , to me known, who, being by me duly sworn, did depose
and say that he/she/they reside (s) Erie County, New York , that he/she/they (is) (are) the
Attorney- in -Fact duly appointed of the United States Fire Insurance Company
the corporation described in and which executed the above instrument; that he/she/they
know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate
seal; that it was so affixed by authority of the board of directors of said corporation, and that
he/she/they signed his/her/their name(s) thereto by like authority.



NOTARY PUBLIC



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

23260

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Loriann Fay, Timothy M. Toole, Victoria Rivera, Alissa J. Wolf

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29th day of June, 2016.



UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2015

ASSETS	
Bonds (Amortized Value).....	1,495,155,505
Preferred Stocks (Market Value).....	484,500
Common Stocks (Market Value).....	901,314,732
Cash, Cash Equivalents, and Short Term Investments.....	604,225,315
Derivatives.....	39,827,482
Other Invested Assets.....	224,100,050
Investment Income Due and Accrued.....	18,066,593
Premiums and Considerations.....	205,488,026
Amounts Recoverable from Reinsurers.....	19,080,674
Funds Held by or Deposited with Reinsured Companies.....	6,844,064
Current Income Taxes Recoverable.....	544,326
Net Deferred Tax Asset.....	148,771,852
Electronic Data Processing Equipment.....	1,665,942
Receivables from Parent, Subsidiaries and Affiliates.....	18,736,816
Other Assets.....	51,796,010
TOTAL ASSETS.....	3,736,101,887

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,431,511,851
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	69,562,777
Loss Adjustment Expenses.....	413,364,003
Commissions Payable, Contingent Commissions and Other Similar Charges.....	4,385,281
Other Expenses (Excluding Taxes, Licenses and Fees).....	51,776,768
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,118,274
Unearned Premiums.....	472,803,308
Advance Premium.....	3,752,245
Ceded Reinsurance Premiums Payable.....	12,773,562
Funds Held by Company under Reinsurance Treaties.....	12,781,102
Amounts Withheld by Company for Account of Others.....	48,634,791
Provision for Reinsurance.....	2,198,098
Payable to Parent, Subsidiaries and Affiliates.....	3,960,630
Other Liabilities.....	11,524,874
TOTAL LIABILITIES.....	\$2,558,147,564
Common Capital Stock.....	10,914,000
Gross Paid In and Contributed Surplus.....	983,756,061
Unassigned Funds (Surplus).....	183,284,262
Surplus as Regards Policyholders.....	1,177,954,323
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$3,736,101,887

I, Patrick Rossi Jr., Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2015, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2016.
UNITED STATES FIRE INSURANCE COMPANY



Patrick Rossi Jr.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, J. Pizzirusso Landscaping Corp.,

7104 Avenue W., Brooklyn, NY 11234-6647

hereinafter referred to as the "Principal", and United States Fire Insurance Company

305 Madison Avenue, Morristown, NJ 07960

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Nine Million One Hundred Ten Thousand Dollars and 00/100 - - -

(\$9,110,000.00 - - -) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

GQBB09-01 Green Infrastructure Bowery Bay Drainage Area - Stage 1

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 29th day of June, 2016.

(Seal)

J. Pizzirusso Landscaping Corp (L.S.)
Principal

By: [Signature]
Joseph Pizzirusso, Vice-President

(Seal)

United States Fire Insurance Company
Surety

By: [Signature]
Victoria Rivera, Attorney-in-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Kings ss:

On this 29th day of June, 2016, before me personally came Joseph Pizzirusso to me known, who, being by me duly sworn did depose and say that he resides at Nassau County that he is the Vice President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



Joanna Cascio
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

ACKNOWLEDGEMENT OF SURETY

STATE OF New York)
COUNTY OF ERIE) ss
)

On this 29th day of June in the year 2016, before me personally
came Victoria Rivera, to me known, who, being by me duly sworn, did depose
and say that he/she/they reside (s) Erie County, New York, that he/she/they (is) (are) the
Attorney- in -Fact duly appointed of the United States Fire Insurance Company
the corporation described in and which executed the above instrument; that he/she/they
know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate
seal; that it was so affixed by authority of the board of directors of said corporation, and that
he/she/they signed his/her/their name(s) thereto by like authority.



NOTARY PUBLIC

ALISSA J WOLF
Notary Public, State of New York
No. 01W06284714
Qualified in Erie County
Commission Expires June 24, 2017

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

23261

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Loriann Fay, Timothy M. Toole, Victorla Rivera, Alissa J. Wolf

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29th day of June, 2016



UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2015

ASSETS	
Bonds (Amortized Value).....	1,495,155,505
Preferred Stocks (Market Value).....	484,500
Common Stocks (Market Value).....	901,314,732
Cash, Cash Equivalents, and Short Term Investments.....	604,225,315
Derivatives	39,827,482
Other Invested Assets.....	224,100,050
Investment Income Due and Accrued.....	18,066,593
Premiums and Considerations.....	205,488,026
Amounts Recoverable from Reinsurers.....	19,080,674
Funds Held by or Deposited with Reinsured Companies.....	6,844,064
Current Income Taxes Recoverable.....	544,326
Net Deferred Tax Asset.....	148,771,852
Electronic Data Processing Equipment.....	1,665,942
Receivables from Parent, Subsidiaries and Affiliates.....	18,736,816
Other Assets.....	51,796,010
TOTAL ASSETS.....	3,736,101,887

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,431,511,851
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	69,562,777
Loss Adjustment Expenses.....	413,364,003
Commissions Payable, Contingent Commissions and Other Similar Charges.....	4,385,281
Other Expenses (Excluding Taxes, Licenses and Fees).....	51,776,768
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,118,274
Unearned Premiums.....	472,803,308
Advance Premium.....	3,752,245
Ceded Reinsurance Premiums Payable.....	12,773,562
Funds Held by Company under Reinsurance Treaties.....	12,781,102
Amounts Withheld by Company for Account of Others.....	48,634,791
Provision for Reinsurance.....	2,198,098
Payable to Parent, Subsidiaries and Affiliates.....	3,960,630
Other Liabilities.....	11,524,874
TOTAL LIABILITIES.....	\$2,558,147,564
Common Capital Stock.....	10,914,000
Gross Paid In and Contributed Surplus.....	983,756,061
Unassigned Funds (Surplus).....	183,284,262
Surplus as Regards Policyholders.....	1,177,954,323
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$3,736,101,887

I, Patrick Rossi Jr., Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2015, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2016.
UNITED STATES FIRE INSURANCE COMPANY



Performance Bond #1 (Pages 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____ 20_____
(Seal)

Principal (L.S.)

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he resides at _____

_____ ; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK
DDC

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

(\$ _____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal)

Principal (L.S.)

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

(NO TEXT ON THIS PAGE)

SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the work under this contract.

In the event that a trade not listed in the classification of trades required to be used at the time of the award of the contract is in fact employed during the performance of this contract, the Contractor shall be required to obtain from the agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this contract at the price at which the contract was awarded.

<u>CODE</u>	<u>CLASSIFICATION</u>
15 42 001	Rigger
15 42 002	Sign Erector
16 11 001	Gardener
16 11 002	Tree Pruner
16 11 003	Tree Remover
16 11 011	Asphalt Raker (Highway & Paving)
16 11 012	Tamper (Highway & Paving)
16 11 013	Curbsetter (Highway & Paving)
16 11 014	Formsetter (Highway & Paving)
16 11 015	Rammerman (Highway & Paving)
16 11 016	Laborer (Highway & Paving)
16 11 017	ALL OTHER TITLES (Highway & Paving)
16 23 001	Laborer
16 23 002	Operating Engineer (Heavy Construction-Maintenance)
16 23 003	Junior Operating Engineer
16 23 004	Junior Operating Engineer
16 23 005	Junior Operating Engineer
16 23 006	Fireman (Heavy Construction)
16 23 007	Oiler (Heavy Construction)
16 23 051	Surveyor-Heavy Construction
16 23 052	Surveyor-Heavy Construction-Instrument Man
16 23 053	Surveyor-Heavy Construction-Rodman
16 23 057	Surveyor-Land Surveying-Party Chief
16 23 058	Surveyor-Land Surveying-Instrument Man
16 23 059	Surveyor-Land Surveying-Rodman

<u>CODE</u>	<u>CLASSIFICATION</u>
16 23 061	Operating Engineer-Road & Heavy Construction
16 23 062	Operating Engineer-Paving
16 23 063	Operating Engineer-Concrete
16 23 071	Teamster-Heavy Equipment Trailer Driver
16 23 072	Teamster-Dump Truck Driver
16 23 073	Teamster-Flat Bed Trailer Driver (3-Axle)
16 23 074	Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001	Bricklayer
17 41 002	Mason Tender
17 41 004	Cement Mason
17 42 002	Metallic Lather
17 51 001	Carpenter
17 51 002	Dock Builder
17 71 001	Cement & Concrete Worker
17 91 001	Structural Iron Worker
17 95 001	Barman
17 96 021	Derrickmen & Riggers
17 99 001	Ornamental Iron Worker
17 99 002	Sandblaster
17 99 005	Pointers (Waterproofer)
17 99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.95**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.89**

Supplemental Benefit Rate per Hour: **\$41.19**

Blaster (Hydraulic)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$47.71
Supplemental Benefit Rate per Hour: \$41.19

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$42.25
Supplemental Benefit Rate per Hour: \$41.19

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$41.46
Supplemental Benefit Rate per Hour: \$41.19

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$40.42
Supplemental Benefit Rate per Hour: \$41.19

Blaster - Powder Carriers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$36.53
Supplemental Benefit Rate per Hour: \$41.19

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$35.25
Supplemental Benefit Rate per Hour: \$41.19

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$34.50
Supplemental Benefit Rate per Hour: \$41.19

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$20.68
Supplemental Benefit Rate per Hour: \$41.19

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$51.56

Supplemental Benefit Rate per Hour: \$41.69

Supplemental Note: For time and one half overtime - \$61.94 For double overtime - \$82.18

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$48.91

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$46.65

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$49.60

Supplemental Benefit Rate per Hour: \$43.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$26.57

Supplemental Note: \$29.32 on Saturdays; \$32.07 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

CEMENT MASON

Cement Mason

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$39.80**

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.82**

Supplemental Benefit Rate per Hour: **\$22.69**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Core Driller Helper

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$29.44

Supplemental Benefit Rate per Hour: \$22.69

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$22.69

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.55

Supplemental Benefit Rate per Hour: \$22.69

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.61

Supplemental Benefit Rate per Hour: \$22.69

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.84**

Supplemental Benefit Rate per Hour: **\$49.28**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$50.70 - For work performed in Staten Island.

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$63.82**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$46.65

Diver Tender (Marine)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.47

Supplemental Benefit Rate per Hour: \$46.65

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$46.65

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.53

Supplemental Benefit Rate per Hour: \$41.59

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.58

Driver - Tractor Trailer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$43.35

Supplemental Note: For over 40 hours worked: at time and one half - \$16.65; at double time - \$22.20

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.06

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

Supplemental Benefit Rate per Hour: \$43.35

Supplemental Note: Over 40 hours worked: time and one half rate \$16.65 double time rate \$22.20

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.30

Supplemental Benefit Rate per Hour: \$40.02

Supplemental Note: Over 40 hours worked: time and one half rate \$13.90, double time rate \$18.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Day Shift)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Swing Shift)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$63.36

Supplemental Benefit Rate per Hour: \$56.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$95.04

Supplemental Benefit Rate per Hour: \$60.91

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$70.97

Supplemental Benefit Rate per Hour: \$62.78

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$106.46

Supplemental Benefit Rate per Hour: \$67.23

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.39.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

First and Second Year "M" Wage Rate Per Hour: \$23.00

First and Second Year "M" Supplemental Rate: \$18.56

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.25

Supplemental Benefit Rate per Hour: \$22.54

First and Second Year "M" Wage Rate Per Hour: \$34.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

First and Second Year "M" Supplemental Rate: \$20.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2015 - 3/9/2016

Wage Rate per Hour: **\$31.40**

Supplemental Benefit Rate per Hour: **\$14.76**

Supplemental Note: \$13.26 only after 8 hours worked in a day

Effective Period: 3/10/2016 - 6/30/2016

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$15.47**

Supplemental Note: \$13.97 only after 8 hours worked in a day

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

Electrician - Electro Pole Foundation Installer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.93

Supplemental Benefit Rate per Hour: \$39.46

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$35.05

Supplemental Benefit Rate per Hour: \$35.51

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2015 - 3/16/2016

Wage Rate per Hour: \$59.55

Supplemental Benefit Rate per Hour: \$31.07

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2016 - 6/30/2016

Wage Rate per Hour: \$60.96

Supplemental Benefit Rate per Hour: \$32.67

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2015 - 3/16/2016

Wage Rate per Hour: \$46.92

Supplemental Benefit Rate per Hour: \$30.91

Effective Period: 3/17/2016 - 6/30/2016

Wage Rate per Hour: \$47.91

Supplemental Benefit Rate per Hour: \$32.51

Overtime Description

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE**

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$64.31**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: **\$61.60** on overtime

Shift Wage Rate: **\$102.90**

Engineer - Heavy Construction Operating Engineer II

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.40

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$99.84

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.20

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$94.72

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.11

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$99.38

Engineer - Heavy Construction Maintenance Engineer II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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On Base Mounted Tower Cranes

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$81.54**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$130.46**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.04**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$65.66**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$42.11**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$67.38**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$56.02**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$89.63**

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Guniting Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$38.79**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$62.06**

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Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$59.77**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$95.63**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$55.95**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$89.52**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$42.64**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$68.22**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$56.88**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.22**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$54.08**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.21**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$37.04

Supplemental Benefit Rate per Hour: \$18.60

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$30.59

Supplemental Benefit Rate per Hour: \$18.60

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$26.52

Supplemental Benefit Rate per Hour: \$18.60

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)

(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$60.77

Supplemental Benefit Rate per Hour: \$32.40

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.20

Supplemental Benefit Rate per Hour: \$32.40

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$30.49**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$66.43**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.82**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

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§220 PREVAILING WAGE SCHEDULE

Field Engineer - HC Rodperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.99**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$62.26**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.57**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2015 - 6/30/2016

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§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$32.61**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$71.75**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: **\$114.80**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$74.29**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$118.86

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$76.67
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$122.67

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$74.84
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$119.74

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$73.36
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$117.38

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$69.69
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$111.50

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

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Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$56.25

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$90.00

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.63

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$55.03

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$66.26

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$106.02

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$60.89

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$97.42

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.28

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$75.65

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

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Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$70.42**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$112.67**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$68.19**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$109.10**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$65.20**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$104.32**

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$43.91**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$70.26**

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$62.25**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: **\$55.10** overtime hours
Shift Wage Rate: **\$99.60**

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Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.74

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$100.38

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$90.09

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$144.14

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$69.69

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$111.50

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$67.87

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$108.59

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$57.40

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$91.84

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Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$74.51

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.25

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.51

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$77.40

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$123.84

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$74.37

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$118.99

Operating Engineer - Steel Erection III

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Compressors, Welding Machines.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.09

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$70.54

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.98

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$67.17

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$61.27

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.85

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$69.76

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work IV

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$73.91**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$68.09**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$67.37**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$53.54**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: \$55.10 overtime hours

For New House Car projects Wage Rate per Hour **\$42.70**

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2015 - 10/31/2015

Wage Rate per Hour: **\$43.35**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$45.34**

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.95**

Supplemental Benefit Rate per Hour: **\$36.84**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$45.59**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.68

Supplemental Benefit Rate per Hour: \$19.54

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$57.38

Supplemental Benefit Rate per Hour: \$37.41

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.

8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

**HOUSE WRECKER
(TOTAL DEMOLITION)**

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.52**

Supplemental Benefit Rate per Hour: **\$26.86**

House Wrecker - Tier B

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$24.90**

Supplemental Benefit Rate per Hour: **\$19.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.20

Supplemental Benefit Rate per Hour: \$47.67

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$48.75

Supplemental Benefit Rate per Hour: \$67.34

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$36.53

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$14.55

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$26.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper (up to 3 years experience)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Groundperson

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Tree Remover / Pruner

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.00
Supplemental Benefit Rate per Hour: \$14.55

Watering - Plant Maintainer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$14.55

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$51.53**

Supplemental Benefit Rate per Hour: **\$35.73**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$51.89**

Supplemental Benefit Rate per Hour: **\$36.62**

Marble Finisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$40.53**

Supplemental Benefit Rate per Hour: **\$34.52**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$40.80**

Supplemental Benefit Rate per Hour: **\$35.15**

Marble Polisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$36.65**

Supplemental Benefit Rate per Hour: **\$26.63**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$37.02**

Supplemental Benefit Rate per Hour: **\$27.01**

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

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Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.67

Supplemental Benefit Rate per Hour: \$28.02

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

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Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$35.46

Supplemental Benefit Rate per Hour: \$22.13

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$24.65

Supplemental Benefit Rate per Hour: \$16.45

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

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Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.63

Supplemental Benefit Rate per Hour: \$41.57

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00

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A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$49.50

Supplemental Benefit Rate per Hour: \$52.01

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

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§220 PREVAILING WAGE SCHEDULE

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.91**

Supplemental Benefit Rate per Hour: **\$38.15**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.92 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #7)

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PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: **\$31.00** on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: **\$31.00** on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

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Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.30

Supplemental Benefit Rate per Hour: \$7.22

Journey person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$37.48

Supplemental Benefit Rate per Hour: \$7.22

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two (2) additional holidays as floating holidays

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$12.27

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02 New Hire Rate (0-3 months) - \$0.00

Line person (thermoplastic)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$12.27

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

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Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2015 - 9/30/2015
Wage Rate per Hour: \$48.00
Supplemental Benefit Rate per Hour: \$34.58

Effective Period: 10/1/2015 - 6/30/2016
Wage Rate per Hour: \$49.00
Supplemental Benefit Rate per Hour: \$36.08

Painter - Power Tool

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Effective Period: 7/1/2015 - 9/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$34.58

Effective Period: 10/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$36.08

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

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Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.85**

Supplemental Benefit Rate per Hour: **\$36.92**

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.98**

Supplemental Benefit Rate per Hour: **\$36.92**

Production Paver & Roadbuilder - Screed Person

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(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.45**

Supplemental Benefit Rate per Hour: **\$36.92**

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.85**

Supplemental Benefit Rate per Hour: **\$36.92**

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.56**

Supplemental Benefit Rate per Hour: **\$36.92**

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 15% over the single time rate for the screed person, rakers and

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.43**

Supplemental Benefit Rate per Hour: **\$27.95**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

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(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.67

Supplemental Benefit Rate per Hour: \$28.02

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2015 - 6/30/2016

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$65.27

Supplemental Benefit Rate per Hour: \$28.38

Supplemental Note: Overtime supplemental benefit rate per hour: \$56.48

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$52.24

Supplemental Benefit Rate per Hour: \$22.28

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.27

Supplemental Benefit Rate per Hour: \$13.34

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$20.62

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.70**

Supplemental Benefit Rate per Hour: **\$30.17**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.41**

Supplemental Benefit Rate per Hour: **\$24.40**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.96**

Supplemental Benefit Rate per Hour: **\$45.19**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$37.57**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$45.19

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$42.64**

Supplemental Benefit Rate per Hour: **\$23.62**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$27.54**

Supplemental Benefit Rate per Hour: **\$3.01**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$20.22**

Supplemental Benefit Rate per Hour: **\$2.73**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Shipyard Laborer - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.90

Supplemental Benefit Rate per Hour: \$2.75

Shipyard Laborer - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$13.86

Supplemental Benefit Rate per Hour: \$2.48

Shipyard Dockhand - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.61

Supplemental Benefit Rate per Hour: \$2.86

Shipyard Dockhand - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$15.94

Supplemental Benefit Rate per Hour: \$2.56

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Based on Survey Data

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.60

Supplemental Benefit Rate per Hour: \$46.28

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$52.79

Supplemental Note: Overtime supplemental benefit rate: \$104.84

Steamfitter -Temporary Services

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.80**

Supplemental Benefit Rate per Hour: **\$42.76**

Supplemental Note: .

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$52.79**

Supplemental Note: Overtime supplemental benefit rate: **\$104.84**

Steamfitter -Temporary Services

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.80**

Supplemental Benefit Rate per Hour: **\$42.76**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$39.25
Supplemental Benefit Rate per Hour: \$13.81

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.25
Supplemental Benefit Rate per Hour: \$12.44

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.72
Supplemental Benefit Rate per Hour: \$11.30

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.93
Supplemental Benefit Rate per Hour: \$10.45

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.02
Supplemental Benefit Rate per Hour: \$9.67

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.91
Supplemental Benefit Rate per Hour: \$8.78

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.20

Supplemental Benefit Rate per Hour: \$37.15

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2015 - 12/29/2015

Wage Rate per Hour: **\$46.32**

Supplemental Benefit Rate per Hour: **\$22.66**

Effective Period: 12/30/2015 - 6/30/2016

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$22.66**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.35

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.03

Supplemental Benefit Rate per Hour: \$29.71

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$51.61

Supplemental Benefit Rate per Hour: \$33.46

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Timberperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.60

Supplemental Benefit Rate per Hour: \$46.67

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.17

Supplemental Benefit Rate per Hour: \$49.45

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$57.12
Supplemental Benefit Rate per Hour: \$47.80

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.07
Supplemental Benefit Rate per Hour: \$46.96

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$48.16
Supplemental Benefit Rate per Hour: \$43.62

Blasters (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.47
Supplemental Benefit Rate per Hour: \$47.47

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.04
Supplemental Benefit Rate per Hour: \$45.45

All Others (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$49.93
Supplemental Benefit Rate per Hour: \$42.06

Microtunneling (Free Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.23

Supplemental Benefit Rate per Hour: \$36.36

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

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APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 78% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 83% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 89% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$15.95

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.00

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 70% of Journeyperson's rate

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Supplemental Benefit Rate Per Hour: \$31.66

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.32

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$35.00

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 85% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$36.67

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$38.34

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 95% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$40.01

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Second 750 Hours)

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Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

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Carpenter (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

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Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.84

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.65

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.47

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

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(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.00

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Supplemental Benefit Rate per Hour: \$11.61
Overtime Supplemental Rate Per Hour: \$12.47

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$12.12
Overtime Supplemental Rate Per Hour: \$13.04

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$15.00
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.62

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.00
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.19

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.77

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.00
Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.00

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Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.00
Supplemental Benefit Rate per Hour: \$18.56
Overtime Supplemental Rate Per Hour: \$20.00

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.50
Supplemental Benefit Rate per Hour: \$20.82
Overtime Supplemental Rate Per Hour: \$22.54

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.80
Supplemental Benefit Rate per Hour: \$20.46
Overtime Supplemental Rate Per Hour: \$22.14

Overtime Description

Overtime Wage paid at time and one half the regular rate
For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.94

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.41

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Elevator (Constructor) - Second Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$27.35

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$28.84

Elevator (Constructor) - Third Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$28.17

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$29.69

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$29.00

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$30.54

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$26.87

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$28.34

Elevator Service/Modernization Mechanic (Second Year)

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Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.27

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.76

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.08

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$29.60

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.89

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$30.43

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.68
Supplemental Benefit Rate per Hour: \$22.55

Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$29.60
Supplemental Benefit Rate per Hour: \$22.55

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Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.56

Supplemental Benefit Rate per Hour: \$22.55

Engineer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$35.52

Supplemental Benefit Rate per Hour: \$22.55

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.15

Operating Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.15

Operating Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.15

(Local #14)

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FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$13.64

Effective 11/1/2015 - Supplemental Rate Per Hour: \$13.79

Glazier (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's rate

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Supplemental Rate Per Hour: \$22.97
Effective 11/1/2015 - Supplemental Rate Per Hour: \$23.13

Glazier (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$25.87
Effective 11/1/2015 - Supplemental Rate Per Hour: \$26.03

Glazier (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.04
Effective 11/1/2015 - Supplemental Rate Per Hour: \$31.29

(Local #1281)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.17
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.32
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.97
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.53
Supplemental Benefit Rate per Hour: \$17.33

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.50

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Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.62

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.73

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.97

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$43.20

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$25.48
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.08
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 19 - 36 months

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Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$26.68

Supplemental Benefit Rate per Hour: \$46.83

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.53

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$18.49

Mason Tender - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$18.49

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$22.89

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$34.01

Supplemental Benefit Rate per Hour: \$24.54

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.07

Supplemental Benefit Rate per Hour: \$25.69

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$33.21

Supplemental Benefit Rate per Hour: \$17.95

(Local #46)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.23

Supplemental Benefit Rate per Hour: \$34.06

Millwright (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.18

Supplemental Benefit Rate per Hour: \$37.62

Millwright (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$37.13

Supplemental Benefit Rate per Hour: \$41.83

Millwright (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.03

Supplemental Benefit Rate per Hour: \$48.31

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.05

Supplemental Benefit Rate per Hour: \$17.12

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.69

Supplemental Benefit Rate per Hour: \$17.12

(Local #1010)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2015 - 10/31/2015

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: \$16.40

Supplemental Benefit Rate per Hour: \$12.13

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2015 - 10/31/2015

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.50

Supplemental Benefit Rate per Hour: \$15.98

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2015 - 10/31/2015

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: \$24.60

Supplemental Benefit Rate per Hour: \$18.89

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2015 - 10/31/2015

Wage Rate per Hour: \$31.60

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$24.02

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.80

Supplemental Benefit Rate per Hour: \$24.27

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.76

Plasterer - First Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$22.54

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.87

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.97

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.82

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$30.22

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$12.76

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR
BUILDING RENOVATION)**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.01

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 25% of Journeyperson's rate

Supplemental Rate Per Hour: \$6.24

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.71

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$23.00

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.02

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.06

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.10

Sheet Metal Worker (49-54 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$35.12

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$37.15

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$13.18

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$14.95

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$16.74

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$18.52

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$24.94

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$26.87

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$29.47

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$31.46

Sign Erector - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$33.43

Sign Erector - Sixth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$35.41

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Steamfitter - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

Timberperson - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

Timberperson - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

(Local #1536)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE**

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York City Administrative Code section 6-109. The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyi Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasyi Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.63
Supplemental Benefit Rate per Hour: \$1.70

Cafeteria Attendant

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$11.67
Supplemental Benefit Rate per Hour: \$1.70

Counter Attendant

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$11.22
Supplemental Benefit Rate per Hour: \$1.70

Kitchen Helper / Dishwasher

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$11.04
Supplemental Benefit Rate per Hour: \$1.70

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

HEMECARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$33.89

Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.12

Supplemental Benefit Rate per Hour: None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Data Entry Operator

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.38
Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$15.29
Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.58
Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$18.32
Supplemental Benefit Rate per Hour: None

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3627
FAX NUMBER: (212) 669-8491

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

Contractor.

Dated _____, 20____

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20____



**Department of
Design and
Construction**

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 3 OF 3

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED
FOR:

PROJECT ID: GQBB09-01

**GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA,
STAGE 1**

**(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)**

**INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY
IN-HOUSE

DECEMBER 30, 2015



06-111

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase contact Ms. Vivian Valdez, (212) 839-9435

New York City Department of Transportation
Office of the Agency Chief Contracting Officer/Contract Management Unit
55 Water Street, Ground Floor (Bid Window)
N.Y., NY 10041

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. Waqar Ahmad, Tel. (718) 391-2056

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.
Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings
2. Specifications for Trunk Main Work, dated July 2014
3. Standards for Green Infrastructure, latest version, available only on-line at:

http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtml

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302
E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities are available from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:
<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

VOLUME 3 OF 3
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S - PAGES	SPECIAL PROVISIONS	S-1 to S-49
SW - PAGES	SEWER AND WATER MAIN SPECIFICATIONS	SW-1 to SW-6
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(NO TEXT ON THIS PAGE)

SCHEDULE A**GENERAL CONDITIONS TO CONSTRUCTION CONTRACT**
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)**PART I. REQUIRED INFORMATION**

<p><u>INFORMATION FOR BIDDERS SECTION 26</u> <u>BID SECURITY</u></p> <p>The Contractor shall obtain a bid security in the amount indicated to the right.</p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p><u>INFORMATION FOR BIDDERS SECTION 26</u> <u>PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p><u>CONTRACT ARTICLE 14.</u> <u>DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>See Page SA-4</p>
<p><u>CONTRACT ARTICLE 15.</u> <u>LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</p>	<p>\$ <u>1500.</u> for each consecutive calendar day over substantial completion time for each Work Order.</p>
<p><u>CONTRACT ARTICLE 17.</u> <u>SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed <u>50</u> % of the Contract price</p>
<p><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p><u>5</u> % of the value of the Work</p>

<p><u>CONTRACT ARTICLE 22.</u></p> <p><u>(Per Directions Below)</u></p>	See pages SA-6 through SA-14
<p><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	1% of Contract price
<p><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Eighteen (18) Months, excluding Trees</p> <p>Twenty-four (24) Months for Tree Planting</p>
<p><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.</p>	See Contract Article 74
<p><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	See Contract Article 75
<p><u>CONTRACT ARTICLE 78.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	See M/WBE Utilization Plan in the Bid Booklet

<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR</u> <u>ENGINEER'S FIELD OFFICE</u></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in Section 6.40 - Engineer's Field Office, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5, is not corrected.</p>	<p>\$ <u>250.00</u> for each calendar day of deficiency</p>
<p align="center"><u>I - PAGES</u> <u>SECTION 6.70-GI</u> <u>LIQUIDATED DAMAGES FOR</u> <u>MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation</p>
<p align="center"><u>I - PAGES</u> <u>SECTION 7.13-GI</u> <u>LIQUIDATED DAMAGES FOR</u> <u>MAINTENANCE OF SITE</u></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</p>	<p>\$ <u>250.00</u> for each calendar day, for each occurrence</p>

<p align="center"><u>I - PAGES</u> <u>SECTION PM-01 through PM-24</u> <u>LIQUIDATED DAMAGES FOR</u> <u>TREES, SHRUBS, WOODY AND HERBACEIOUS PLANT</u> <u>MATERIAL</u></p> <p>Failure to replace trees, shrubs, perennials or grasses in the next appropriate planting season, as per SECTION PM-01 through PM-24 - TREES, SHRUBS, WOODY AND HERBACEIOUS PLANT MATERIAL will result in the assessment of liquidated damages and not as a penalty for such default.</p>	<p>a. \$ <u>200.00</u> per tree. b. \$ <u>80.00</u> per shrub. c. \$ <u>20.00</u> per perennial or grass.</p>
<p align="center"><u>I - PAGES</u> <u>SECTION GI-5.06</u> <u>(NOT A PAID ITEM)</u> <u>LIQUIDATED DAMAGES FOR</u> <u>TREES (PROTECTION, PRUNING, REMOVAL, STUMP</u> <u>REMOVAL, TRANSPLANTING AND PLANTING)</u></p> <p>Tree protection deficiencies. In addition to the remedial actions described SECTION GI-5.06 - (NOT A PAID ITEM) TREES (PROTECTION, PRUNING, REMOVAL, STUMP REMOVAL, TRANSPLANTING AND PLANTING) will result in the assessment of liquidated damages and not as a penalty for such default.</p>	<p><u>\$300</u> for each day</p>

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 365 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

 ✓ YES NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November – December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<div data-bbox="94 846 659 924"> <div>■ Commercial General Liability</div> <div>Art. 22.1.1</div> </div>	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity’s name, if known, or the entity’s title (e.g., Project Manager), 3. Consolidated Edison 4. National Grid

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Workers' Compensation | Art. 22.1.2 |
| <input checked="" type="checkbox"/> Disability Benefits Insurance | Art. 22.1.2 |
| <input checked="" type="checkbox"/> Employers' Liability | Art. 22.1.2 |
| <input type="checkbox"/> Jones Act | Art. 22.1.3 |
| <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act | Art. 22.1.3 |

Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.

Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.

Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.

☐ Additional Requirements:

- (1) NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.
- (2) Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.

<input type="checkbox"/> Builders' Risk	<p>Art. 22.1.4</p> <p>100 % of total value of Work</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability	<p>Art. 22.1.5</p> <p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>(1) City of New York, including its officials and employees, and</p>

<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	\$ _____ each occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

[OTHER]

Art. 22.1.8

☐ Railroad Protection Liability Policy

(ISO-RIMA or equivalent form) approved by Permitter covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

\$ 2,000,000 per occurrence\$ 6,000,000 annual aggregate

Named Insureds:

1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.

[OTHER]

Art. 22.1.8

☐ Professional Liability

- A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.
- B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER]

Art. 22.1.8

☒ Engineer's Field Office**Section 6.40, Standard Highway Specifications**

Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

[OTHER]

Art. 22.1.8

☐ The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of)
County of) ss.:
County of)

Sworn to before me this _____ day of _____, 20_____

NOTARY PUBLIC FOR THE STATE OF

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

R - PAGES**REVISIONS TO THE NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
STANDARD HIGHWAY SPECIFICATIONS**

NOTICE

THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS, DATED AUGUST 1, 2015, (WHICH INCLUDE, BUT ARE NOT LIMITED TO, "GENERAL CONDITIONS", "BASIC MATERIALS OF CONSTRUCTION", "COMBINED MATERIALS OF CONSTRUCTION", "CONSTRUCTION METHODS", "INSPECTION AND TESTING OF MATERIALS, ADJUSTMENTS FOR DEFICIENCIES, AND MAINTENANCE", AND "SUPPLEMENTAL CONSTRUCTION METHODS"), AS REVISED HEREIN (R-PAGES) AND BY ADDENDA ISSUED PRIOR TO THE OPENING OF BIDS, SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

ALL REFERENCES CONTAINED HEREIN (R-PAGES) ARE TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION, STANDARD HIGHWAY SPECIFICATIONS, DATED AUGUST 1, 2015. SAID STANDARD HIGHWAY SPECIFICATIONS ARE HEREBY REVISED UNDER THE FOLLOWING REVISIONS:

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS,
VOLUME I
2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS,
VOLUME II

(NO TEXT ON THIS PAGE)

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

(NO TEXT)

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

(NO TEXT)

I - PAGES

NEW SECTIONS

NOTICE

THE PAGES CONTAINED HEREIN ARE NEW SECTION OF WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

UNLESS OTHERWISE SPECIFIED, ALL SECTIONS, SUBSECTIONS, ARTICLES, AND SUBARTICLES AS REFERRED TO HEREIN (I-PAGES) ARE TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) STANDARD HIGHWAY SPECIFICATIONS, DATED AUGUST 1, 2015, AS CURRENTLY AMENDED BY THE R-PAGES.

(NO TEXT ON THIS PAGE)

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(NO TEXT ON THIS PAGE)

**SECTION ROWB
RIGHT OF WAY (R.O.W.) BIOSWALE**

ROWB.1. INTENT

This section describes the construction of a Right of Way (R.O.W.) Bioswale.

ROWB.2. DESCRIPTION

The work to be done under this section shall consist of constructing a Right of Way (R.O.W.) Bioswale, as shown on the Contract drawings and as per NYC Department of Environment Protection Office of Green Infrastructure Standards for Green infrastructure (SFGI) drawings, and in accordance the requirements of this Section, the **New York City Department of Transportation (NYCDOT) Standard Highway Specifications, Office of Green Infrastructure Standards**, additional I-Pages contained herein, and the directions of the Engineer.

Depth of the bioswale shall not be greater than five (5') feet, with the exception of depth of stone columns for bioswale Types 1A, 2A and 3A, where depth of stone columns, in order to penetrate into the permeable soil layer, shall be as per site condition and as directed by the Engineer. Length and width of the bioswale shall be as shown on Contract Drawings.

ROWB.3. METHODS

- a. Clear and grub the area for the bioswale, as needed, in accordance with the applicable requirements of Section 6.01 of the NYCDOT Standard Highway Specifications, Item No. 6.01 AC, as applicable.
- b. Remove trees and tree stumps, in accordance with the applicable requirements of Section 4.16 of NYCDOT Standard Highway Specifications, Item Nos. 4.16 AA, 4.16 AB, 4.16 AC, 4.16 AD, 4.16 STUMP, and I-Pages Section GI-5.06, as applicable.
- c. Engage services of a tree consultant in accordance with applicable requirements of the Section 4.21 of NYCDOT Standard Highway Specifications, Item No. 4.21, as applicable.
- d. Transplant trees as per the requirements of I-Pages Sections GI-5.06 and PM, Item No. PM-04, contained herein, as applicable.
- e. Saw-cut existing roadway pavement and sidewalk pavement in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.55, Item No. 6.55, and I-Pages Section GI-5.21, Item No. GI-5.21, as applicable.
- f. Remove existing asphalt, curb and sidewalk in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.02, Item No. 6.02 AAN, as applicable.
- g. Strip existing pavement surface in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.03, Item No. 6.03 AA, as applicable.

- h. Excavate the bioswale location in accordance with the requirements of the NYCDOT Standard Highway Specifications Section 6.02, Item No. 6.02 AAN, and I-Pages Sections GI-4.02 for Earth Excavation, Item No. GI-4.02, and GI-4.03 for Excavation of Boulders in Open Cut, Item No. GI-4.03, as applicable.

- i. Furnish and install High Density Polyethylene (HDPE) barrier, in accordance with the requirements of I-Pages Section GI-2.08, Item No. GI-2.08, as applicable.

Furnish and install HDPE pipe for hydraulically connected R.O.W. Bioswales, in accordance with the requirements of I-Pages Section GI-2.16, Item Nos. GI-2.16S and GI-2.16P, as applicable.

- j. Furnish and install geotextile fabric in accordance with the requirements of I-Pages, Section GI-2.09, Item No. GI-2.09, as applicable.
- k. Furnish and install sleeving of any existing house utilities, as applicable. Sleeving details are provided in the contract drawings and the work shall be done in accordance with the requirements of I-Pages Section GI-5.35, Item No. GI-5.35.
- l. Furnish and install open-graded stone base in accordance with the requirements of I-Pages Section GI-2.07, Item No. GI-2.07; as applicable.
- m. Furnish and install Engineered Soil and Sand in accordance with the requirements of I-Pages Section GI-2.13A, Item No. GI-2.13A; as applicable.
- n. Furnish and install L-shaped concrete header in accordance with the requirements of I-Pages Section 6.09 GI-L, Item No. 6.09 GI-L1, as applicable.
- o. Furnish and install precast or poured reinforced concrete aprons in accordance with the requirements of I-Pages, Section GI-2.03, Item No. GI-2.03; as applicable.
- p. Furnish and install precast porous concrete in roadway in accordance with the requirements of I-Pages Section GI-2.04, Item No.: GI-2.04G, as applicable. Furnish and install precast porous concrete in walkways for hydraulically connected R.O.W. Bioswales in accordance with the requirements of I-Pages Section GI-2.04, Item No. G-2.04W, as applicable.
- q. Furnish and install new curb in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.07 for Curb, Bluestone and Granite, Item Nos. 4.07 BA and 4.07 CB, Section 4.08 for Curb, Concrete, Item No. 4.08 AA and Section 4.09 for Curb, Concrete, Steel Faced, Item Nos. 4.09 AD and 4.09 BD, as applicable. The Contractor is advised that new curb is required to nearest expansion joint on either side of the bioswale.
- r. Furnish and install new sidewalk in accordance with the requirements of NYCDOT Standard Highway Specifications Sections 6.07 for Bluestone Flags,

Item No. 6.07 AA, and I-Pages Section 4.13 GI-A for 4" Concrete Sidewalk, Item Nos. 4.13 GI-AA and 4.13 GI-AB, and I-Pages Section 4.13 GI-B for 7" Concrete Sidewalk, Item Nos. 4.13 GI-BA, 4.13 GI-BB, as applicable. The Contractor is advised that full new sidewalk flags around the perimeter of the bioswale are required.

- s. Modify work methods for removing and installing new curbs and sidewalks in order to maintain, protect and accommodate the integrity of N.Y.C. Transit Authority (T.A.) facilities, trees, under-sidewalk building vaults, and existing sidewalk encroachments to remain (such as brick and/or masonry walls and fences) located within a zone of protection immediately beneath or adjacent to the existing sidewalk and curb designated to be replaced under contract items, in accordance with the requirements of NYCDOT Standard Highway Specifications Section 8.02, Item Nos. 8.02 A and 8.02 B, as applicable. Refer to Section 8.02 for definition of "zone of protection".
- t. Furnish and install L-shaped edging and stone strip bed with and without epoxy bonding agent in accordance with the requirements of I-Pages Sections GI-2.06, Item No. GI-2.06, and I-Pages Section GM-30, Item No. GM-30, as applicable.
- u. Restore in kind all removed pavement along the new curb and adjacent to the precast porous concrete slab and concrete apron, as applicable. This work shall be done in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.02 for Asphaltic Concrete Wearing Course, Item Nos. 4.02 AF-R, 4.02 CB, Section 4.04 for Concrete Base of Pavement, Item No. 4.04 H, Section 6.44 for White and Yellow Thermoplastic Reflectorized Pavement Markings, Item No. 6.44, and I-Pages Section 6.51 GI-BD for Pavement Key Along Curb (3' to 6' Wide), Item No. 6.51 GI-BD, as applicable.
- v. Furnish and install stone filled gabion in accordance with the requirements of I-Pages Section GI-2.17, Item No. GI-2.17; as applicable.
- w. Perform all final grading and landscaping activities in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.11 for Excavation and Filling, Item No. 4.11 CA, Section 4.19 for Sodding, Item No. 4.19, Section 4.20 for Seeding, Item No. 4.20, and I-Pages Section GI-2.14 furnishing and placing Mulch, Item no. GI-2.14, and I-Pages Section PM, Item Nos. PM-03, PM-04, PM-05, PM-06, PM-07, PM-08, PM-09, PM-10, PM-11, PM-12, PM-13, PM-14, PM-15, PM-16, PM-17, PM-18, PM-19, PM-20, PM-21, PM-22, PM-23, PM-24, as applicable.
- x. Furnish and install steel tree pit guards in accordance with the requirements of I-Pages Section GI-2.10, Item No. GI-2.10A, GI-2.10B, GI-2.10C and GI-2.10D, as applicable.
- y. Perform all watering and weeding during the Period of Maintenance as required in accordance with the requirements of I-Pages Section GI-5.09. The Period of Maintenance for each individual planting shall begin upon planting or transplanting and shall end twenty-four (24) months thereafter.

- z. For bioswale Types 1A, 2A and 3A as shown in the DEP Standards for Green Infrastructure drawings, furnish and install PVC stone column with perforated caps in accordance with the requirements of I-Pages Section GI-5.10, Item No. GI-5.10; as applicable.
- aa. For bioswale Types 1B and 2B as shown in the DEP Standards for Green Infrastructure drawings, furnish and install NYCDEP Type 2 Stormwater Inlet and required High Density Polyethylene (HDPE) piping to the bioswale in accordance with the requirements I-Pages Sections GI-5.13A, Item No. GI-5.13A, and GI-2.16, Item No. GI-2.16S and GI-2.16P; as applicable.
- bb. For bioswale Types 1C and 2C as shown in the DEP Standards for Green Infrastructure drawings, furnish and install HDPE stormwater Chamber with bedding and cover, and in accordance with the requirements of I-Pages Section GI-2.19, Item No. GI-2.19; as applicable.
- cc. Provide Maintenance and Protection of Traffic in accordance with the requirements of I-Pages Section 6.70-GI, Item No. 6.70-GI, as applicable.
- dd. Provide Maintenance of Site in accordance with the requirements of I-Pages Section 7.13-GI, Item No. 7.13 -GI; as applicable.

ROWB.4. METHOD OF MEASUREMENT.

The quantities of:

ITEM NO. ROWB-01	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1
ITEM NO. ROWB-02	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1A
ITEM NO. ROWB-03	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1B
ITEM NO. ROWB-04	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1C
ITEM NO. ROWB-05	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2
ITEM NO. ROWB-06	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2A
ITEM NO. ROWB-07	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2B
ITEM NO. ROWB-08	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2C
ITEM NO. ROWB-09	CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3
ITEM NO. ROWB-10	CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3A

To be measured for payment shall be the number of bioswales actually constructed at the site to the satisfaction of the Engineer.

Measurement of bioswales with length that varies from 10 feet to 20 feet and widths that varies from 4 feet to 6 feet shall be the number of bioswales actually constructed of Type 1, 2 or 3 as shown on the Dimension Schedule for Variable Size R.O.W. Bioswales and R.O.W. Rain Gardens in the DEP Standards for Green Infrastructure drawings.

ROWB.5. PRICE TO COVER.

The following contract items shall cover the cost of furnishing all labor, materials, equipment,

insurance, and incidentals required and necessary to construct the bioswale; at the locations shown or required all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

No separate or additional payment will be made for any items of work specified in Subsection ROWB.3, above, with the exception of major tree planting, if required, as specified in I-Pages Section PM, which shall be paid separately under their respective bid PM items.

Payment will be made under:

Item No.	Item	Pay Unit
ROWB-01	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1	EACH
ROWB-02	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1A	EACH
ROWB-03	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1B	EACH
ROWB-04	CONSTRUCT 20' x 5' R.O.W. BIOSWALE TYPE 1C	EACH
ROWB-05	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2	EACH
ROWB-06	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2A	EACH
ROWB-07	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2B	EACH
ROWB-08	CONSTRUCT 15' x 5' R.O.W. BIOSWALE TYPE 2C	EACH
ROWB-09	CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3	EACH
ROWB-10	CONSTRUCT 10' x 5' R.O.W. BIOSWALE TYPE 3A	EACH

Payment for bioswales where the length varies from 10 feet to 20 feet, and the width varies from 4 feet to 6 feet, as shown on the Dimension Schedule for Variable Size R.O.W. bioswales in the DEP Standard for Green Infrastructure drawings, will be paid for as a proportional cost of the unit price bid for the above listed, normalized by square footage.

**SECTION ROWGS
RIGHT OF WAY (R.O.W.) GREENSTRIP**

ROWGS.1. INTENT

This section describes the construction of a Right of Way (R.O.W.) Greenstrip.

ROWGS.2. DESCRIPTION

The work to be done under this section shall consist of constructing a Right of Way (R.O.W.) Greenstrip, as shown on the Contract drawings and as per NYC Department of Environment Protection Office of Green Infrastructure Standards for Green infrastructure (SFGI) drawings, and in accordance with the requirements of this Section, the **New York City Department of Transportation (NYCDOT) Standard Highway Specifications, Office of Green Infrastructure Standards**, additional **I-Pages** contained herein, and the directions of the Engineer.

Depth of the greenstrip shall not be greater than five (5') feet. Length and width of the greenstrip shall be as shown on Contract Drawings.

ROWGS.3. METHODS

- a. Clear and grub the area for greenstrip, as needed, in accordance with the requirements of Section 6.01 of the NYCDOT Standard Highway Specifications, Item No. 6.01 AC, as applicable.
- b. Remove trees and tree stumps, in accordance with the requirements of Section 4.16 of NYCDOT Standard Highway Specifications, Item Nos. 4.16 AA, 4.16 AB, 4.16 AC, 4.16 AD, 4.16 STUMP, and I-Pages Section GI-5.06, as applicable.
- c. Engage services of a tree consultant in accordance with applicable requirements of the Section 4.21 of NYCDOT Standard Highway Specifications, Item No. 4.21, as applicable.
- d. Saw-cut existing roadway pavement and sidewalk pavement in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.55, Item No. 6.55, and I-Pages Section GI-5.21, Item No. GI-5.21, as applicable.
- e. Remove existing asphalt, curb and sidewalk in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.02, Item No. 6.02 AAN, as applicable.
- f. Strip existing pavement surface in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.03, Item No. 6.03 AA, as applicable.
- g. Excavate the R.O.W. greenstrip location in accordance with the requirements of the NYCDOT Standard Highway Specifications Section 6.02, Item No. 6.02 AAN, and I-Pages Sections GI-4.02 for Earth Excavation, Item No. GI-4.02, and GI-4.03 for Excavation of Boulders in Open Cut, Item No. GI-4.03, as applicable.

- h. Furnish and install geotextile fabric in accordance with the requirements of Item No. GI-2.09 of I-Pages, Item No. GI-2.09, as applicable.
- i. Furnish and install sleeving of any existing house utilities, as applicable. Sleeving details are provided in the contract drawings and the work shall be done in accordance with the requirements of I-Pages Section GI-5.35, Item No. GI-5.35.
- j. Furnish and install open-graded stone base in accordance with the requirements of I-Pages Section GI-2.07, Item No. GI-2.07, as applicable.
- k. Furnish and install Engineered Soil and Sand in accordance with the requirements of I-Pages Section GI-2.13A, Item No. GI-2.13A, as applicable.
- l. Furnish and install notched L-shaped concrete headers in accordance with the requirements of I-Pages Section 6.09 GI-L, Item No. 6.09 GI-L2, as applicable.
- m. Furnish and install precast or poured reinforced concrete aprons in accordance with the requirements of I-Pages Section GI-2.03, Item No. GI-2.03, as applicable.
- n. Furnish and install precast porous concrete in roadway in accordance with the requirements of I-Pages Section GI-2.04, Item No.: GI-2.04G, as applicable.
- o. Furnish and install new curb, or reset granite curb in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.07 for Curb, Bluestone and Granite, Item Nos. 4.07 BA and 4.07 CB, Section 4.08 for Curb, Concrete, Item No. 4.08 AA and Section 4.09 for Curb, Concrete, Steel Faced, Item Nos. 4.09 AD and 4.09 BD, as applicable. The Contractor is advised that new curb is required to nearest expansion joint on either side of the greenstrip.
- p. Furnish and install new sidewalk in accordance with the requirements of NYCDOT Standard Highway Specifications Sections 6.07 for Bluestone Flags, Item No. 6.07 AA, and I-Pages Section 4.13 GI-A for 4" Concrete Sidewalk, Item Nos. 4.13 GI-AA and 4.13 GI-AB, and I-Pages Section 4.13 GI-B for 7" Concrete Sidewalk, Item Nos. 4.13 GI-BA, 4.13 GI-BB, as applicable. The Contractor is advised that full new sidewalk flags around the perimeter of the greenstrip are required.
- q. Modify work methods for removing and installing new curbs and sidewalks in order to maintain, protect and accommodate the integrity of N.Y.C. Transit Authority (T.A.) facilities, trees, under-sidewalk building vaults, and existing sidewalk encroachments to remain (such as brick and/or masonry walls and fences) located within a zone of protection immediately beneath or adjacent to the existing sidewalk and curb designated to be replaced under contract items, in accordance with the requirements of NYCDOT

Standard Highway Specifications Section 8.02, Item Nos. 8.02 A and 8.02 B, as applicable. Refer to Section 8.02 for definition of "zone of protection".

- r. Furnish and install L-shaped edging and stone strip bed with and without epoxy bonding agent in accordance with the requirements of I-Pages Sections GI-2.06, Item No. GI-2.06, and I-Pages Section GM-30, Item No. GM-30, as applicable.
- s. Restore in kind all removed pavement along the new curb and adjacent to the precast porous concrete slab and concrete apron, as applicable. This work shall be done in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.02 for Asphaltic Concrete Wearing Course, Item Nos. 4.02 AF-R, 4.02 CB, Section 4.04 for Concrete Base of Pavement, Item No. 4.04 H, Section 6.44 for White and Yellow Thermoplastic ReflectORIZED Pavement Markings, Item No. 6.44, and I-Pages Section 6.51 GI-BD for Pavement Key Along Curb (3' to 6' Wide), Item No. 6.51 GI-BD, as applicable.
- t. Furnish and install stone filled gabion in accordance with the requirements of I-Pages Section GI-2.17, Item No. GI-2.17, as applicable.
- u. Perform all final grading and landscaping activities in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.11 for Excavation and Filling, Item No. 4.11 CA, Section 4.19 for Sodding, Item No. 4.19, Section 4.20 for Seeding, Item No. 4.20, and I-Pages Section GI-2.14 furnishing and placing Mulch, Item no. GI-2.14, and I-Pages Section PM, Item Nos. PM-05, PM-06, PM-07, PM-08, PM-09, PM-10, PM-11, PM-12, PM-13, PM-14, PM-15, PM-16, PM-17, PM-18, PM-19, PM-20, PM-21, PM-22, PM-23, PM-24, as applicable.
- v. Perform all watering and weeding during the Period of Maintenance in accordance with the requirements of I-Pages Section GI-5.09, as applicable. The Period of Maintenance for each individual planting shall begin upon planting and shall end twenty-four (24) months thereafter.
- w. Provide Maintenance and Protection of Traffic in accordance with the requirements of I-Pages Section 6.70-GI, Item No. 6.70-GI.
- x. Provide Maintenance of Site in accordance with the requirements of I-Pages Section 7.13-GI, Item No. 7.13-GI, as applicable.

ROWGS.4. METHOD OF MEASUREMENT.

The quantities of:

ITEM NO. ROWGS-01	CONSTRUCT 20' x 3' R.O.W. GREENSTRIP TYPE 1
ITEM NO. ROWGS-02	CONSTRUCT 15' x 3' R.O.W. GREENSTRIP TYPE 2
ITEM NO. ROWGS-03	CONSTRUCT 20' x 3' R.O.W. GREENSTRIP TYPE 3

To be measured for payment shall be the number of greenstrips actually constructed at the site to the satisfaction of the Engineer.

Measurement of greenstrips with length that varies from 10 feet to 20 feet and width that varies from 4 feet to 6 feet shall be the number of greenstrips actually constructed of Type 1, 2 or 3 as shown on the Dimension Schedule for R.O.W. greenstrips in the DEP Standards for Green Infrastructure drawings.

ROWGS.5. PRICE TO COVER.

The following contract items shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals required and necessary to construct the greenstrip; at the locations shown or required all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

No separate or additional payment will be made for any items of work specified in Subsection ROWGS.3. above.

Payment will be made under:

Item No.	Item	Pay Unit
ROWGS-01	CONSTRUCT 20' x 3' R.O.W. GREENSTRIP TYPE 1	EACH
ROWGS-02	CONSTRUCT 15' x 3' R.O.W. GREENSTRIP TYPE 2	EACH
ROWGS-03	CONSTRUCT 10' x 3' R.O.W. GREENSTRIP TYPE 3	EACH

Payment for greenstrips where the length varies from 10 feet to 20 feet, and the width varies from 4 feet to 6 feet, as shown on the Dimension Schedule for R.O.W. greenstrips in the DEP Standard for Green Infrastructure drawings, will be paid for as a proportional cost of the unit price bid for the above listed, normalized by square footage.

**SECTION ROWRG
RIGHT OF WAY (R.O.W.) RAIN GARDEN**

ROWRG.1. INTENT

This section describes the construction of a Right of Way (R.O.W.) Rain Garden.

ROWRG.2. DESCRIPTION

The work to be done under this section shall consist of constructing a Right of Way (R.O.W.) rain garden, as shown on the Contract drawings and as per NYC Department of Environment Protection Office of Green Infrastructure Standards for Green infrastructure (SFGI) drawings and in accordance with the requirements of this Section, the **New York City Department of Transportation (NYCDOT) Standard Highway Specifications, Office of Green Infrastructure Standards**, additional **I-Pages** contained herein, and the directions of the Engineer.

Depth of the rain garden shall not be greater than three (3') feet. Length and width of the rain garden shall be as shown on Contract Drawings.

ROWRG.3. METHODS

- a. Clear and grub the area for rain garden, as needed, in accordance with the requirements of Section 6.01 of the NYCDOT Standard Highway Specifications, Item No. 6.01 AC, as applicable.
- b. Remove trees and tree stumps, in accordance with the requirements of Section 4.16 of NYCDOT Standard Highway Specifications, Item Nos. 4.16 AA, 4.16 AB, 4.16 AC, 4.16 AD, 4.16 STUMP, and I-Pages Section GI-5.06, as applicable.
- c. Engage services of a tree consultant in accordance with the requirements of the Section 4.21 of NYCDOT Standard Highway Specifications, Item No. 4.21, as applicable.
- d. Saw-cut existing roadway pavement and sidewalk pavement in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.55, Item No. 6.55, and I-Pages Section GI-5.21, Item No. GI-5.21, as applicable.
- e. Remove existing asphalt, curb and sidewalk in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.02, Item No. 6.02 AAN, as applicable.
- f. Strip existing pavement surface in accordance with the requirements of NYCDOT Standard Highway Specifications Section 6.03, Item No. 6.03 AA, as applicable.
- g. Excavate the R.O.W. rain garden location in accordance with the requirements of the NYCDOT Standard Highway Specifications Section 6.02, Item No. 6.02 AAN, and I-Pages Sections GI-4.02 for Earth Excavation, Item No. GI-4.02, and GI-4.03 for Excavation of Boulders in Open Cut, Item No. GI-4.03, as applicable.
- h. Furnish and install High Density Polyethylene (HDPE) barrier, in accordance with

the requirements of I-Pages Section GI-2.08, Item No. GI-2.08, as applicable.

- i. Furnish and install HDPE pipe for hydraulically connected R.O.W. rain gardens, in accordance with the requirements of I-Pages Section GI-2.16, Item Nos. GI-2.16S and GI-2.16P, as applicable.
- j. Furnish and install geotextile fabric in accordance with the requirements of Item No. GI-2.09 of I-Pages, Item No. GI-2.09, as applicable.
- k. Furnish and install sleeving of any existing house utilities, as applicable. Sleeving details are provided in the contract drawings and the work shall be done in accordance with the requirements of I-Pages Section GI-5.35, Item No. GI-5.35.
- l. Furnish and install open-graded stone base in accordance with the requirements of I-Pages Section GI-2.07, Item No. GI-2.07, as applicable.
- m. Furnish and install Engineered Soil and Sand in accordance with the requirements of I-Pages Section GI-2.13A, Item No. GI-2.13A, as applicable.
- n. Furnish and install L-shaped concrete headers in accordance with the requirements of I-Pages Section 6.09 GI-L, Item No. 6.09 GI-L1, as applicable.
- o. Furnish and install precast or poured reinforced concrete aprons in accordance with the requirements of I-Pages Section GI-2.03, Item No. GI-2.03, as applicable.
- p. Furnish and install precast porous concrete in roadway in accordance with the requirements of I-Pages Section GI-2.04, Item No.: GI-2.04G, as applicable.
- q. Furnish and install new curb, or reset granite curb in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.07 for Curb, Bluestone and Granite, Item Nos. 4.07 BA and 4.07 CB, Section 4.08 for Curb, Concrete, Item No. 4.08 AA and Section 4.09 for Curb, Concrete, Steel Faced, Item Nos. 4.09 AD and 4.09 BD, as applicable. The Contractor is advised that new curb is required to nearest expansion joint on either side of the rain garden.
- r. Furnish and install new sidewalk in accordance with the requirements of NYCDOT Standard Highway Specifications Sections 6.07 for Bluestone Flags, Item No. 6.07 AA, and I-Pages Section 4.13 GI-A for 4" Concrete Sidewalk, Item Nos. 4.13 GI-AA and 4.13 GI-AB, and I-Pages Section 4.13 GI-B for 7" Concrete Sidewalk, Item Nos. 4.13 GI-BA, 4.13 GI-BB, as applicable. The Contractor is advised that full new sidewalk flags around the perimeter of the rain garden are required.
- s. Modify work methods for removing and installing new curbs and sidewalks in order to maintain, protect and accommodate the integrity of N.Y.C. Transit Authority (T.A.) facilities, trees, under-sidewalk building vaults, and existing sidewalk encroachments to remain (such as brick and/or masonry

walls and fences) located within a zone of protection immediately beneath or adjacent to the existing sidewalk and curb designated to be replaced under contract items, in accordance with the requirements of NYCDOT Standard Highway Specifications Section 8.02, Item Nos. 8.02 A and 8.02 B, as applicable. Refer to Section 8.02 for definition of "zone of protection".

- t. Furnish and install L-shaped edging and stone strip bed with and without epoxy bonding agent in accordance with the requirements of I-Pages Sections GI-2.06, Item No. GI-2.06, and I-Pages Section GM-30, Item No. GM-30, as applicable.
- u. Restore in kind all removed pavement along the new curb and adjacent to the precast porous concrete slab and concrete apron, as applicable. This work shall be done in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.02 for Asphaltic Concrete Wearing Course, Item Nos. 4.02 AF-R, 4.02 CB, Section 4.04 for Concrete Base of Pavement, Item No. 4.04 H, Section 6.44 for White and Yellow Thermoplastic Reflectorized Pavement Markings, Item No. 6.44, and I-Pages Section 6.51 GI-BD for Pavement Key Along Curb (3' to 6' Wide), Item No. 6.51 GI-BD.
- v. Furnish and install stone filled gabion in accordance with the requirements of I-Pages Section GI-2.17, Item No. GI-2.17, as applicable.
- w. Perform all final grading and landscaping activities in accordance with the requirements of NYCDOT Standard Highway Specifications Section 4.11 for Excavation and Filling, Item No. 4.11 CA, Section 4.19 for Sodding, Item No. 4.19, Section 4.20 for Seeding, Item No. 4.20, and I-Pages Section GI-2.14 furnishing and placing Mulch, Item no. GI-2.14, and I-Pages Section PM, Item Nos. PM-05, PM-06, PM-07, PM-08, PM-09, PM-10, PM-11, PM-12, PM-13, PM-14, PM-15, PM-16, PM-17, PM-18, PM-19, PM-20, PM-21, PM-22, PM-23, PM-24, as applicable.
- x. Perform all watering and weeding during the Period of Maintenance in accordance with the requirements of I-Pages Section GI-5.09, as applicable. The Period of Maintenance for each individual planting shall begin upon planting or transplanting and shall end twenty-four (24) months thereafter.
- r. Provide Maintenance and Protection of Traffic in accordance with the requirements of I-Pages Section 6.70-GI, Item No. 6.70-GI, as applicable.
- s. Provide Maintenance of Site in accordance with the requirements of I-Pages Section 7.13-GI, Item No. 7.13-GI, as applicable.

ROWRG.4. METHOD OF MEASUREMENT.

The quantities of:

ITEM NO. ROWRG-01	CONSTRUCT 20' x 5' R.O.W. RAIN GARDEN TYPE 1
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ITEM NO. ROWRG-02
ITEM NO. ROWRG-03

CONSTRUCT 15' x 5' R.O.W. RAIN GARDEN TYPE 2
CONSTRUCT 10' x 5' R.O.W. RAIN GARDEN TYPE 3

To be measured for payment shall be the number of rain gardens actually constructed at the site to the satisfaction of the Engineer.

Measurement of rain gardens with length that varies from 10 feet to 20 feet and width that varies from 4 feet to 6 feet shall be the number of rain gardens actually constructed of Type 1, 2 or 3 as shown on the Dimension Schedule for Variable Size R.O.W. Bioswales and R.O.W. Rain Gardens in the DEP Standards for Green Infrastructure drawings.

ROWRG.5. PRICE TO COVER.

The following contract items shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals required and necessary to construct the rain garden; at the locations shown or required all in accordance with the Contract Drawings, Specifications and Standards, and as directed by the Engineer.

No separate or additional payment will be made for any items of work specified in Section ROWRG.3. above.

Payment will be made under:

Item No.	Item	Pay Unit
ROWRG-01	CONSTRUCT 20' x 5' R.O.W. RAIN GARDEN TYPE 1	EACH
ROWRG-02	CONSTRUCT 15' x 5' R.O.W. RAIN GARDEN TYPE 2	EACH
ROWRG-03	CONSTRUCT 10' x 5' R.O.W. RAIN GARDEN TYPE 3	EACH

Payment for rain gardens where the length varies from 10 feet to 20 feet, and the width varies from 4 feet to 6 feet, as shown on the Dimension Schedule for Variable Size R.O.W. Bioswales and R.O.W. Rain Garden in the DEP Standard for Green Infrastructure drawings, will be paid for as a proportional cost of the unit price bid for the above listed, normalized by square footage.

SECTION 4.13 GI-A
4" Concrete Sidewalk

4.13GI-A.1. INTENT. This section describes construction of 4" Concrete Sidewalk (Pigmented and Unpigmented).

4.13GI-A.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete four (4") inches thick, except in driveways and corner quadrants where it shall be seven (7") inches thick to be paid for under Item No. 4.13 GI-BA and 4.13 GI-BB, as appropriate.

4.13GI-A.3. MATERIALS AND METHODS. All materials and methods for Item Nos. 4.13 GI-AA and 4.13 GI-AB shall comply with the requirements of Section 4.13 of the NYC Department of Transportation Standard Highway Specifications.

4.13GI-A.4. MEASUREMENT. The area of 4" concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications; however, no measurement for payment will be made under these Item Nos. 4.13 GI-AA and 4.13 GI-AB for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

In determining the area of Concrete Sidewalk to be paid for under each type, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13GI-A.5. PRICES TO COVER. The contract price per square foot for each type of 4" Concrete Sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the NYC Department of Transportation Standard Highway Specifications. The unit prices bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the NYC Department of Transportation Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 GI-AA	4" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 GI-AB	4" CONCRETE SIDEWALK (PIGMENTED)	S.F.

SECTION 4.13 GI-B
7" Concrete Sidewalk

4.13GI-B.1. INTENT. This section describes construction of 7" Concrete Sidewalk (Pigmented and Unpigmented).

4.13GI-B.2. DESCRIPTION. Concrete Sidewalk shall be of the width specified and shall be laid on a foundation six (6") inches thick.

Sidewalk shall consist of a single course of concrete seven (7") inches thick.

4.13GI-B.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.13 BAS and 4.13 BBS, as appropriate, in Section 4.13 of the NYC Department of Transportation Standard Highway Specifications, with the following modifications and additions:

Where new 7" concrete sidewalk on the new base cannot be installed due to clearance problems, the Engineer may recommend an alternate thinner concrete sidewalk slab be installed. Where the new alternate sidewalk slab is less than 7" thick but greater than 4", welded steel wire fabric reinforcement shall comply with the requirements in Sections 2.25 and 4.14 of the NYC Department of Transportation Standard Highway Specifications. Where the new alternate sidewalk slab is greater than 3" thick but not greater than 4", a welded steel wire fabric reinforcement shall be installed in accordance with Sections 2.25 and 4.14. Payment for alternate thicknesses of sidewalk slabs will be made at the unit price bid for 7" concrete sidewalk and no additional payment will be made for any welded steel wire fabric reinforcement or increase in strength of concrete used.

4.13GI-B.4. MEASUREMENT. The area of 7" concrete sidewalk in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the Standard Highway Specifications; however, no measurement for payment will be made under these Item Nos. 4.13 GI-BA and 4.13 GI-BB for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

In determining the area of 7" Concrete Sidewalk to be paid for under each item, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13GI-B.5. PRICES TO COVER. The contract price per square foot for each type of 7" thick concrete sidewalk shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete,

in place with foundation material in accordance with Subsection 4.13.4.(B) of the NYC Department of Transportation Standard Highway Specifications. The unit price bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be

required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the NYC Department of Transportation Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 GI-BA	7" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.
4.13 GI-BB	7" CONCRETE SIDEWALK (PIGMENTED)	S.F.

SECTION 6.09 GI-L
Concrete Header, L-Shape

6.09GI-L.1. INTENT. This section describes construction of L-shaped Concrete Headers.

6.09GI-L.2. DESCRIPTION. L-shaped Concrete Headers shall be six (6") inches wide at the top, fifteen (15") or nineteen (19") inches deep, and twelve (12") wide at the base and shall be laid on a foundation three (3") inches thick, and shall be constructed to the lines and grades as shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings.

6.09GI-L.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of **Sections 6.09.3.** and **6.09.4.**, as appropriate, in the NYC Department of Transportation Standard Highway Specifications.

6.09GI-L.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of L-shaped concrete header constructed, complete, in place, measured along the center line of the header.

6.09GI-L.5. PRICE TO COVER. The contract price per linear foot of L-shaped concrete header shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to construct L-shaped concrete header, complete, in place, and shall include, but not be limited to, curing, furnishing samples for testing as may be required and maintaining the concrete header in good condition as required in **Section 5.05** of the NYC Department of Transportation Standard Highway Specifications, all in full compliance with the Contract Drawings, the specifications and directions of the Engineer.

The cost of excavation and backfilling will be paid for under other contract items.

Payment will be made under:

Item No.	Item	Pay Unit
6.09 GI-L1	CONCRETE HEADER, L-SHAPE (6" WIDE AT TOP X 15" DEEP X 12" WIDE AT BASE)	L.F.
6.09 GI-L2	CONCRETE HEADER, L-SHAPE (6" WIDE AT TOP X 19" DEEP X 12" WIDE AT BASE)	L.F.

SECTION 6.39 GI
Mobilization (Green Infrastructure)

6.39 GI.1. Description. Under this section, the Contractor shall set up his necessary general plant, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expense required for the initiation of the contract work shall also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, shall be made by the Contractor.

6.39 GI.2. Materials. Unless otherwise specified, such materials as are required that are not to be a part of the completed contract shall be as determined by the Contractor, except that they shall conform to any pertinent City, State or Federal law, regulation or code.

6.39 GI.3. Construction Methods. Such work as is done in providing the facilities and services under this section shall be done in a safe and workmanlike manner and shall conform with any pertinent City, State or Federal law, regulation or code. Good housekeeping consistent with safety shall be maintained.

6.39 GI.4. Measurement and Payment. The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and shall not be varied in the bid. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the bid solely to insure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed amount. This "fixed sum" amount shall be included with the other amounts bid by the Contractor for all the other items under this contract.

Payment for this item will be made by lump sum, and included in the payment for each Work Order. The lump sum shall be equal to four percent (4%) of the total price of each Work Order. Said lump sum amount shall be deemed to include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for his operations, consistent with the requirements of this section and this contract.

Payment will be made under:

Item No.	Item	Pay Unit
6.39 GI	MOBILIZATION (GREEN INFRASTRUCTURE)	F.S.

SECTION 6.51 GI-BD
Pavement Key along Curb (3' to 6' Wide)

6.51GI-BD.1. Intent. This section describes the work of installing pavement keys to grind (mill) and remove a portion of the existing asphaltic wearing course and granular base to remove depressed or damaged roadway, to facilitate storm water run off (without ponding), to facilitate installation of new pavement and shall dispose of all asphaltic millings and other material; all in accordance with the specifications, the Contract Drawings, and the directions of the Engineer.

6.51GI-BD.2. Description. The construction of pavement keys shall consist of sawcutting, grinding (milling), and removing a portion of the existing wearing course and granular base to the required depth and width, generally next to curb or areas of poor pavement; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

6.51GI-BD.3. Methods. All methods shall comply with the requirements of Section 6.75 of the NYC Department of Transportation Standard Highway Specifications.

No debris will be allowed to accumulate at the site.

All grinding (milling) shall be done in conjunction with the installation of new or reset curb, precast concrete gutter, and aprons.

6.51GI-BD.4. Uses. Pavement Key along the curb line (various widths) shall be used in the following locations:

- 1) At all locations requiring gutter adjustments (3' to 6' wide) both inside and outside green infrastructure curb limits as directed. To lower roadway or reshape roadway to eliminate ponding.
- 2) To remove asphaltic bumps or depression or badly crazed areas in the roadway to provide positive surface flow into the green infrastructure inlet area.
- 3) Grinding (milling) shall be to the required depth to facilitate an average of 2" resurfacing after the work is completed.
- 4) At locations to be excavated under other contract items.

6.51GI-BD.5. Measurement. The quantity to be measured for payment, under Item 6.51 GI-BD, shall be the number of cubic yards of grinding existing asphaltic concrete wearing course actually cut out to provide a pavement key along the curb as directed by the Engineer; however, no measurement for payment will be made under this Item No. 6.51 GI-BD for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

Measurement shall be a vehicle measurement based on the number of cubic yards of millings removed from the site to the satisfaction of the Engineer, measured in trucks at the

place of loading. Only water level loads that have been raked by the Contractor to a flat exposed surface will be accepted and no allowance will be made for any crown or peak of the load.

6.51GI-BD.6. Price to Cover. The contract price per cubic yard of Item 6.51 GI-BD, shall cover the cost of furnishing all labor, plant, equipment, insurance, and necessary incidentals required and completing the work, including saw cutting at beginning and end of grinding limits, cutout of existing asphaltic material at street hardware and at sawcut joints, loading all grindings and excavated material into dump trucks, and removing and disposing of said material away from the site, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.51 GI-BD	PAVEMENT KEY ALONG CURB LINE (3' TO 6' WIDE)	C.Y.

SECTION 6.70 -GI
Maintenance and Protection of Traffic

6.70GI.1. **DESCRIPTION.** Under this section the Contractor shall be required to complete the work of maintaining and protecting all pedestrian and vehicular traffic within the limits of each Green Infrastructure, as defined in the Special Provisions (S – Pages) of this Project, to be constructed under the contract. This shall include, but not be limited to, furnishing, placing, relocating and removing, when directed, all necessary temporary warning and regulatory signs and temporary traffic control devices to re-route and protect traffic - all in accordance with an approved Maintenance and Protection of Traffic (MPT) Plan, the Contract Drawings, the specifications and directions of the Engineer.

Prior to performing any work in the Contract, if there are no MPT plans provided in the contract documents or the Contractor is proposing a change to the contract MPT plan, the Contractor shall prepare and submit an MPT Plan for the work required under the contract. The MPT Plan shall be prepared by a New York State Licensed Professional Engineer who is a qualified and experienced in Traffic Engineering and Work Site Safety. The MPT Plan shall include all necessary and required legal precautions for the protection of traffic and for the safety of the public, and shall be subject to approval by the New York City Department of Transportation Office of Construction Mitigation and Coordination (OCMC) and the Engineer.

The provisions of this section are supplementary to and do not abrogate the General Conditions (Section 1.06) of the NYC Department of Transportation Standard Highway Specifications, the General Notes on the Contract Drawings relating to maintenance and protection of traffic following this Section or the OCMC Traffic Stipulations. Furthermore, any conditions pertaining to the maintenance and protection of traffic during the life of the contract which are addressed in the General Conditions and in the General Notes on the Contract Drawings, whether or not addressed under this Section, shall be deemed as having been addressed under this Section.

6.70GI.2. **MATERIALS AND METHODS.** All materials and methods shall comply with the requirements of Section 6.70 of the NYC Department of Transportation Standard Highway Specifications, as applicable, with the exception that chain link fence shall comply with the temporary fencing requirements under Section GI-5.14, contained herein.

6.70GI.3. **NONCONFORMANCE.** If the Contractor fails to maintain and protect traffic adequately and safely for a period of three (3) hours at a Green Infrastructure under construction, the Engineer may correct the adverse conditions by any means he deems appropriate, and shall deduct the cost of the corrective work from any monies due the Contractor.

However, where major nonconformance with the requirements of this specification is noted by the Engineer, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer, regardless of whether corrections are made by the Engineer as stated in the paragraph above.

Furthermore, in addition to the remedies specified above, in the event the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of the contract and the specifications in the matter of providing facilities and services for the maintenance and protection of traffic, the Contractor shall pay to the City of New

York, until such notice has been complied with or rescinded, the sum specified in Schedule A per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

Any money due the City of New York under this provision shall be deducted from the amounts due or to become due to the Contractor for work performed under the contract.

6.70GI.4. MEASUREMENT. The quantity to be measured for payment shall be the number of Green Infrastructures constructed under this contract for which the Contractor has provided adequate Maintenance and Protection of Traffic. Measurement shall be made on a one time basis for each Green Infrastructure and no additional measurement or payment will be made for any removals, reinstallations or resetting of materials and equipment as may be required at the same Green Infrastructure location. Where there are two (2) or more Green Infrastructures in the same block, each shall be counted as a separate Green Infrastructure facility.

However, no measurement for payment will be made under this Item No. 6.70 -GI for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

6.70GI.5. PRICE TO INCLUDE. The price bid for Maintenance and Protection of Traffic shall be a unit price for EACH Green Infrastructure which shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to maintain and protect pedestrian and vehicular traffic, including, but not limited to, furnishing, installing, relocating and maintaining lighted barricades, plastic barrels with flashers, temporary timber curbs, construction signs, flashing arrow boards, variable message signs, safety orange construction fencing, chain link fence, temporary pedestrian steel barricades, warning devices, cones, flags, lights, temporary ribbon, temporary pavement markings, etc., unless otherwise provided for under other scheduled contract bid items; providing and maintaining roadway plates; constructing and maintaining temporary ramps; and all incidentals necessary for completing the work at each Green Infrastructure; all in accordance with the Contract Drawings, approved MPT Plans, the specifications, and the directions of the Engineer. However, no additional payment will be made no matter how many time an MPT set up is removed, reinstalled or changed after the initial MPT set up at each Green Infrastructure.

Payment for Maintenance and Protection of Traffic at each Green Infrastructure will be made as follows:

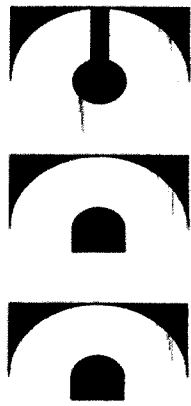
Fifty (50%) percent of the unit price bid for each Green Infrastructure will be paid when the initial MPT set up is satisfactorily installed at the Green Infrastructure location and the remaining fifty (50%) percent of the unit price bid will be paid for that location upon either completion of installed of the Steel Tree Pit Guard or after the final temporary fencing is removed after planting, as applicable.

Providing and placing of Asphaltic Concrete Mixture and/or Binder Mixture for temporary ramps and for temporary pavement and trench restorations will be paid for under the appropriate scheduled contract items.

Payment will be made under:

Item No.	Item	Pay Unit
6.70 -GI	MAINTENANCE AND PROTECTION OF TRAFFIC	EACH

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**NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION**

STANDARDS

MAINTENANCE & PROTECTION OF TRAFFIC

FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY

PREPARED BY

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

JULY 2015

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MPT-GI.1

CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION

MPT-GI.1

MAINTENANCE AND PROTECTION OF TRAFFIC FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W. MPT NOTES - APPLICABLE TO ALL STAGES

GENERAL NOTES

- a. THE WORK AREA IS NOT LIMITED TO ONE LOCATION. THE CONTRACTOR IS EXPECTED TO WORK AT MULTIPLE LOCATIONS USING MULTIPLE CREWS, AT ANY TIME, AS APPROVED BY THE ENGINEER.

1. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF TRANSPORTATION'S OFFICE OF CONSTRUCTION MITIGATION AND CONTROL (TELEPHONE NO. 1-212-639-9821) AND THE DIVISION OF TRAFFIC & PLANNING (TELEPHONE NO. 1-718-433-3370) AT LEAST 20 DAYS BEFORE THE START OF CONSTRUCTION TO SCHEDULE A PRE-CONSTRUCTION MEETING.

2. PRIOR TO ANY WORK PERMITS BEING ISSUED, A PRE-CONSTRUCTION MEETING WILL BE HELD TWENTY (20) DAYS IN ADVANCE BY CONSTRUCTION DIVISION. AT THAT TIME, THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE TO THE ENGINEER. ARRANGEMENTS FOR THE MEETING WILL BE COORDINATED BY THE COMM-STREETS.

3. CONSTRUCTION SEQUENCE: UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER, THE CONSTRUCTION SHALL BE COMPLETED IN THE FOLLOWING SEQUENCE:
 - CONSTRUCTION OF GREEN INFRASTRUCTURE PRACTICES (BIO-SWALE, RAIN GARDEN, STORMWATER GREENSTREET)
 - CONSTRUCTION OF NEW CURBS
 - CONSTRUCTION OF NEW SIDEWALKS
 - CONSTRUCTION OF ROADWAY PAVEMENT

THE CONTRACTOR WILL BE PERMITTED TO MODIFY, ADJUST AND/OR COMBINE STAGES SUBJECT TO THE APPROVAL OF THE ENGINEER.

4. SUBSEQUENT STAGES MUST COMMENCE WITHIN SEVEN (7) CALENDAR DAYS OF THE COMPLETION OF THE PREVIOUS STAGE WITHIN EACH BLOCK, UNLESS OTHERWISE APPROVED BY THE CITY.

5. AFTER A SATISFACTORY START OF THE WORK AT ONE LOCATION, AS APPROVED BY THE ENGINEER, THE CONTRACTOR MAY BE PERMITTED TO ESTABLISH MULTIPLE WORK AREAS AS AND WHERE APPROVED BY THE ENGINEER.

6. PEDESTRIANS SHALL BE PROTECTED FROM ALL EXCAVATION AREAS, THROUGH THE USE OF AN APPROVED BARRIER, FENCING OR OTHER TEMPORARY DEVICE, AND IN A MANNER APPROVED BY THE ENGINEER.

7. TO PERMIT ADEQUATE VISIBILITY AT INTERSECTION AREAS ALL BARRICADES SHALL BE PLACED SO AS NOT TO HINDER PEDESTRIAN OR VEHICULAR SIGHT LINES. SIMILARLY, NO SHEETING SHALL EXTEND HIGHER THAN 24' ABOVE PAVEMENT LEVEL WITHIN 50 FEET OF AN INTERSECTION.

8. EXCAVATIONS SHALL BE COMPLETELY ENCLOSED WITH TIMBER CURBS, LIGHTED BARRICADES AND TEMPORARY FENCE UNLESS OTHERWISE SHOWN HEREIN OR DIRECTED BY THE ENGINEER. ALL BOUNDARIES BETWEEN CONSTRUCTION WORK AREAS AND PEDESTRIAN ROUTES ALONG SIDEWALKS SHALL BE CLEARLY AND CONTINUOUSLY DELINEATED WITH PEDESTRIAN STEEL BARRICADES AS SHOWN ON THE MAINTENANCE AND PROTECTION PLANS AND AS APPROVED OR DIRECTED BY THE ENGINEER.

9. PEDESTRIAN CROSSINGS OVER EXCAVATIONS, WHEN REQUIRED, SHALL BE CONSTRUCTED WITH STEEL PLATES LINED WITH TEMPORARY FENCE ATTACHED ON BOTH SIDES, (NO DIRECT PAYMENT).

10. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ADJUTING PROPERTIES, ENTRANCES, AND EXITS FROM DWELLINGS, EMERGENCY EXITS AND PEDESTRIAN USAGE OF CROSSWALK AND SIDEWALK AREAS BOTH NEW AND EXISTING SHALL BE CONTINUOUS AT ALL TIMES.

11. CONTRACTOR SHALL PROVIDE ACCESS FOR EMERGENCY TRAFFIC AT ALL TIMES UPON DEMAND. THE CONTRACTOR SHALL BE REQUIRED TO MOVE AND RESTORE BARRICADES AS ORDERED BY THE ENGINEER FOR EMERGENCY ACCESS AT NO DIRECT PAYMENT.

12. THE CONTRACTOR SHALL SUPPLY, INSTALL, RELOCATE AND MAINTAIN SIGNS AND OTHER APPROVED DEVICES FOR WARNING, CONTROLLING, ROUTING, DIRECTING AND DETOURING TRAFFIC AS INDICATED AND AS DIRECTED BY THE ENGINEER AND IN ACCORDANCE WITH "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". THE EXACT LOCATION, SIZE, WORDING AND DETAILS OF TO APPROVAL BY THE ENGINEER.

13. ALL SIGNS AND BARRICADES SHALL CONFORM TO STANDARDS SPECIFIED IN THE NATIONAL "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (EXCEPT WHERE OTHERWISE REQUIRED HEREIN) WHERE APPLICABLE AND APPROVED BY THE ENGINEER.

14. ALL ADVANCE WARNING SIGNS SHALL BE INSTALLED BETWEEN 150 AND 200 FEET BEFORE THE CONSTRUCTION. ALL "END ROAD WORK" SIGNS SHALL BE INSTALLED 200 FEET AFTER THE CONSTRUCTION. TWO (2) 24" X 24" ORANGE FLEXIBLE PLASTIC FLAGS SHALL BE ATTACHED TO THE TWO SIDE CORNERS OF EACH DIAMOND SHAPED ADVANCE WARNING SIGN.

15. ALL IDENTIFICATION MARKINGS ON BARRELS MUST NOT FACE TRAFFIC AND MUST BE BELOW THE BOTTOM REFLECTORIZED BAND.

16. THE CONTRACTOR IS REQUIRED TO INSTALL TEMPORARY PAVEMENT MARKINGS AFTER THE EXISTING MARKINGS ARE REMOVED. THIS OPERATION SHALL BE DONE ON THE SAME DAY. WHEN THE TEMPORARY MARKINGS ARE NO LONGER NECESSARY, THEY MUST BE OBLITERATED BY SCARIFICATION, UNTIL THEY ARE NO LONGER VISIBLE.

17. NOTWITHSTANDING PROVISIONS HEREIN CONTAINED, IT REMAINS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT MINOR ADDITIONAL MEASURES THAT ARE NECESSARY TO PROVIDE FOR AND MAINTAIN THE SAFETY OF VEHICULAR TRAFFIC AND PEDESTRIANS DURING CONSTRUCTION. THE PROVISION AND USE OF SUPPLIES SUCH AS TRAFFIC CONES, HIGH VISIBILITY RIBBONS, AND FLAGS WHERE NECESSARY OR DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED AS MINOR AND INCIDENTAL ITEMS. PAYMENT TO BE INCLUDED IN THE PRICE BID FOR ALL SCHEDULED ITEMS.

18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COOPERATE WITH OTHER CONTRACTORS WHO HAVE AN ON-GOING STREET IMPROVEMENT CONSTRUCTION IN THE AREA AND/OR WITHIN THE PROJECT LIMITS AND SHALL SO ACCORDINGLY ARRANGE HIS OWN SCHEDULE OF CONSTRUCTION IN SUCH A TIME FRAME AS NOT TO DISRUPT OR INTERFERE WITH THE WORKABILITY OF EITHER MAINTENANCE OF TRAFFIC PLAN.

19. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE COMM-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF CONSTRUCTION MITIGATION AND COORDINATION-STREETS N.Y.C.D.O.T. A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

20. THE CONTRACTOR SHALL PROVIDE STORAGE AREAS OFF THE JOB SITE AS REQUIRED. (NO SEPARATE PAYMENT). SEE MAINTENANCE OF TRAFFIC CONSTRUCTION SIGNS, LEGEND, ETC. FOR MAINTENANCE OF TRAFFIC DEVICES REQUIRED AT THESE STORAGE AREAS.

21. AS THE WORK PROGRESSES, TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE RELOCATED AND THE CONTRACTOR SHALL REMOVE OR COVER ALL UNUSED SIGNS OR SIGNS NOT APPLICABLE FOR CURRENT OPERATIONS.

22. FOR ADDITIONAL INFORMATION SEE: "SPECIAL PROVISIONS" OF THE SPECIFICATIONS; GENERAL NOTES, HIGHWAY NOTES, AND UTILITY NOTES, CONTAINED IN THE CONTRACT DRAWINGS.

23. THE CONTRACTOR IS REQUIRED TO MAINTAIN EXISTING BICYCLE FACILITIES WITH A SMOOTH RIDING SURFACE AND FREE OF DEBRIS OR OTHER IMPEDIMENTS, AT ALL TIMES. IF THIS IS NOT POSSIBLE A TEMPORARY BICYCLE DETOUR PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO D.O.T. / O.C.M.C. FOR APPROVAL.

24. FOR ANY CHANGES IN PARKING REGULATIONS DURING THE CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL, MAINTAIN AND RELOCATE THE EXISTING SIGNS, IN ACCORDANCE WITH N.Y.C. - D.O.T. STIPULATIONS OF ADVANCED NOTICE.

25. THE CONTRACTOR SHALL NOTIFY NYCDOT 48 HOURS PRIOR TO THE START OF WORK TO HAVE A PARKING METERS AND/OR METERMETERS REMOVED. CONTRACTOR SHALL CONTACT MR. JOHN PREMAUS, ADMINISTRATIVE TRANSPORTATION COORDINATOR, NYC DEPARTMENT OF TRANSPORTATION, DIVISION OF TRAFFIC OPERATIONS, 98-50 57TH ROAD, 2ND FLOOR, WASHPETH, NY 11378, PH#718.894.1835, FAX# 718.894.8397, EMAIL: JPREMAUS@DOT.NYC.GOV. THE FOLLOWING INFORMATION MUST BE GIVEN TO NYCDOT: (1) PARKING/METER-METER NUMBERS; (2) LOCATION OF METERS AND (3) DATE WHEN METERS CAN BE RE-INSTALLED.

MPT-GI.2

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MPT-GI.2

MAINTENANCE AND PROTECTION OF TRAFFIC **FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W.** **MPT NOTES**

CONSTRUCTION OF RIGHT-OF-WAY BIOSWALES, RAIN GARDENS AND STORMWATER GREENSTREETS

1. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB TO EXCAVATE AND CONSTRUCT NEW GREEN INFRASTRUCTURE PRACTICES AS APPROVED AND DIRECTED BY THE ENGINEER. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY UP TO 5' INTO THE DRIVING LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE STORMWATER GREENSTREET TO EXCAVATE AND CONSTRUCT THE STORMWATER GREENSTREETS AS APPROVED AND DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL INITIALIZE THE CONSTRUCTION OF NEW GREEN INFRASTRUCTURE PRACTICES IN A WORK AREA OF 60 FEET MAX. UNLESS DIRECTED AND APPROVED BY AN ENGINEER, AFTER A SATISFACTORY START OF THE WORK, AND AS APPROVED AND DIRECTED BY THE ENGINEER, THE CONTRACTOR WILL BE PERMITTED TO EXTEND THE WORK AREA TO THE MAXIMUM LENGTH OF 120 FEET FOR STREET SEGMENTS CONTAINING MULTIPLE GREEN INFRASTRUCTURE PRACTICES.
3. PLACE PLASTIC BARRELS TO DELINEATE THE WORK AREA WIDTH AND PEDESTRIAN STEEL BARRICADES FOR THE PROTECTION OF PEDESTRIANS AS SHOWN IN TYPICAL PLANS AND AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL CLOSE THE SIDEWALK AND DIVERT PEDESTRIANS AROUND THE WORK AREA AS INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, EMERGENCY EXIT AREAS SHALL BE CONTINUOUS AT ALL TIMES.
6. UPON COMPLETION OF EACH DAYS WORK THE CONTRACTOR SHALL RELOCATE THE BARRELS AND BARRICADES ADJACENT TO THE CURB. THERE SHALL BE NO DIRECT PAYMENT FOR THE DAILY RELOCATION OF BARREL AND BARRICADES HEREUNDER.
7. CONTRACTOR SHALL PROVIDE LOCAL PEDESTRIAN ACCESS AT ALL TIMES FOR NORMAL BUILDING ACTIVITY.
8. WORKING SIMULTANEOUSLY ON BOTH SIDES OF THE STREET WILL NOT BE PERMITTED.
9. CONTRACTOR SHALL MAINTAIN MPT AROUND BACKFILLED ROWS UNTIL INSTALL OF STEEL TREE PIT GUARD.
10. INLET AND OUTLETS SHALL BE SAND BAGGED UNTIL COMPLETION OF ALL BACKFILLING AND JUTE MESH INSTALLATION AT GREEN INFRASTRUCTURE PRACTICES HAVE BEEN COMPLETED.

CONSTRUCTION OF NEW CURBS

1. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB LINE TO REMOVE EXISTING CURB AND CONSTRUCT NEW CURB AS APPROVED AND DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL INITIALIZE THE CONSTRUCTION OF NEW CURBS IN A WORK AREA OF 200 FEET ONLY. AFTER A SATISFACTORY START OF THE WORK, AS APPROVED AND DIRECTED BY THE ENGINEER, THE CONTRACTOR WILL BE PERMITTED TO EXTEND THE WORK AREA TO THE MAXIMUM LENGTH OF 600 FEET.
3. PLACE PLASTIC BARRELS TO DELINEATE THE WORK AREA WIDTH AND PEDESTRIAN STEEL BARRICADES FOR THE PROTECTION OF PEDESTRIANS AS SHOWN IN TYPICAL PLANS AND AS DIRECTED BY THE ENGINEER.
4. PLACE CONSTRUCTION SIGNS AS SHOWN IN TYPICAL PLANS AND AS REQUIRED BY THE ENGINEER.
5. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, EMERGENCY EXIT AREAS SHALL BE CONTINUOUS AT ALL TIMES.
6. UPON COMPLETION OF CURB WORK AT EACH LOCATION THE CONTRACTOR SHALL BACKFILL AROUND CURB AND PLACE 4" ASPHALTIC CONCRETE MIXTURE TO RESTORE STREET. RESTORE SIDEWALK WITH 2" ASPHALTIC CONCRETE MIXTURE AT CORNERS ONLY WHERE DIRECTED BY THE ENGINEER. MAINTAIN PEDESTRIAN TRAFFIC AT CROSSWALK AREAS.
7. UPON COMPLETION OF EACH DAYS WORK THE CONTRACTOR SHALL RELOCATE THE BARRELS AND BARRICADES ADJACENT TO THE CURB. THERE SHALL BE NO DIRECT PAYMENT FOR THE DAILY RELOCATION OF BARREL AND BARRICADES HEREUNDER.
8. WORKING SIMULTANEOUSLY ON BOTH SIDES OF THE STREET WILL NOT BE PERMITTED.

CONSTRUCTION OF ROADWAY PAVEMENT

1. MAINTAIN AT LEAST ONE PEDESTRIAN CROSSWALK AT EACH CORNER. PEDESTRIAN TRAFFIC SHALL BE DETOURED AROUND WORK ZONE.
2. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, AND PEDESTRIAN USAGE OF THE SIDEWALK AREAS, SHALL BE CONTINUOUS AT ALL TIMES.
3. AFTER THE COMPLETION OF NEW PAVEMENT BASE AND CURING, RAMP AROUND MANHOLE HEADS WITH TEMPORARY ASPHALTIC MIXTURE, REMOVE BARRICADES, BARRELS AND OTHER TEMPORARY DEVICES AND OPEN THE ROADWAY FOR TRAFFIC, AS DIRECTED BY THE ENGINEER.
4. AFTER COMPLETION OF PAVEMENT IN THE WORK AREA, THE CONTRACTOR SHALL REMOVE BARRICADES, BARRELS, FENCING AND CONSTRUCTION SIGNS. OPEN FULL ROADWAY TO TRAFFIC AS DIRECTED BY THE ENGINEER.

CONSTRUCTION OF NEW SIDEWALKS

1. SIDEWALK CONSTRUCTION SHALL PROCEED IMMEDIATELY UPON COMPLETION OF CURB AS DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL PROVIDE AND INSTALL BARRICADES, LIGHTS AND WARNING SIGNS TO DELINEATE THE WORK AREAS AS SHOWN ON PLAN.
3. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB TO REMOVE EXISTING SIDEWALK AND CONSTRUCT NEW SIDEWALK AS APPROVED AND DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL CLOSE THE SIDEWALK AND DIVERT PEDESTRIANS AROUND THE WORK AREA AS INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. THE CONTRACTOR SHALL FURNISH, INSTALL AND REMOVE TEMPORARY PEDESTRIAN PASSAGeways, AND PROVIDE TEMPORARY PEDESTRIAN BRIDGES IN ACCORDANCE WITH TYPICAL PLAN TO FACILITATE THE FLOW OF PEDESTRIAN TRAFFIC AND ACCESS TO PRIVATE PROPERTY AS AND WHERE DIRECTED BY THE ENGINEER.
6. THE CONTRACTOR SHALL LIMIT THE EXTENT OF EXISTING SIDEWALK REMOVED EACH DAY TO THE SAME AREA OF CONCRETE SIDEWALK THAT WILL BE REPLACED THE FOLLOWING DAY. NO UNPROTECTED EXCAVATION SHALL REMAIN AT THE END OF EACH DAY'S WORK.
7. PROVIDE SMOOTH TRANSITION WITH ASPHALTIC CONCRETE MIXTURE BETWEEN SIDEWALK COMPLETED AND WORK YET TO BE STARTED.
8. CONTRACTOR SHALL PROVIDE LOCAL PEDESTRIAN ACCESS AT ALL TIMES FOR NORMAL BUILDING ACTIVITY.
9. AFTER COMPLETING THE WORK IN THE SIDEWALK AREA THE CONTRACTOR SHALL REMOVE ALL BARRICADES, LIGHTS, TEMPORARY SIGNS AND OTHER WARNING DEVICES AND ALL SURPLUS CONSTRUCTION MATERIAL AND SHALL REOPEN THE SIDEWALK TO PEDESTRIAN TRAFFIC AS DIRECTED BY ENGINEER.

MPT-GI.3

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MPT-GI.3

MAINTENANCE AND PROTECTION OF TRAFFIC FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W. LEGEND AND NOTES

TEMPORARY TRAFFIC SIGNS TABLE			
NAME	SIGN	COLOR CODE	DESCRIPTION
(A)		W20-1 A	ROAD WORK AHEAD
(B)		W20-2 A	DETOUR AHEAD
(C1)		M4-9 A	DETOUR (WITH ARROW)
(C2)		M4-9L A	DETOUR (WITH LEFT ARROW)
(C3)		M4-9R A	DETOUR (WITH RIGHT ARROW)
(D1)		W1-4L A	LARGE ARROW KEEP LEFT
(D2)		W1-4R A	LARGE ARROW KEEP RIGHT
(E)		R11-2 B	ROAD CLOSED
(F)		R11-3a B	ROAD CLOSED (EXCEPT LOCAL & EMERGENCY TRAFFIC)
(G1)		W1-6L A	ONE WAY (ARROW POINTING LEFT)
(G2)		W1-6R A	ONE WAY (ARROW POINTING RIGHT)
(K)		R9-11 B	SIDEWALK CLOSED, CROSS HERE (WITH ARROW)
(L)		R9-10 B	SIDEWALK CLOSED, USE OTHER SIDE (WITH ARROW)
(M)		R3-2 B	NO LEFT TURN
(N)		R3-1 B	NO RIGHT TURN
(O)			END ROAD WORK
(P)		W6-3 A	TWO WAY TRAFFIC

TEMPORARY TRAFFIC SIGNS TABLE			
NAME	SIGN	COLOR CODE	DESCRIPTION
(Q)		W4-2L A	LANE REDUCTION TRANSITION SIGN
(R)		R3-3 B	NO TURNS
(S)		W20-3 A	ROAD CLOSED AHEAD
(T)		M6-4 B	DOUBLE ARROW
(V)		M6-1 B	ARROW (LEFT OR RIGHT)
(W)		R3-5 B	RIGHT (LEFT) TURN ONLY
(X)		R9-9 B	SIDEWALK CLOSED, USE WALKWAY
(Y)		W20-5 A	LANE CLOSED AHEAD
(Z)		W20-7a A	FLAGGER

LEGEND	
	CONSTRUCTION WORK AREA
	ONE WAY TRAFFIC (EXISTING)
	TWO-WAY TRAFFIC (EXISTING)
	TIMBER CURB (W/ ORANGE FENCING)
	PEDESTRIAN STEEL BARRICADE
	PLASTIC BARRELS
	TEMPORARY SIGN WITH TEXT
	R.O.W.
	ROWB

NOTES:

1. ALL SIGNS AS PER LATEST EDITION OF THE NATIONAL "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
2. DIMENSIONS ARE SHOWN IN INCHES AND ARE SHOWN AS WIDTH X HEIGHT. THESE TABLES ARE FOR REFERENCE PURPOSES ONLY. FOR ADDITIONAL SIGNAGE NOT SHOWN ON THESE TABLES (REFER TO THE MUTCD).
3. ALL SIGNS TO BE REFLECTORIZED.
4. ALL SIGNS TO BE 5' HIGH.
5. LETTERS ON SIGNS TO BE 5" HIGH.
6. SIGN LOCATION TO BE DETERMINED BY THE ENGINEER.
7. MOUNTING OF SIGNS TO BE AS DIRECTED AND APPROVED BY THE ENGINEER.

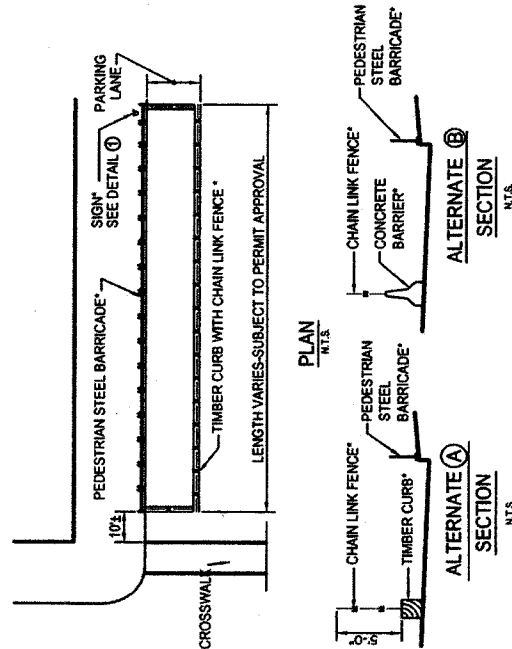
COLOR CODE LEGEND	
CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLUORESCENT YELLOW GREEN BACKGROUND

MPT-GI.4

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MPT-GI.4

MAINTENANCE AND PROTECTION OF TRAFFIC **FOR CONSTRUCTION OF GREEN INFRASTRUCTURE IN THE R.O.W.** **DETAILS**

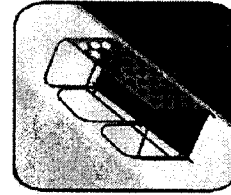


TEMPORARY STORAGE AREA
PROJECT NAME
CONTRACTOR'S NAME
FIELD OFFICE ADDRESS
TELEPHONE NO.

DETAIL (1)
INFORMATION SIGN

NOTES

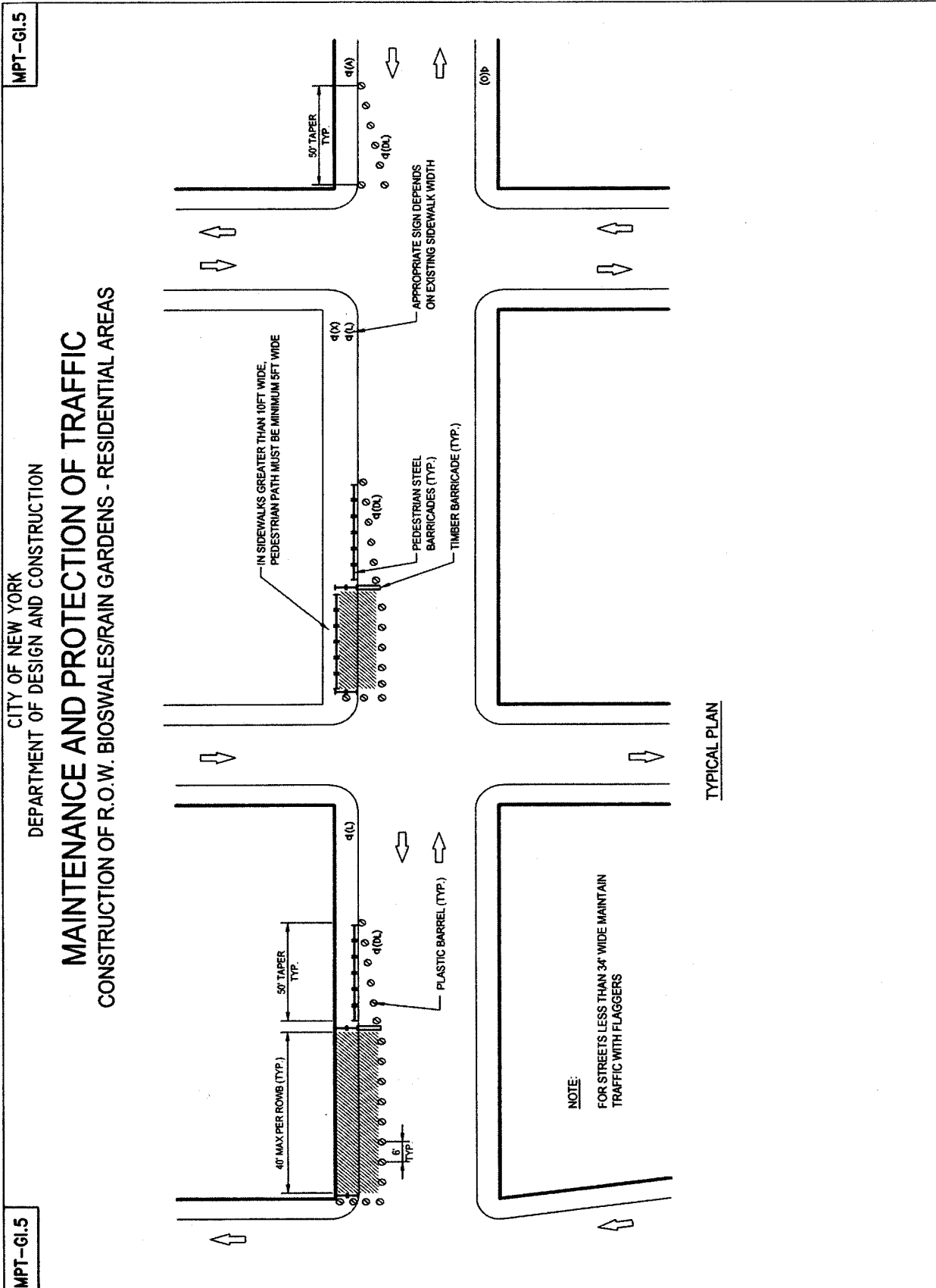
- NO DIRECT PAYMENTS FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES.
- PROVIDE TAPER AT APPROACH END TO CHANNELIZE TRAFFIC PER NYSDOT MUTCD.
- TIMBER CURB WITH CHAIN LINK FENCE TO BE USED FOR LONG TERM STORAGE.
- FOR SHORT TERM STORAGE USE PLASTIC BARRELS WITH ORANGE FENCING.



AFTER SOIL INSTALLATION,
MULCH SHOULD BE PLACED ON
THE ENGINEERED SOIL.
PEDESTRIAN BARRICADES AND
PROTECTIVE FENCING SHOULD
BE INSTALLED UNTIL THE SITE
IS FULLY PLANTED AND TREE
GUARDS ARE INSTALLED.

TEMPORARY STORAGE AREA

TEMPORARY PROTECTION OF ROWB



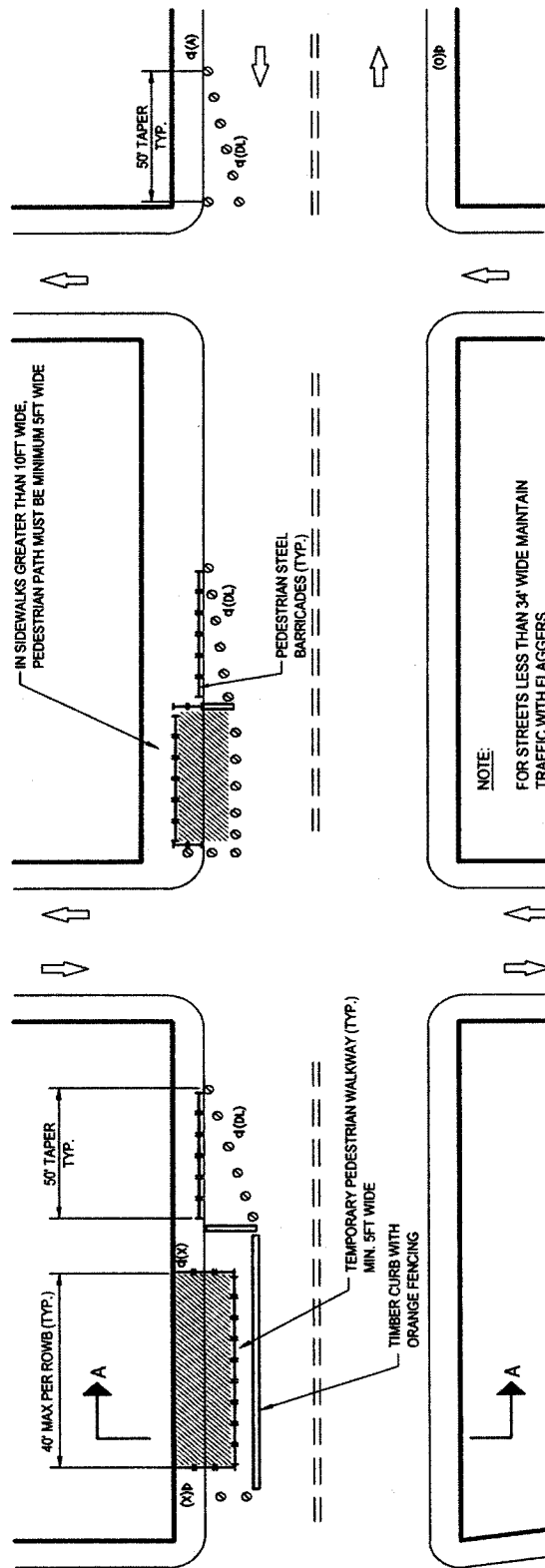
MPT-GI.6

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

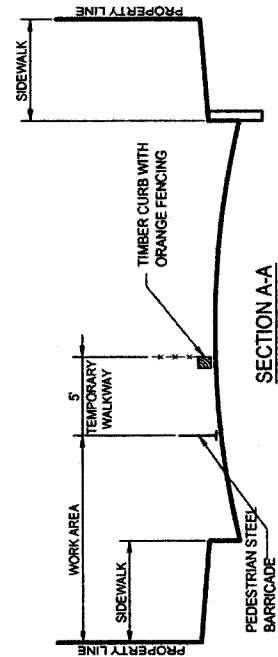
MAINTENANCE AND PROTECTION OF TRAFFIC

CONSTRUCTION OF R.O.W. BIOSWALES/RAIN GARDENS - HIGH DENSITY PEDESTRIAN TRAFFIC AREAS

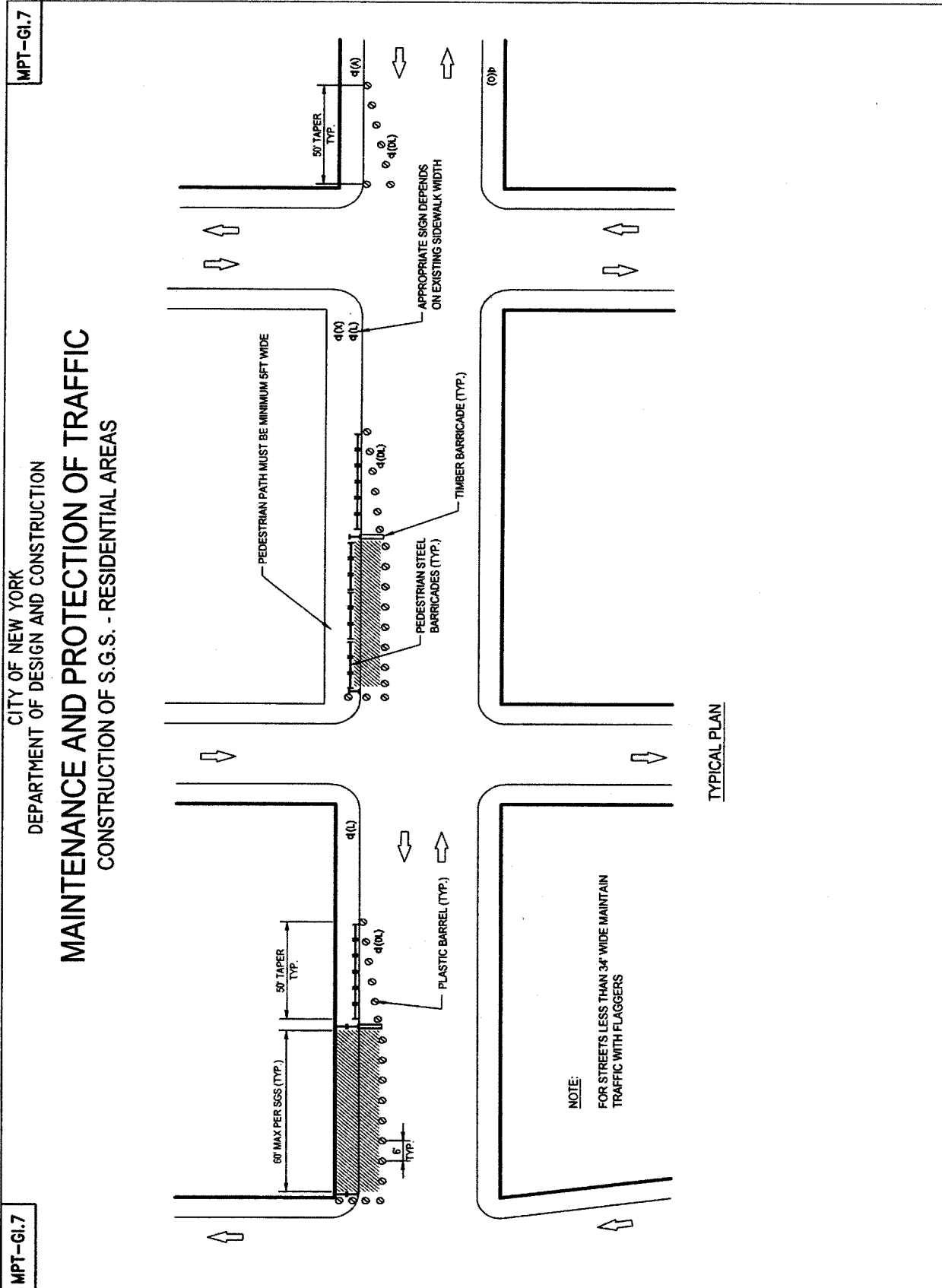
MPT-GI.6



TYPICAL PLAN



SECTION A-A

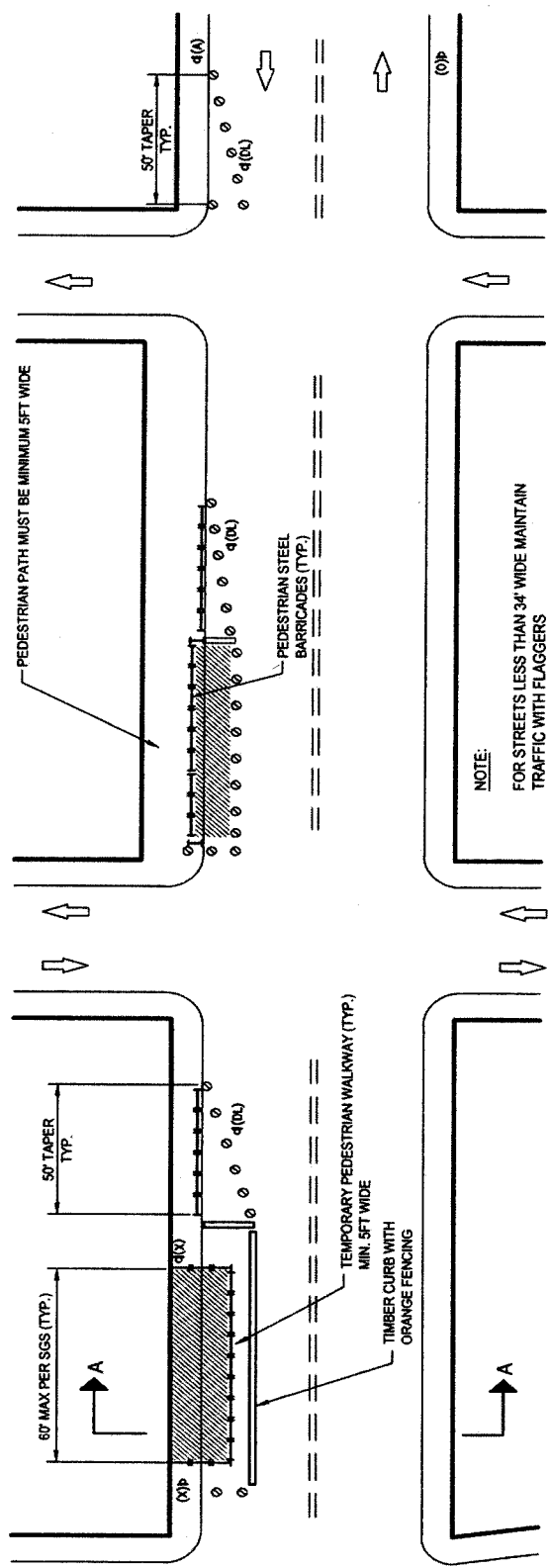


MPT-GI.8

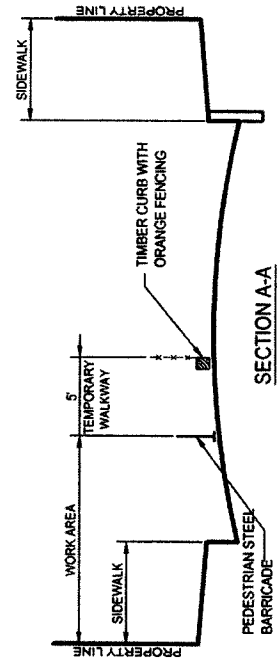
CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

MAINTENANCE AND PROTECTION OF TRAFFIC **CONSTRUCTION OF S.G.S. - HIGH DENSITY PEDESTRIAN TRAFFIC AREAS**

MPT-GI.8



TYPICAL PLAN



(NO TEXT ON THIS PAGE)

SECTION 7.13 -GI
Maintenance of Site

7.13GI.1. DESCRIPTION. This section describes the maintenance, protection and cleanup of the construction site at each Green Infrastructure facility. The Contractor is placed on notice that he shall be required to provide a safe and clean site throughout all phases of the work and during all of his operations at each Green Infrastructure facility, and further that the monitoring by the City of the Contractor's site maintenance, site protection and site clean up is considered for the purposes of the contract to be a project objective necessary to eliminate and/or mitigate public disruption and inconvenience, and to insure public health and safety. The Contractor shall therefore, at all times, conduct this operation in a manner which promotes a clean site and insures the convenience, safety and health of general users consisting of, but not limited to, the motorist, the pedestrian and the abutting property owners/tenants, as well as those of his own employees.

The provisions of this section are supplementary to and do not abrogate the General Conditions (Section 1.06) of the NYC Department of Transportation Standard Highway Specifications or the General Notes on the Contract Drawings relating to the protection and cleanup of the site, and the delivery and storage of materials at the site of each Green Infrastructure facility. Furthermore, any conditions pertaining to the maintenance, protection and cleanup of the construction site during the life of the contract which are addressed in the General Conditions and in the General Notes on the Contract Drawings, whether or not addressed under this Section, shall be deemed as having been addressed under this Section.

7.13GI.2. METHODS. All methods shall comply with the requirements of Subsection 7.13.2 of the NYC Department of Transportation Standard Highway Specifications.

7.13GI.3. STORAGE OF MATERIALS AND EQUIPMENT. All storage of materials and equipment shall comply with the requirements of Subsection 7.13.3 of the NYC Department of Transportation Standard Highway Specifications.

7.13GI.4. NONCONFORMANCE. If the Contractor fails to maintain and protect the site of a Green Infrastructure under construction adequately and safely for a period of three (3) or more consecutive hours, the Engineer may correct the adverse conditions by any means he deems appropriate, including, but not limited to, "outside services," and shall deduct the cost of the corrective work from any monies due the Contractor.

However, where major nonconformance with the requirements of this specification is noted by the Engineer, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer, regardless of whether corrections are made by the Engineer as stated in the paragraph above.

Furthermore, in addition to the remedies specified above, in the event the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of the contract and the specifications in the matter of providing facilities and services for the maintenance, protection and cleanup of the construction site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum shown per calendar day in Schedule A, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

Any money due the City of New York under this provision shall be deducted from the amounts due or to become due to the Contractor for work performed under the contract.

7.13GI.5. MEASUREMENT. The quantity to be measured for payment shall be the number of Green Infrastructures constructed under this contract for which the Contractor has provided adequate Maintenance of Site. Measurement shall be made on a one time basis for each Green Infrastructure and no additional measurement or payment will be made for maintaining the site at the same Green Infrastructure location. Where there are two (2) or more Green Infrastructure facilities in the same block each be counted as a separate Green Infrastructure facility.

However, no measurement for payment will be made under this Item No. 7.13 -GI for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

7.13GI.6. PRICE TO COVER. The price bid for Maintenance of Site shall be a unit price for EACH Green Infrastructure which shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to maintain, protect and clean up the site at each Green Infrastructure, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer.

Payment under each location will be made in proportion to the percentage of the Green Infrastructure actually completed.

Payment will be made under:

Item No.	Item	Pay Unit
7.13 -GI	MAINTENANCE OF SITE	EACH

SECTION GI-2.03 CONCRETE APRON

GI-2.03.1 INTENT

This section describes the reinforced concrete aprons. The Contractor shall concrete aprons of the types shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings.

GI-2.03.2 KIND

(A) Reinforced concrete aprons shall comply with the requirements of NYC Department of Transportation Standard Highway Specifications, Subsections 4.05.3, 4.05.4. and 4.05.5, and Section 4.14.

(B) Unless otherwise specified grout shall be Cement Grout composed of neat cement and water and shall comply with the requirements of Section 3.06 of the NYC Department of Transportation Standard Highway Specifications.

GI-2.03.3 PHYSICAL REQUIREMENTS

(A) The minimum acceptable average compressive strength of five-apron samples is 5000 psi, with no individual apron less than 4500 psi. The maximum acceptable average freeze/thaw loss of five- block samples, subjected to 42 freeze/thaw cycles in a 3% NaCl solution, shall not exceed 1.0%, with no individual sample exceeding 1.5%.

GI-2.03.4 METHODS

(A) All equipment and methods of construction shall comply with the requirements of the NYC Department of Standard Highway Specifications, Subsections 4.05.4. and 4.05.5, and Section 4.14 with the following modifications and additions:

(1) At each bioswale there shall be a pair of reinforced concrete aprons consisting of one inlet type and one outlet type reinforced concrete apron. For installations in existing pavement, the Contractor shall be required to first full-depth saw cut and remove the pavement to the dimensions of the aprons as shown on the Contract Drawings and directed by the Engineer. The Contractor shall then backfill the excavated area to insure that the reinforced concrete apron will be placed to its proper elevation with foundation material which shall comply with the requirements of Subsection 4.05.2.(A) of the NYC Department of Transportation Standard Highway Specifications.

The earth subgrade, immediately before foundation material is placed on it, shall be compacted to a minimum of 95 percent of Standard Proctor Maximum Density, smooth, parallel to and at the required depth below the finished concrete apron surface and be dampened with water sufficient only to be absorbed by the subgrade. The subgrade shall not be in a muddy or frozen condition and unsuitable material shall be removed and replaced with acceptable material thoroughly compacted.

The foundation material shall be placed on the prepared subgrade, in a manner to minimize segregation, using equipment and procedures approved by the Engineer. Uncontrolled spreading from piles dumped on the grade resulting in segregation will not be permitted. Foundation material shall then be wetted to the optimum moisture content, based on a laboratory 5 point Proctor density test, and thoroughly compacted using an approved plate compactor. Compaction of foundation material shall range between 90% and 95% of the Standard Proctor Maximum Density, as directed by the Engineer, depending upon material used. Unsatisfactory subgrade material shall be removed and replaced with acceptable material thoroughly compacted to a minimum of 95% of Standard Proctor

Maximum Density. The top surface of the foundation material shall be parallel to the finished grade and at a distance below the grade equal to the specified thickness of concrete.

(2) Following the placing and spreading of concrete, it shall be struck-off and finished to conform to the cross-sections shown on the Contract Drawings. The final finish shall be made by brooming after the water sheen has disappeared as per the requirements for Bus Stop Pavements, Section 4.05.5.(K)(2) of the NYC Department of Transportation's Transportation Standard Highway Specifications.

(3) Contractor shall furnish and install a welded wire fabric as per the NYC Department of Environmental Protection's Standard for Green Infrastructure. The welded steel wire fabric shall be laid in sheets which are straight and true to form and shall be securely held in position by approved methods so that they will be in their prescribed position after the concrete has been placed.

(4) Where the Contractor chooses to precast the reinforced concrete apron, it shall be constructed in accordance with the following requirements:

Fabrication

a. Precast reinforced concrete aprons shall be fabricated to conform to the shapes and sizes shown on the Contract Drawings.

b. The Contractor shall provide the Engineer with shop drawings and detailed construction procedures for the aprons. Shop drawings shall show the form dimensions and location and type of reinforcement in the precast reinforced concrete aprons. The drawings shall be delivered to the Engineer for approval ten (10) working days before fabrication is to begin. No work shall begin until the drawings are approved.

c. The tolerance on placement of welded steel wire fabric in the apron shall be ± 1 inch. The chairs, spacers or other devices used to maintain the welded steel wire fabric in position shall have rust resistant tips. The cost of any welded steel wire fabric required to transport the precast reinforced concrete aprons shall be deemed included in the cost of these items.

d. Concrete shall be consolidated in the forms by internal vibrators. Exposed surfaces shall be free from objectionable imperfections, such as honeycomb and air voids as determined by the Engineer. If air voids collect at the interface of the concrete and forms, the forms shall be tapped on the outside with rubber mallets or similar devices to displace the entrapped air.

Curing

a. The precast reinforced concrete aprons may be cured as per the requirements for cast in place concrete aprons.

b. If the precast reinforced concrete aprons are steam cured, the aprons shall be cured in an enclosure free from outside drafts, and cured in a moist atmosphere. The temperature shall be maintained at a temperature between 125 degrees and 160 degrees F. by the injection of steam for a period of not less than 12 hours. Steam curing shall not begin in less than 2 hours from the time that the last concrete was placed. Care shall be taken by the Contractor to prevent localized "hot spots" caused by the steam lines. A continuous temperature time recorder is required for each enclosure. The temperature of the curing atmosphere for any method shall not be increased or decreased at a greater rate than 40 degrees F. per hour.

Repair

- a. Where approved by the Engineer, occasional imperfections in manufacture or those caused by mishandling may be repaired. The repairs shall be properly finished and cured. The color of the repaired area shall match as closely as possible with the rest of the apron color. Repairs may be made with a mixture of sand and cement, and shall be made to the satisfaction of the Engineer.
- (B) Apron dimensions shall be as required in the contract documents. Dimensions shall not vary by more than 1/4 inch from those specified. Aprons shall be sound and free from cracks or other defects that would interfere with their proper placement or performance.
- (C) Basis of Acceptance - The precast reinforced concrete apron shall be accepted at the job site based on the following:
- (1) The manufacturer's name must appear on the N.Y.S. Department of Transportation's Approved List of "Precast Concrete Manufacturers Approved for QC/QA Production" for either Product Group 1, 2, or 4.
 - (2) A manufacturer's certification.
 - (3) An acceptable product evaluation made by the Engineer.
- (D) Prior to installation, the subgrade must be compacted and carefully graded such that the concrete apron slab will be seated flush on the subgrade, at the proper elevation and slope as shown on the Contract Drawings.

GI-2.03.5 MEASUREMENT

The quantity to be measured for payment shall be the number of cubic feet of concrete used in reinforced concrete aprons constructed at the site to the satisfaction of the Engineer, measured in place to the nearest tenth of a cubic foot; however, no measurement for payment will be made under this Item No. GI-2.03 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.03.6 PRICE TO COVER

The contract price bid per cubic foot of concrete apron shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, excavation of existing pavement, concrete, welded steel wire fabric, grout, and restoration of any disturbed adjacent pavement, as may be required, to satisfactorily complete the work; preparation and submission of shop drawings and concrete mix design criteria; supports, forms, joint filler, and joint sealer; curing; damping of the subgrade; to furnish samples for testing; and to maintain the reinforced concrete aprons in good condition as specified in Section 5.05 of the NYC Department of Transportation Standard Highway Specifications; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of furnishing and placing fill or backfill, as may be required, shall be deemed included in the contract price bid for Item 4.11 CA - Fill, Place Measurement.

The cost of full depth sawcutting of pavement, as may be required, shall be paid for under Item GI-5.21R - Sawcutting Existing Roadway Pavement.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.03	CONCRETE APRON	C.F.

**SECTION GI-2.03A
PRECAST CONCRETE CULVERT COVER**

GI-2.03A.01 INTENT

This section describes the precast concrete culvert cover of the types shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings, as specified herein, and directions of the Engineer.

GI-2.03A.02 PRECAST COMPONENTS

The precast components shall be designed to conform to requirements stated in ASTM C857-07 "Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures", ASTM C858-10E1 "Standard Specification for Underground Precast Concrete Utility Structures" and ACI-318 "Building Code Requirements for Reinforced Concrete".

Size and layout of the decking system shall be as drawn in the details.

- A. Cement shall conform to ASTM C150-07, "Standard Specification for Portland Cement".
- B. Fine and coarse aggregates shall conform to ASTM C33, "Standard Specification for Concrete Aggregates".
- C. Chemical Admixtures shall conform to ASTM C260 "Standard Specification for Air-Entraining Admixtures for Concrete and ASTM C494 "Standard Specification for Chemical Admixtures for Concrete".
- D. Steel reinforcing bars shall conform to ASTM A615 "Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement".
- E. Steel reinforcing wires and welded wire mats shall conform to ASTM A1064 "Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete".
- F. Embedded steel shapes and plates shall conform to ASTM A36 "Standard Specifications for Carbon Structural Steel".

GI-2.03A.03 CONCRETE

Batching, mixing and placing of concrete shall conform to ASTM C94 "Specification for Ready-Mix Concrete" and ACI 304 "Guide for Measuring, Mixing, Transporting and Placing Concrete". All materials shall be pre-weighed prior to mixing. Concrete shall obtain a minimum compressive strength of 5,000 psi at 28 days of age. Concrete shall contain 6% entrained air by volume (plus or minus 1%).

GI-2.03A.04 REINFORCEMENT

Fabrication and placement shall conform to ACI-318 "Building Code Requirements for Structural Concrete and Commentary".

GI-2.03A.05 METHODS

- A. The concrete trench shall be furnished and installed as per the NYC Department of Environmental Protection Standards for Green Infrastructure drawings. It shall be designed and constructed to fit and suspend the Concrete Culvert Cover as shown in the plans, so that no gaps or hazards exist once the concrete decking is installed.

GI-2.03A.06 SUBMITTALS

- A. Manufacturer must have experience in design and fabrication of similar products and with facilities for fabricating the precast concrete culvert cover with the quality specified herein and without delay to the specified schedule.
- B. The Contractor shall furnish: Shop drawings, in accordance with the requirements of Subsection 1.06.13. of the NYC Department of Transportation Standard Highway Specifications. Engineering layout drawings will be provided for approval and to assist field installation. The drawings will include dimensions, identification and location of each trench part in the trench layout along with a bill of material.

GI-2.03A.07 METHOD OF MEASUREMENT.

The quantity to be measured for shall be the number PRECAST CONCRETE CULVERT COVER actually installed to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.03A for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.03A.08 PRICES TO COVER.

The contract price bid for PRECAST CONCRETE CULVERT COVER shall be a unit price per EACH, and shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and install PRECAST CONCRETE CULVERT COVER including, but not limited to, furnishing and installing expansion joint material and crushed stone leveling course material; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.03A	PRECAST CONCRETE CULVERT COVER	EACH

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**SECTION GI-2.04
PRECAST POROUS CONCRETE**

GI-2.04.1. DESCRIPTION. Under this Section, the Contractor shall be required to furnish and install a Precast Porous Concrete Gutter systems adjacent to the curb and a Precast Porous Concrete Walkway system between hydraulically connected Right-of-Way Bioswales (R.O.W.B). Each Precast Porous Concrete system shall include, but not be limited to: 5" thick modular precast porous concrete paving slabs; edge restraints; an un-compacted/screed crushed stone leveling (base) layer; and either a compacted broken stone storage reservoir (subbase) course wrapped in geotextile over a prepared subgrade in the Gutter system or an Open-Graded Stone Base wrapped in geotextile in the Walkway system; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

GI-2.04.2. MATERIALS.

A. PRECAST POROUS CONCRETE PAVING SLAB

1. Precast Porous Concrete Gutter systems shall be Stormcrete™ or approved equivalent.
2. Manufacturer: Stormcrete™ Precast Porous Concrete Paving Slab System manufacturers shall include, but not be limited to, the following:
 1. Porous Technologies, LLC
8 Blue Moon Drive
North Yarmouth, ME 04097
1-877-271-9055
 2. Faddis Concrete Products
2206 Horseshoe Pike
Honey Brook, PA 19344
610-269-4685
 3. Pre-cast Concrete Products of Maine, Inc.
139 Main Street
P.O. Box 307
Topsham, ME 04086
800-696-8265
 4. Camp Precast Concrete, Inc
78 Precast Road
Milton, VT 05468
802-893-2401
 5. Or Approved Equal.
2. Each precast porous concrete paving slab shall have permanent lifting points imbedded in the top of the slabs for ease of slab installation, maintenance, removal, and reinstallation; and, shall be reinforced with epoxy coated steel bars as per the Manufacturer's recommendations.
3. Typical dimensions of precast porous concrete paving slab in plan shall be 5 ft. by 1-1/2 ft. for gutters adjacent to bioswales and 5 ft. by 4 ft. for the walkway between hydraulically connected bioswales. All precast porous concrete paving slabs shall be 5 inches thick.
4. Average core compressive strength of at least 3,000 psi at 28 days per ASTM C42/C42M; and shall conform to ACI 522R-06.
5. Infiltration rate in accordance with ASTM C 1701/C 1701M; and shall conform to ACI 522R-06.

6. Concrete average unit weight shall be 125 lb/cf (+/- 5%) conforming to ACI 522R-06.
7. Slab units shall include a minimum of 2 lifting permanent lifting points for the 1.5 ft. x 5 ft. units and a minimum of 4 lifting permanent lifting points for the 4 ft. x 5 ft. units.
8. Precast porous concrete slabs shall be cured by the manufacturer's approved methods. Slabs shall not be shipped until the porous concrete has achieved 85% of the minimum compressive strength.

B. EDGE RESTRAINT

1. Edge restraints installed at exterior sides of precast porous concrete pavers shall be as follows:
 - a. Expansion Joint Material and either of the following to be furnished and installed under other concrete items: Precast Concrete, Cut Stone or Cast-in-Place Concrete, as shown on the Contract Drawings.
 - b. Manufacturer: Expansion Joint Material shall be from a manufacturer listed in the current New York State Department of Transportation's approved list of Premoulded Resilient Joint Fillers. Precast Concrete, Cut Stone and Cast-in-Place edge restraint shall comply with the requirements of other contract items.
 - c. Material Standards for Expansion Joint Material shall comply with the requirements of Section 2.15, Type IV, in the New York City, Department of Transportation, Standard Highway Specification, as currently amended, and shall be either one-quarter (1/4") inch or one-half (1/2") inch thick, at the Contractor's option.

C. BROKEN STONE RESERVOIR (SUBBASE) FOR GUTTER SYSTEMS AND LEVELING COURSE FOR BOTH THE GUTTER SYSTEM AND WALKWAY SYSTEM

1. Use of screened rounded gravel is prohibited.
2. All broken stone material acceptable under this section shall be sound, hard, durable, unweathered stone freshly broken. All broken stone shall be double-washed and clean and free of all fines and debris, not contaminated with clay, and free from any organic or other deleterious material.
3. Broken stone reservoir (subbase) for gutter systems shall be 3/4" (nominal) size conforming to ASTM C33, Size Number 6 in TABLE 2 Grading Requirements for Coarse Aggregates. Thickness of compacted reservoir course shall be as shown on the Contract Drawings or as otherwise directed by the Engineer.
4. Un-compacted/screed broken stone for leveling course shall be 3/8" (nominal) size conforming to ASTM C33, Size Number 8 in TABLE 2 Grading Requirements for Coarse Aggregates. Thickness of un-compacted/ screed leveling course layer shall be three (3") inches, unless otherwise shown on the Contract Drawings.
5. Product Substitutions: Substitutions may be allowed for gradations of broken stone storage reservoir (subbase) and leveling course. Compacted broken stone for storage reservoir (subbase) shall have a minimum porosity of 0.40. All substitutions shall be as approved by the Engineer.

D. OPEN-GRADED STONE (SUBBASE) FOR WALKWAY SYSTEMS

1. Open-graded stone (Subbase) shall be furnished and place in accordance with I-Pages, Section GI-2.07 and wrapped in geotextile fabric in accordance with I-Pages, Section GI-2.09, contained herein.

E. GEOTEXTILE FABRIC FOR THE GUTTER SYSTEMS

1. Geotextile Fabric used to wrap the broken stone reservoir course in gutter systems shall meet the requirements of I-Pages, Section GI-2.09, contained herein.

GI-2.04.3. SUBMITTALS.

- A. The Contractor shall furnish: Shop drawings, in accordance with the requirements of Subsection 1.06.13. of the NYC Department of Transportation Standard Highway Specifications, showing the installation plan layout of each full and partial precast porous concrete paving slab complete with lifting points in surface, edge restraint detail(s), and geotextile manufacturer specification sheets, indicate materials outside perimeter and profiles/sections.
- B. Test results performed by an independent testing laboratory of the following:
 1. Particle-size analysis in accordance with ASTM C136 for the broken stone storage reservoir (subbase) and broken stone leveling course (base) with source(s) of supply noted.
 2. Infiltration rate in accordance with ASTM C1701/C1701M and bulk density for the precast porous concrete paving slabs conforming to ACI 522R-06.
 3. Average Core Compressive strength in accordance with ASTM C42/C42M of cores obtained from the precast concrete paving slabs; conforming to ACI 522R-06.

GI-2.04.4. METHOD OF CONSTRUCTION.

A. CONTRACTOR'S QUALITY CONTROL PLAN

1. A Quality Control Plan shall be furnished by the Contractor at least five (5) working days prior to installing the precast porous concrete paving slab system for the Engineer's approval before commencing work. The plan shall include, but not be limited to, horizontal and vertical layout of the work, installation of edge restraint, fine grading of subgrades, installing geotextile, placing and compacting broken stone reservoir course (subbase) or open graded stone (Subbase) as shown on the Contract Drawings, placing broken stone leveling course (base), and placing precast porous concrete paving slabs.
2. The installation contractor/subcontractor shall have documented experience with the successful installation of precast porous concrete paving slabs similar in complexity of this project.
3. The installation contractor/subcontractor shall use adequate forces to perform this work and shall indicate what equipment and work force he will be using.
4. Precast porous concrete paving slabs shall be visually inspected for completeness, texture and consistency with installation drawings. A small amount of "skinning", not to exceed 5% of the top or bottom of slab surface areas, will be allowed.
5. A review of the Contractor's installation plan will be done in a pre-construction meeting with the manufacturer's representatives, paving slab installation contractor/subcontractor, the Engineer, and the project's Design Engineer.

B. GENERAL

Before paving slabs are installed, the Contractor shall ensure that all materials and preparation for subbase and edge restraints are acceptable to the installer and manufacturer of precast pervious concrete paving slabs.

Preparation of subbase materials shall include proper compaction procedures, placement of geotextile fabric as shown on the Contract Drawings, conditions of subgrade soils, and any other potential obstructions to a satisfactory installation as specified herein.

C. WEATHER CONSIDERATIONS

1. Do not place and/or compact broken stone subbase in rain or snow, or on saturated or frozen subgrade.
2. Do not place and/or screed broken stone base in rain or snow, or on saturated or frozen subbase.
3. Do not install precast porous concrete slabs in rain or snow, or on saturated or frozen base.

D. DELIVERY, HANDLING AND STORAGE OF PRECAST POROUS CONCRETE PAVING SLABS

1. Coordinate delivery to not interfere with other construction and avoid delays.
2. Slabs shall be offloaded two at-a-time by forklift operated by a trained and experienced operator. Forklift must be equipped with 6-ft. long forks to safely offload slabs. Slabs delivered on pallets can be offloaded in its entirety.
3. Verify safe load capacity of forklift in accordance with Occupational Safety & Health Administration (OSHA) recommended practices. Only use forklifts with adequate safe load capacity.
4. Store slabs on level ground and propped with 4-in. by 4-in., minimum, timbers placed parallel to one another located directly beneath imbedded lifting points. Place timbers between each slab.
5. Slabs shall be stored in stacks not more than 6 slabs high.
6. Store slabs such that they are kept free from mud, dirt, grass cuttings, accumulation of foliage and debris.

E. STOCKPILING AND SAMPLING OF BROKEN STONE RESERVOIR AND LEVELING COURSE AGGREGATE

All material shall be stockpiled, unless otherwise directed. Stockpile construction requirements, sampling, testing and acceptance/rejection procedures shall be as stipulated in the appropriate New York State Department of Transportation publication in affect at the time of advertisement.

No material shall be added to a stockpile after the stockpile has been sampled for approval. Only material from approved stockpiles shall be placed on the subgrade for this section. The presence of any oversize particles in the stockpile will be cause for rejection of the entire stockpile. No material shall be removed for use from any stockpile until the stockpile has been sampled, tested, and approved in writing, by the Engineer, for placement on the subgrade. It shall be the duty of the Contractor to furnish suitable and approved excavating equipment for such sampling. Approval of a stockpile for placement on the subgrade shall not relieve, in any degree, the full responsibility of the Contractor to furnish, in its compacted position, a subbase course of select granular materials, the final condition of which conforms to all the requirements of the specifications for this section. In the event the Contractor shall have a plant or procedure resulting in

subbase course material of uniform quality, at a rate satisfactory to the Engineer, and such that satisfactory samples for tests can be obtained, the requirement for stockpiling may be waived. Prior approval of the Engineer must be obtained and the work must be done in accordance with such conditions as may be imposed in the approval. Such waiver shall remain in force only so long as a satisfactory material is produced.

F. EXCAVATION AND EARTH SUBGRADE FOR GUTTER INSTALLATIONS

The Contractor shall be required to full depth saw cut the roadway pavement as required to install precast porous concrete pavers within the gutter, as shown on the Contract Drawings. Excavation shall be made to dimensions sufficient to accommodate placement of the broken stone reservoir course material.

G. INFILTRATION SYSTEM SUBGRADE PREPARATION

1. Verify that the broken stone reservoir course or open graded stone base, as shown on the Contract Drawings, has been properly placed within the trench and compacted as approved and accepted by the Engineer.
2. The subgrade under the broken stone reservoir course shall not be compacted or permanently covered with geotextile, unless otherwise shown on the Contract Drawings or directed by the Engineer.
3. Prepared subgrades shall not be subject to construction equipment traffic.
4. Where erosion has caused accumulation of sediment or ponding on the subgrade, remove sediment with light equipment and/or manually. Scarify the underlying soils to a minimum depth of 6 inches with a York type rake, or equivalent equipment.
5. Restore any subgrade areas damaged by erosion, ponding, or traffic compaction to design line and grades prior to installation of storage reservoir course (layer) .

H. INSTALLATION

1. Acceptance of Site Conditions:

The Contractor shall inspect, accept and document in writing to both the Engineer and the slab installation contractor/subcontractor that site conditions meet specifications for the following prior to installation of concrete paving slabs.

- a. Verify that subgrade is dry and relatively compacted, surface tolerances and elevations conform to Construction Drawings and specified requirements.
- b. Verify location, type, and elevations of edge restraints, utility structures, manholes, and valve boxes.
- c. Do not proceed with installation of precast porous concrete paving system until site conditions are corrected by the Contractor or designated subcontractor.

2. General

- a. Any excess thickness of soil placed over the soil subgrade to trap sediment transported by runoff from adjacent construction areas shall be removed before placement of geotextile when shown on the Contract Drawings and the storage reservoir layer.

- b. Keep areas where precast porous concrete paving slabs are to be installed free of sediment during the entire construction period. Geotextiles when shown on the Contract Drawings and storage reservoir broken stone contaminated with sediment shall be removed and replaced with clean materials.
- c. Do not damage drainpipes, underdrains, observation wells, roadway boxes, manholes or any other utilities during installation. Report any damage immediately to the Engineer.

3. Geotextile Fabric

- a. Place the geotextile on the prepared subgrade and side slopes for it to wrap around the stone reservoir course and open graded stone, as shown on the Contract Drawings. Also place geotextile conforming to the requirements of I-Pages, Section GI-2.09 to wrap around the broken stone reservoir.
- b. Secure geotextiles in place to prevent shifting, wrinkling or folding during placement of the broken stone reservoir course and the leveling course.
- c. Overlap geotextile edges a minimum of 12 inches in the direction of drainage flow.

4. Broken Stone Reservoir Course in Gutters Systems

- a. Place 3/4" (nominal) size broken stone, conform to ASTM C33 Size Number 6 over the prepared subgrade and spread and level evenly by raking to a minimum thickness of six (6") inches. Do not disturb prepared subgrade or shift, wrinkle or fold the geotextile fabric and/or impermeable liner when and where place as shown on the Contract Drawings.
- b. The broken stone reservoir course material shall be spread in equal thickness layers. The spreading of any layer of this material shall be done with spreader equipment approved by the Engineer, and to such thickness that the maximum depth of the layer, after compaction, will be 6 inches. Spreading from piles dumped on the roadway will not be permitted. No segregation of large or fine particles will be allowed, but the material, as spread, shall be well graded, with no pockets of fine material. Water shall be added in such amounts as the Engineer may consider necessary to obtain satisfactory compaction.
- c. Compact layers with an approved vibrating plate compactors or impact rammers until there is no visible movement, weaving or deflection in the surface of the broken stone reservoir course.
- d. The surface tolerance of the compacted broken stone reservoir course shall be + 3/4 in. under a 10 ft. straightedge.
- e. Compacted storage reservoir area shall not substantially exceed that which is covered by paving slabs by the end-of-day.
- f. The Contractor shall assume full responsibility for any contamination and/or degradation of any part of this base during construction and shall, at his own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

5. Leveling Course Layer (Un-compacted/Screed Broken Stone). Prior to placing the leveling course layer, the subbase surface tolerance shall not be more than $\pm 3/8$ inch over a 10 ft. straight edge.
 - a. Place and spread ASTM C 33 Size Number 8 crushed stone evenly over the screed rails to a thickness of 2 to 3 inches. Level surface of crushed stone with screed.
 - b. Do not compact or disturb screed leveling layer.
 - c. The surface tolerance of the screed leveling layer shall be $+ 1/4$ inch under a 10 ft. straight edge.
 - d. Screed leveling layer placed shall not substantially exceed that which is covered by paving slabs by the end-of-day.

I. EDGE RESTRAINT

1. Edge restraints shall be either the existing pavement surface or required to be furnished and installed under other contract items, as shown on the Contract Drawings.

J. PAVING SLAB PLACEMENT

1. Since the uniformity of the leveling (base) layer determines the differential settlement between precast porous concrete paving slabs, the slab installer shall not be permitted to correct deficiencies in the leveling layer surface with additional stone, raking, compaction or by other similar means. The Contractor shall be required to check and accept the surface of the leveling layer, in writing to Engineer, prior to placing precast porous concrete paving slabs.
2. Paving slabs shall only be lifted and placed using swivels and spreader chains. Chains, cables or slings should never be wrapped around the paving slabs for lifting under any circumstances. Swivels shall be securely bolted snug but not over-tightened to avoid damage to the surface.
3. Place units hand tight without using metal hammers, pry bars or drift pins. Make horizontal adjustments to placement of laid slabs with wood wedges and levers, and rubber mallets as needed. Joint widths and lines shall be continually straightened as paving proceeds.
4. Unless otherwise recommended by the manufacturer of the precast porous concrete paving slabs, provide joints between slabs of $1/4$ " wide using spacers provided by the manufacturer of the precast porous concrete paving slabs. No joints shall exceed $1/4$ " in width.
5. Joints shall be left open. No stone or sand is to be placed in joints.
6. Joint lines shall not deviate more than $\pm 1/2$ inch over 50 ft. from string lines.
7. Fill gaps at the edges of the paved area with properly-sized end slabs.
8. Cut end slabs to be placed along the edge or corners with a masonry saw. Cut units shall be no shorter than $1/4$ of a whole slab.
9. Keep skid steer and forklift equipment off unrestrained paving slabs.
10. After an area is completely paved, set the precast porous concrete slabs into the screed broken stone leveling course layer by trafficking with light rubber-tired equipment.

11. Remove and replace any slabs cracked or damaged during installation with new ones. Reset slabs not in conformance with specified installation tolerances
12. Check final surface elevations of set slabs for conformance to design drawings. The final surface tolerance from grade elevations shall not deviate more than $\pm 3/8$ inch under a 10 ft. straightedge.
13. The surface elevation of set slabs shall be flush with manholes or the top of utility structures.

K. PROTECTION

After work in this section is complete, the Contractor shall be responsible for protecting the precast porous paving slab system from damage and/or contamination with mud, dirt, grass cuttings, accumulation of foliage and debris. Use plastic caps to fill permanent lifting points to protect the holes from filling with dirt or debris.

GI-2.04.5. MEASUREMENT.

- A. The quantity to be measured for

ITEM NO. GI-2.04W - PRECAST POROUS CONCRETE WALKWAY, 4 FT. WIDE

shall be the number of 5' long by 4' Wide Porous Concrete Walkways slabs actually installed at the site between hydraulically connected R.O.W.B. to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.04W for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

- B. The quantity to be measured for

ITEM NO. GI-2.04G - PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE

shall be the length in linear feet of 1-1/2 ft. Wide Precast Porous Concrete Gutter actually installed at the site to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.04G for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.04.6. PRICES TO COVER.

- A. The contract price bid for

ITEM NO. GI-2.04W - PRECAST POROUS CONCRETE WALKWAY, 4 FEET WIDE

shall be a unit price per each 5" thick Precast Porous Concrete Walkway, 4 Ft. Wide, and shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and install each precast porous concrete walkway paving slab including, but not limited to, furnishing and installing expansion joint material and crushed stone leveling course material; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of saw cutting of pavement, excavation, furnishing and installing edge restraints, compacted broken stone (subbase) course, geotextile, and restoration of street and sidewalk pavements if required, shall be paid

for under other contract items as appropriate.

B. The contract price bid for

ITEM NO. GI-2.04G - PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE

shall be a unit price per linear foot of Precast Porous Concrete Walkway, 1-1/2 Ft. Wide, and shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and install a 5" thick precast porous concrete gutter system including, but not limited to, furnishing and installing expansion joint material, compacted broken stone (subbase) course, leveling course, and geotextile; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of saw cutting of pavement, excavation, furnishing and installing edge restraints, and restoration of street pavement, if required, shall be paid for under other contract items as appropriate.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.04G	PRECAST POROUS CONCRETE GUTTER, 1-1/2 FEET WIDE	L.F.
GI-2.04W	PRECAST POROUS CONCRETE WALKWAY, 4 FEET WIDE	EACH

**SECTION GI-2.06
L-SHAPED EDGING**

GI-2.06.1. INTENT

Under this section, the Contractor shall furnish and install new landscape edging adjacent to the stone strip bed in bioswales as specified herein, as detailed on the Contract Drawings and the directions of the Engineer.

GI-2.06.2. MATERIALS

Edging shall consist of L-shaped PVC or aluminum edge restraint product, a minimum of six (6) inches high by five (5) inches wide, in up to ten (10) foot lengths. The thickness of the material shall be a minimum of 0.15 inches. Drainage holes flush with the horizontal leg shall be present on both the sides of the L-shaped edging. Nine (9) inch minimum length stakes shall be installed a minimum of every two (2) feet on center. The color of the edging shall be black.

Edging shall be Teco-Edg Specialty Edge Restraint manufactured by Oly Ola Edgings, Inc. in Villa Park, IL; GeoEdge Aluminum Green Building Edging manufactured by Permaloc Corporation in Holland, MI; or approved equivalent. Submit product cut sheets as shop drawings for Engineer's approval prior to ordering the product.

GI-2.06.3. DESCRIPTION

The edging shall be installed adjacent to the stone strip bed in bioswales where required, as shown on Contract Drawings and in accordance with the specifications and the directions of the Engineer.

GI-2.06.4. METHODS

(A) The edging shall be installed true to line and grade in accordance with the drawings and as directed by the Engineer. The "L" of the edging shall face towards the curb, and the top of the "L" shall be at or below the concrete curb elevation. Crushed stone shall be placed on top of the edging as per the drawings and as directed by the Engineer.

GI-2.06.5. RELATED SPECIFICATIONS

I-Pages Section GM-30 – Epoxy Bonded Stone Strip Bed

GI-2.06.6. MEASUREMENT AND PAYMENT

The quantity of Landscape Edging to be measured for payment shall be the number of linear feet of edging incorporated in the finished work, to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.06 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

The contract price bid per linear foot of Landscape Edging shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish and place approved "L" shaped Edging at the site to complete the work including, but not limited to, furnishing and installing 9" stakes, "H" clips and caps for joining lengths of edging; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.06	L-SHAPED EDGING	L.F.

**SECTION GI-2.07
OPEN GRADED STONE BASE**

GI-2.07.1. INTENT

Under this section, the Contractor shall furnish and install new open graded stone base as specified herein, as detailed on the Contract Drawings and the directions of the Engineer.

GI-2.07.2. KIND

All materials for this work shall comply with the latest New York State Department Of Transportation Standard Specifications Coarse Aggregate Section 703.02. The material shall be #5 crushed stone (or larger) that is washed and sorted between 3" and 4".

GI-2.07.3. DESCRIPTION

The thicknesses and locations of the "open-graded stone base" shall be as shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings, or as determined by field conditions and ordered by the Engineer.

GI-2.07.4. CONSTRUCTION METHODS

(A) Prior to the placement of any base material, the Contractor shall submit a representative sample to the Engineer and obtain approval, in writing.

(B) The material shall be spread in equal thickness layers.

(C) Prior to backfilling with the Open Graded Stone Base, the subgrade of the bioswale footprint shall be scarified to ensure no compaction. Stone base shall be placed by gravity with no additional compaction.

(D) The Contractor shall assume full responsibility for any contamination and/or degradation of any part of this base during construction and shall, at his own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

GI-2.07.5. MEASUREMENT

The quantity of OPEN GRADED STONE BASE to be measured for payment shall be the number of cubic yards of open graded stone incorporated in the finished work, measured in vehicles used for delivery at the project site(s), to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.07 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.07.6. PRICE TO COVER

The contract price bid per cubic yard of OPEN GRADED STONE BASE shall cover the cost of all labor, materials, equipment, insurance, and necessary incidentals required and completing the work, including, but not limited to, furnishing and laying open graded stone, and furnishing and applying water; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment for furnishing and installing **GEOTEXTILE FABRIC** will be made under Item No. GI-2.09.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.07	OPEN GRADED STONE BASE	C.Y.

SECTION GI-2.08 HDPE BARRIER

GI-2.08.1. INTENT

This section describes the HDPE BARRIER. The purpose of the High Density Polyethylene (HDPE) Barrier is to provide an impermeable layer which does not allow water to pass through it. The HDPE barrier shall be furnished and installed as shown on Contract Drawings, in accordance with the specifications and the directions of the Engineer.

GI-2.08.2. MATERIALS

The HDPE barrier shall consist of High Density Polyethylene (HDPE) Geomembrane sheets not less than 80 mil thickness, meeting or exceeding Geosynthetic Research Institute (GRI) Test Method GM13.

GI-2.08.3. SUBMITTALS

(A) The Contractor, prior to the start of work, shall submit to the Engineer for approval samples of the geomembrane in accordance with the requirements of Section 1.06.31 of the NYC Department of Transportation Standard Highway Specifications, and methods of splicing permitted at utility crossings.

(B) Certified material test reports showing that the geomembrane meet the specified requirements shall be submitted for each shipment and identified with specific lots prior to installing materials. Material test reports shall meet the requirements of ASTM and GRI test method GRI GM 13.

(C) The manufacturer shall submit certified test data to cover each shipment of the material.

GI-2.08.4. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) HDPE geomembrane sheets supplied for the project shall meet or exceed all required physical characteristics as defined below:

1. HDPE Geomembrane - High quality, high density polyethylene (HDPE) geomembrane specially formulated with virgin formulated polyethylene.
2. Thickness - Thickness shall not be less than (minimum average) 80 mil, measured in accordance with ASTM D5199.
3. Density - The Density shall not be less than 59 lb./ft³, measured in accordance with ASTM D1505.
4. Tear resistance - Tear resistance shall not be less than 40 lb., measured in accordance with ASTM D1004.
5. Puncture Resistance - Puncture Resistance shall not be less than 100 lb., measured in accordance with ASTM D4833.

6. The HDPE Barrier shall be strong enough to resist both rot and insects.

2.08.5. METHODS

- (A) Delivery - Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer.
- (B) Storage - Store materials in clean, dry area in accordance with manufacturer's instructions.
- (C) Handling - Protect materials during handling and installation to prevent damage.
- (D) Prior to the installation of the HDPE Barrier, the Contractor shall excavate the Bioswale area to the satisfaction of the Engineer.
- (E) Install HDPE Barrier as indicated on the Standards for Green Infrastructure.
- (F) The HDPE Barrier shall be placed in one piece directly on the vertical face of the excavation. No splicing will be permitted, except at utility crossings.
- (G) No equipment, materials or machinery shall be placed on or be transported over exposed HDPE Barrier.
- (H) HDPE Barrier shall be placed as shown on the plans and as directed by the Engineer. Care shall be taken in the placement of backfill under other items so as to prevent dislocation of the HDPE Barrier. If the HDPE Barrier is ruptured during installation, the rupture shall be covered with a patch of new HDPE Barrier that will overlap the undamaged area by at least six (6") inches in all directions. No additional payment will be made for the repair.

GI-2.08.6. MEASUREMENT

The quantity of HDPE Barrier to be measured for payment shall be the number of square feet of geomembrane installed at the site to the satisfaction of the Engineer. Measurement shall be made to the nearest square foot installed at each green infrastructure facility.

However, no measurement for payment will be made under this Item No. GI-2.08 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.08.7. PRICE TO COVER

The contract price for HDPE Barrier shall be a unit price bid per square foot and shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, handle, store, and install HDPE Barrier sheets, including, but not limited to, sheeting and bracing, cutting holes in the sheets for utilities, furnishing and installing stainless steel anchor bars and fastenings at the top of the sheet and caulking bead along the top seam of the HDPE membrane and the concrete curb or header; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
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GI-2.08

HDPE BARRIER

S.F.

SECTION GI-2.09 GEOTEXTILE FABRIC

GI-2.09.1. INTENT

This section describes geotextile fabric. The Contractor shall furnish and install non-woven geotextile - drainage as specified herein, in accordance with the NYC Department of Environmental Protection Standards for Green Infrastructure drawings and as directed by the Engineer.

GI-2.09.2 SUBMITTALS

(A) All submittals shall be submitted prior to purchase and shall be made in accordance with the requirements of the NYC Department of Transportation Standard Highway Specifications, General Conditions, Subsection 1.06.31.

(B) Samples: The Contractor shall furnish two (2) labeled samples of the geotextiles intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work shall conform to the approved samples.

GI-2.09.3. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Drainage application is defined as a soil to geotextile system that allows for long-term, adequate liquid flow normal to the geotextile with limited soil loss across the plane of the geotextile.

(B) Fibers used in the manufacture of drainage geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. The geotextile shall have no tears or defects which adversely alter its physical properties. Geotextiles used in drainage applications shall conform to the following properties for Non-Woven Geotextile Drainage:

Property	ASTM Test	Requirements
Structure		Non-Woven
Elongation	ASTM D4595	≥ 50%
Grab Strength (Min.)	ASTM D4632	700N (157 LBS)
Tear Strength (Min.)	ASTM D4533	250N (56 LBS)
Puncture Strength (Min.)	ASTM D4833	250N (56 LBS)
Permittivity (Min.)	ASTM D4491	0.21 / sec.
Apparent Opening Size (Max.)	ASTM D4751	0.25 mm (0.0098 inch) Std. No. 60 sieve

GI-2.09.4. BRAND

(A) Geotextiles shall be as manufactured by Advanced Drainage Systems, Inc., Hilliard, OH; Carthage Mills, Cincinnati, OH; Mirafi, Inc., Charlotte, NC; or approved equivalent.

GI-2.09.5. CONSTRUCTION METHODS

(A) Each geotextile roll shall be wrapped with a material that will protect the geotextile, including the ends of the roll, from damage due to shipment, water, sunlight, and contaminants. The protective wrapping shall be maintained during periods of shipment and storage. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, and any environmental condition that may damage the physical property values of the geotextile.

(B) Prior to installation of geotextile, the ground shall be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. Install geotextile at elevations and alignments as indicated on the drawings or as directed by the Engineer. The drainage geotextile shall be placed loosely with no wrinkles or folds. Care will be taken to place the geotextile in intimate contact with the soil so that no void spaces occur between the geotextile and trench or ground. Where the geotextile is to be installed in a trench, the geotextile shall be overlapped at the top of the trench, twelve (12) inches or the full width of the trench, whichever is less. If the geotextile is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric which will overlap the undamaged fabric at least six (6) inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

GI-2.09.6. MEASUREMENT

The quantity of GEOTEXTILE FABRIC to be measured for payment shall be the number of SQUARE YARDS actually installed at the site, in its final position, to the satisfaction of the Engineer. No quantity will be included for material used for repair of tears or for material used to provide the overlaps.

However, no measurement for payment will be made under this Item No. GI-2.09 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.09.7. PRICE TO COVER

The unit price bid per SQUARE YARD for GEOTEXTILE FABRIC shall cover the cost of furnishing all labor, material, equipment, insurance, submittals, soil testing, if necessary, and incidental expenses required to complete the work; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment for Excavation, Open Graded Stone Base, Engineered Soil, Gabions, and backfill or clean borrowed fill shall be paid for separately under other contract items as appropriate.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.09	GEOTEXTILE FABRIC	S.Y.

**SECTION GI-2.10
STEEL TREE GUARDS**

GI-2.10.1. INTENT

This section describes steel tree guards. The Contractor shall furnish and install Steel Tree Guards in accordance with the NYC Department of Environmental Protection Standards for Green Infrastructure drawings and as directed by the Engineer.

GI-2.10.2. MATERIALS

Steel tree guards shall conform to Specifications C1015 of the American Iron and Steel Institute (AISI) and shall be of solid steel and not hollow in section.

Concrete shall Type B-32 comply with the requirements of Sections 3.05 and 4.06 in the NYC Department of Transportation Standard Highway Specifications.

GI-2.10.3. SUBMITTALS

(A) The Contractor shall submit for the approval of the Engineer finished samples of parts of the steel tree guards. The workmanship and finish of the final product shall be equal to the approved samples. Also, the Contractor shall submit detailed shop drawings of steel tree guards for the approval of the Engineer.

(B) Paint Substitution: A written request for paint substitution must be submitted to the Engineer for approval. Contractor shall submit this request, along with manufacturer's data sheets for approval, a minimum of two weeks prior to the intended date of paint application. All paint substitutes must be approved in writing prior to use.

GI-2.10.4. CHEMICAL AND PHYSICAL REQUIREMENTS

Steel Tree Guards shall be constructed of bars, posts, and rails of the sizes shown on the plans. All material shall conform to Specifications C1015 of the AISI

GI-2.10.5. MATERIALS

(A) All material for the steel tree guards shall conform to Specifications C1015 of the AISI.

GI-2.10.6. CONSTRUCTION METHODS

(A) Steel Tree Guards shall be fabricated in strict accordance with the plans and approved shop drawings. Posts, pickets, bars, and rails shall be formed into panels of the shapes shown on the Contract Drawings. Joints shall be completely welded with welds of proper size and shape. All welds shall be ground smooth to a neat finish. Connections shall be provided as indicated on the plans. Welding shall conform to current industry requirements for this type of application.

(B) Steel spike shall be concrete encased as shown on the plans or as per Standards for Green Infrastructure

(C) Posts and pickets shall, in all cases, be truly vertical as shown on the plans. Rails and bars shall be parallel to grade as shown on the Contract Drawings. Panels shall be curved as required by the work. Dimensions of individual steel tree guards may vary as required by existing site conditions, in accordance with the directions of the Engineer.

(D) Steel tree guards shall receive three (3) shop applied coats of paint. A field applied touch-up coat shall be applied at the discretion of the Engineer. Immediately prior to painting, all surfaces of framework shall be thoroughly cleaned free of debris. All surfaces that are rust free shall be treated in

accordance with SP-1, Solvent Cleaning. Treatment shall be performed with a solvent such as mineral spirits, xylol, or turpentine to remove all dirt, grease, and foreign matter. Surfaces that show evidence of scale and rust shall be cleaned in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wire brushes, sandpaper, hand scrapers, or hand impact tools or SP-3, Power Tool Cleaning, a method generally confined to power wire brushes, impact tools, power sanders, and grinders in order to achieve a sound substrate. After the steel tree guards have been cleaned and prepared, they shall be painted as follows:

(1) First Coat (Shop Applied): Sherwin Williams # E41N1 Metal Primer, Brown, or approved equivalent. Primer is an alkyd oil, flat finish coating having a dry film thickness of 3 to 4 mils. Paint requires twenty four (24) hours drying time before recoating. Performance shall meet or exceed the standards of Federal Specification TT-P-86H.

(2) Second Coat (Shop Applied): Sherwin Williams High Solids Alkyd Metal Primer, B50 Series, Reddish Brown, or approved equivalent. Primer is an alkyd, low luster coating having a dry film thickness of 3-5 mils. Paint requires four (4) hours drying time before recoating (with alkyds)

(3) Third Coat (Shop Applied): Sherwin Williams Silicone Alkyd Low VOC B56Z Black, or approved equivalent. Topcoat is a silicon alkyd, high gloss coating having a dry film thickness of 2 -4 mils. Paint requires sixteen (16) hours drying time @ 45° F; eight (8) hours @ 77°F. (tack free)

Alternative paint manufacturers shall be Devoe and Reynolds, Co.; Pratt and Lambert, Inc.; Pittsburgh Plate Glass Company; Sapolin; or an approved equivalent. All paints used shall be compatible and the product of the same manufacturer.

(E) All paints shall be applied when ambient air temperature is forty-five (45) degrees F. and rising and when surfaces to be painted are moisture free. No painting will be allowed below the minimum ambient air temperature. In addition, no painting will be allowed below the temperature at which moisture will condense on surfaces. Refer to the Dew Point Chart at the end of this section to find the minimum allowed moisture free temperature.

(F) The steel tree guards shall be erected in soil only, inside the tree pits. The posts shall be set in place and properly supported to hold them to line and grade. The lowest portion of the steel band at the bottom of all side rails set 1" above the finished grade of the sidewalk. Any guards not set plumb and true to line and grade shall be removed and replaced at the Contractor's expense.

GI-2.10.7. MEASUREMENT

The quantity of each type of STEEL TREE PIT GUARD to be measured for payment shall be the number of LINEAR FEET of tree pit guards erected, complete, in place to the satisfaction of the Engineer, measured along the top rail. However, no measurement for payment will be made under these Item Nos. GI-2.10A, GI-2.10B, GI-2.10C, and GI-2.10D for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.10.8. PRICES TO COVER

The unit price bid per LINEAR FOOT of each type of STEEL TREE PIT GUARD shall cover the cost of all labor, material, equipment, insurance, and incidentals required to fabricate, furnish and erect tree pit guards including, but not limited to, welding and painting, furnishing, placing and trimming the 6" diameter tube

forms, and furnishing and placing concrete for encasement of the steel tree pit guard spikes; all in accordance with the Contract Drawings, the specifications and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.10A	STEEL TREE PIT GUARD - TYPE 'A'	L.F.
GI-2.10B	STEEL TREE PIT GUARD - TYPE 'B'	L.F.
GI-2.10C	STEEL TREE PIT GUARD - TYPE 'C'	L.F.
GI-2.10D	STEEL TREE PIT GUARD - TYPE 'D'	L.F.

**SECTION GI-2.13A
ENGINEERED SOIL AND SAND**

GI-2.13A.1. INTENT

This section describes Engineered Soil and Sand. The Contractor shall furnish, amend (if required), place and prepare the Engineered Soil for seeding and/or plant material as shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings and/or as directed by the Engineer.

GI-2.13A.2. MATERIALS

Engineered Soil and Sand shall conform to the following standards:

1. Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.
2. USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.

GI-2.13A.3. SUBMITTALS

(A) Prior to the procurement of Engineered Soil and Sand, the following information and samples are required for review and approval for each source:

1. Proposed material source and vendor.
2. A sample of the proposed material, taken with a representative of the Department, indicating the method of sampling and location of the sample.
3. The Contractor shall submit to the Engineer the name and location of the borrow (source) or stockpile site(s) and the estimated quantity of material available. The Contractor shall provide a notarized letter from the owner(s) of the proposed borrow site and/or stockpile site(s) indicating ownership of the proposed site(s) and a commitment to supply a specified minimum quantity of material for this project. Additionally, the supplier shall provide a certificate of clean fill and/or source materials for topsoil, signed by a NYS licensed PE/RLA or RA. To avoid delays in planting and seeding, the Contractor shall immediately begin to secure and test Engineered Soil at least one month in advance of the material actually being needed on site. This will allow sufficient time to blend the specified soil mix and make all the necessary adjustments in the mixing process.
4. Results of the organic content analyses conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*
5. Results of the USCS soil texture gradation (gravel, sand, silt and clay) analyses and sand sieve analyses, with full reporting of all information in AASHTO sieve sizes, in accordance with the *AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates* and *ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*
6. Results of the pH tests conducted in accordance with the above referenced standard, *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*

7. Results of the soluble salts test conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*
8. Results of the Nutrient analyses test conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*
9. Results of the Inorganic nitrogen and total Kjeldahl nitrogen tests conducted in accordance with the above referenced standard, *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*
10. Results of the acid-producing (iron sulfide) test conducted in accordance with the methodologies utilized by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*

NOTE: Due to the agricultural nature of some of the Quality Control testing the Contractor is notified that both Rutgers University and Cornell University can perform nearly all agricultural testing required, one exception may be the acid-producing test. Turn around times for results may vary from standard soils testing. However, all agricultural testing procedures must be performed in accordance with the above referenced standards and the *USDA Soil Survey Laboratory Methods Manual (No. 42, November 2004) AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates* and the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.* If another lab is proposed, the Contractor can submit written certification from the proposed lab certifying that the lab will utilize the same methodologies for soil testing as outlined in these specifications.

(B) As delivery of Engineered Soil to the site progresses, the following additional testing shall be conducted by the Contractor on the Engineered Soil brought to the site. Frequency of testing is one for every 50 CY delivered. Results of tests shall be submitted to Engineer for review and approval.

1. Organic Content Testing in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*
2. pH testing in accordance with the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.*
3. Soluble Salts testing in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009 or latest.*
4. Results of the Nutrient analyses test conducted in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009 or latest.*
5. Results of the Inorganic nitrogen and total Kjeldahl nitrogen tests conducted in accordance with the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.*
6. Results of the USCS soil texture gradation (gravel, sand, silt and clay) analyses and sand sieve analyses, with full reporting of all information in AASHTO sieve sizes, in accordance with the

AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates and ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

7. Results of the acid-producing (iron sulfide) test conducted in accordance with the methodologies utilized by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0; November 2004.*

(C) The Contractor shall submit to Engineer the materials and procedures for amending soil, if appropriate. Amendment of soil is only permitted to meet the nutrient and organic requirements of the specifications. Nutrient modifications are only permitted through the use of the approved contract specified organic fertilizer and the organic amendment permitted is leaf compost, no other organic amendment is permitted.

(D) The Contractor shall submit quantity records on a weekly basis to Engineer.

(E) Material failing the frequency testing shall not be incorporated into the work and shall be removed from the site at the Contractor expense.

GI-2.13A.4 CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Engineered Soil is an integral part of the Green Infrastructure System; as such, certification of its material properties is subject to the testing protocols of the Contractor's Quality Control (QA) plan and quality assurance testing by New York City Department of Design and Construction's Quality Assurance and Construction Safety (QACS) Bureau. The QC requirements relative to Engineered Soil are detailed below. **The Contractor shall strictly comply with all requirements of its QA plan.** Sufficient lead time is required to develop an appropriate plan for mixing methodologies and ratios that will provide reliable results to meet the parameters listed below.

(B) Engineered Soil shall be predominately sand (80-85% sand) as classified by the Unified Soil Classification System (USCS). Based on test results, a determination will be made to ensure that the sand fraction analysis results are capable of supporting proposed vegetation. Engineered Soil shall be free of refuse, hard clods, woody vegetation, stiff clay, construction debris (of any kind), boulders, stones larger than 1-1/2 inches, chemicals, or other deleterious material toxic to any vegetation used on this project.

(C) Engineered Soil shall have a minimum organic content of 3.0 percent and a maximum of 6.0 percent. If the source soil requires amendment to meet the Engineered Soil organic content requirement, leaf compost will be the only approved admixture. No soil mixing shall be permitted during or after Engineered Soil placement. Engineered Soil shall be tested for compliance with Contract specifications and submitted for approval prior to delivery to the site.

(D) The organic content of soils shall be determined by a laboratory using the loss on ignition method as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009* or latest.

(E) The gradation of Engineered Soil shall be determined by a laboratory using the methods of the *ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*. The gradation of the Engineered Soil as determined by USCS classifications shall be within the following ranges:

Ranges: 0-08% gravel
 80-85% sand of which: 0-05% coarse sand
 55-75% medium sand
 20-40% fine sand
 5-10% silt
 3-8% clay

Classification/sieve size: 75mm to 4.75 mm gravel
4.75 mm to 0.075 mm sand
0.075 mm to 0.002 mm silt
0.002 mm to 0.001 mm clay

In addition to the above gradation the Contractor shall provide the percentage of particle sizes corresponding to U.S.D.A. classifications:

Coarse gravel (75 mm to 19 mm)
 Fine gravel (19 mm to 4.75 mm)
 Coarse sand (4.75 mm to 2.00 mm)
 Medium sand (2.00 mm to 0.425 mm)
 Fine sand (0.425 mm to 0.075 mm)

(F) The pH value of Engineered Soil shall be 5-7.0 as determined by an approved laboratory using soil pH (Water (1:1. V:V)) procedures as described in the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004*. Amendment of soil to lower pH to meet Contract requirements is not permitted.

(G) The soluble salt value of the Engineered Soil shall be (0-.4mmhos cm-1) as determined by an approved laboratory using the soluble salt (1:2(V:V)) procedures as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009* or latest.

(H) The value for Kjeldahl Nitrogen shall be as outlined below as determined by an approved laboratory using the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004*.

Kjeldahl N Acceptable range is 0.06% to 0.25% (with nitrate (NO-3) form of nitrogen not to exceed 20 ppm).

(I) The value for Macro (P, K) Nutrients shall be determined by an approved laboratory using the procedures as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009* or latest. Ideal values for macro nutrients shall fall within the ranges indicated below:

P	80 lbs/acre to 100 lbs/acre
K	100 lbs/acre to 300 lbs/acre

The value for Micro Nutrients (Mg, Ca, Mn, Zn, Cu and B) shall be determined by an approved laboratory using the procedures as described in the *Recommended Soil Testing Procedures for The Northeastern*

United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009 or latest. Micro Nutrient values and the determination of their compliance with accepted industry standards shall fall on the discretion of the Engineer. Test reports for Micro Nutrients shall be approved in writing by the Engineer prior to delivery of any soil to the work site.

(J) An acid-producing soil test is required to determine the potential for decreases in soil pH after oxidation. The pH value of the solution shall be greater than 4.5 as determined by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004.*

(K) Engineered Soil shall not contain any traces of hydrocarbons, petroleum products, chemically prohibited substances or any other elements considered to be toxic to any vegetation used on this Project. The Engineered Soil shall not smell of petroleum or give off other unnatural or toxic odors. Regardless of prior acceptance of sample material should the Engineered Soil delivered to the site seem suspicious in any way; the Resident Engineer shall reject the material. Should the Contractor strongly disagree with the Resident Engineers' Determination, the Contractor may appeal According to the following APPEAL PROCESS:

APPEAL PROCESS: The Engineer shall check for discoloration and evidence of unacceptable contents. If the Engineer and/or Engineer suspects that the fill possesses hazardous or contaminated characteristics, it will be rejected. Should the Contractor contest the Engineer's determination, then samplings of the rejected soil will be sent to a Laboratory which is certified by the NYSDOH Environmental Laboratory Accreditation Program (E.L.A.P.) for the selected analytical method.

Environmental Analysis shall include, but not be limited to, U.S.E.P.A. Standard Test Methods for determination of Contaminant Concentrations and the Toxicity Characteristic Leaching Procedure (T.C.L.P.) for determination of Leachability of at least 39 Components. The extraction portion of the T.C.L.P. Test shall be performed according to E.P.A.-SW846 Method 1311. Analysis of the extract shall be performed by E.P.A. Methods SW846; 8021 for Volatiles, 8270 for Semi-Volatiles and 6010 for Priority Pollutant Metals (P.P.L.), including lead. Other characteristic tests may include those for ignitability, corrosivity, and reactivity, as deemed required by the Engineer.

The Test Results shall be compared with Guidance Values developed by the NYSDEC Division of Spills Management, known as "Spill Technology And Remediation Series" (S.T.A.R.S.) dated 8/92 (Reprinted 7/93), which contains criteria for determining whether petroleum-contaminated soil meets beneficial reuse conditions.

For analyses which are not included in the S.T.A.R.S. guidance, the Test Results shall be compared with Guidance Values developed by the New York State Department of Environmental Conservation (NYSDEC), Bureau of Program Management, Technology Section, for the Division of Hazardous Waste Remediation.

These N.Y.S.D.E.C. Guidance Values are known as "Recommended Soil Cleanup Objectives" or "Appendix A" (Revised 1/24/94), and consist of Table 1 for V.O.C.'s, Table 2 for Semi-V.O.C.s, Table 3 for Organic Pesticides/Herbicides and P.C.B.'s, and Table 4 for Heavy Metal. Final values shall be determined by either a health-based level, or a concentration necessary to protect groundwater quality, whichever is lower. Contractor shall be responsible for:

- 1) Payment of fees for services of the N.Y. State certified lab;
- 2) Removal and legal disposal of unacceptable fill;

- 3) Replacement with acceptable fill; and,
- 4) All other expenses, as well as potential fines that may be incurred.

If the results of the appeal come out to be in favor of the Contractor, then the Contractor will be reimbursed for all lab fee expenditures incurred in carrying out such appeal testing.

(L) SAND shall consist of sand, free of organic material, loam, debris, frozen soil or other deleterious material which may be compressible. The sand shall be of uniform quality, friable, free from hard clods, stiff clay, hard pan, partially disintegrated stone, stones, lime, cement, ashes, slag, concrete, tar residues, tarred paper, gasoline, motor oil, or other petroleum hydrocarbons, boards, brush, weeds, stalks, roots, sods, chips, sticks or any other undesirable material. Invasive, nonnative seed shall not be allowed in the clean sand material.

Clean sand should conform to the following gradation requirements:

U.S. Standard Sieve Size	Percent Passing by Weight
No. 8	100

GI-2.13A.4. MEASUREMENT

The quantity of Engineered Soil and Sand to be measured for payment under this item shall be the number of cubic yards of Engineered Soil and Sand actually incorporated in the finished work, measured in trucks used for delivery at the proposed site(s), in accordance with the plans and specifications, and to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.13A for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.13A.5. PRICE TO COVER

Payment per cubic yard of Engineered Soil and Sand shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and incorporate the Engineered Soil and Sand in full compliance with the requirements of the specifications and shall include, but not limited to, testing of materials and furnishing such samples for testing as may be required, all in accordance with the plans, the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.13A	ENGINEERED SOIL AND SAND	C.Y.

**SECTION GI-2.14
MULCH****GI-2.14.1. INTENT**

This section describes mulch covered by Jute and Coir Mesh.

The Contractor shall furnish and place mulch in accordance with the NYC Department of Environmental Protection Standards for Green Infrastructure drawings, specifications, and directions of the Engineer.

GI-2.14.2. SUBMITTALS

The Contractor shall furnish two (2) labeled samples of the Mulch intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name and the type of material. The Engineer reserves the right to reject on or after delivery any materials which do not, in his opinion, meet these specifications.

GI-2.14.3. MATERIALS**1. Material Description:**

- a. Jute mesh shall be a uniform, open, plain weave cloth of undyed and unbleached single jute yarn. Jute mesh shall be furnished in rolled strips.
- b. Coir Mesh shall be of a uniform woven matting of single coir yarn made from high strength white (retted) coconut fiber.
- c. Wood Pegs: Shall be wedge shaped, approximately one inch by two inches by six inches (1" x 2" x 6").

2. The width of the mesh shall be approximately forty-five (45) inches or as specified or approved. Mesh shall be woven as follows:

- a. Approximately 60 warp ends per yard of width;
- b. Approximately 40 weft ends per linear yard.
- c. Weight of Mesh shall be a minimum of 11 ounces per square yard (plus or minus 5%).
- d. This yarn shall be of a loosely twisted construction having an average twist of not less than 1.6 turns per inch and shall not vary in thickness by more than one-half its normal diameter.

3. Smolder Resistance: The Mesh shall be treated so as to be smolder resistant, meeting the following conditions:

- a. The cloth shall be made resistant to smoldering and/or after-glow by treatment with non-leaching and non-toxic chemicals. The chemicals must be non-toxic to vegetation and the germination of seed. The chemicals used for this purpose must resist leaching based on the equivalent of two inches of rain. The cloth itself shall bear some identification mark to differentiate it from untreated jute cloth.

- b. "Test Method" – When a lighted cigarette is placed on the upper or treated surface of the cloth, neither flame nor after-glow will proceed in any direction more than twelve inches (12") from the original position of the cigarette after it has burned out completely.

GI-2.14.4. METHODS

Mulch shall be applied as a ground cover to the surface of all ROWB and ROWSGS after the planting is completed. Mulch shall be applied to a uniform depth and shall be so distributed as to create a smooth, level cover. Mulch shall cut and placed within two (2) inches of tree and shrub stems. Plants shall not be covered.

Mulch shall be placed on topsoil and seeded areas as shown on the plans or where directed by the Engineer within areas without stretching so that it lays loosely on the soil and in contact with the soil at all points. The upper end of each roll of jute mesh shall be turned and buried to a depth of six (6) inches, with the soil.

Mulch shall be placed parallel to the slope and shall have a minimum lap of six (6) inches.

Jute mesh or coir mesh shall be held tightly to the soil by wood pegs driven firmly into the ground. Wood pegs shall be spaced not more than three (3) feet apart, along the sides of the jute mesh and not more than one (1) foot apart at roll ends or as determined by the Engineer.

MAINTENANCE: The Contractor shall maintain the areas of jute mesh or coir mesh installation until final acceptance of the contract. Maintenance shall consist of providing protection of jute mesh and the repair of areas damaged by equipment, erosion, fire, or other causes, to re-establish the grade and conditions of the area as specified.

GI-2.14.5. MEASUREMENT

The quantity of MULCH to be paid for under this item shall be the number of SQUARE YARDS actually installed at the site to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.14 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.14.6. PRICE TO COVER

The price bid shall be a unit price per SQUARE YARD of MULCH and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.14	MULCH	S.Y.

SECTION GI-2.16
High Density Polyethylene (HDPE)

GI-2.16.1 INTENT

This section describes High Density Polyethylene (HDPE) pipe, fittings, flanges, unions, couplings, as specified in the NYC Department of Environmental Protection Standards for Green Infrastructure drawings, or as required for a complete installation. Furnish and install all HDPE pipe and fittings in accordance with the specifications, the manufacturers' recommendations, and approved shop drawings.

GI-2.16.2 REFERENCES

(A) HDPE pipe shall conform to the latest standards of the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA) and the National Sanitation Foundation (NSF).

(B) HDPE pipe and fittings shall conform to the following ASTM and AASHTO standards:

1. ASTM D3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
2. ASTM D3350 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
3. AASHTO M 252 Standard Specification for Corrugated Polyethylene Drainage Pipe
4. ASTM D1248 Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
5. ASTM D7001 Standard Specification for Geocomposites for Pavement Edge Drains and other High-Flow Applications
6. ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

GI-2.16.3 SUBMITTALS

(A) Submit catalog data for pipe, couplings, and other appurtenances.

GI-2.16.4 CHEMICAL AND PHYSICAL REQUIREMENTS

(A) The pipe shall be as uniform as commercially practicable in color, capacity, density, and other physical properties.

(B) The pipe shall be manufactured from high density polyethylene resin in accordance with ASTM D3350 and PPI TR4. The pipe shall conform to cell classification PE 424420C for PE42 under ASTM D-3350. The pipe material shall conform to the following cell classification requirements:

Property	Value	ASTM Test Procedure Designation
Density	0.955 gm/cm ³	D 1505
Melt Flow Index	1.0	D 1238
Flexural Modulus	80,000 psi	D 790
Tensile Strength @ Yield	3,200 psi	D 638
ESCR	Max Failure = 50%	D1693
Hydraulic Design Basis	Not Pressure Rated	D 2837
UV Stabilizer	C, Black with 2-3% carbon black	D 3350

(C) The pipe shall contain no recycled materials or compounds.

(D) HDPE pipe shall be marked either continuously or on intervals not to exceed five (5) feet by indirect printing with the following information:

- (1) Name and/or trademark of the manufacturer.
- (2) Nominal pipe size.
- (3) Dimension Ratio (DR).
- (4) The letters PE followed by the polyethylene grade per ASTM D 1248, followed by the Hydrostatic Design Basis.
- (5) Manufacturing Standard Reference.
- (6) Production Code from which time and date of manufacture can be determined.

(E) Visible defects, such as cracks, creases, crazing, non-uniformly pigmented areas or undispersed raw materials shall not be acceptable and will result in rejection of the pipe by the Engineer.

(F) HDPE fittings shall be manufactured to the requirements of ASTM D 3212 and this Specification. Fabricated fittings shall be pressure rated to match the system piping.

GI-2.16.5 MANUFACTURERS

(A) Advanced Drainage Systems, Inc. (ADS)
4640 Trueman Blvd. Hilliard, OH 43026
1-800-821-6710
<http://www.ads-pipe.com>

(B) Hancor, Inc.
12370 Jacksontown Rd. #172
Findlay, OH 45840
1-888-367-7473
<http://www.hancor.com>

(C) LANE Enterprises, Inc.
3905 Hartzdale Drive, Suite 514
Camp Hill, PA 17011
717-761-8175
www.lane-enterprises.com

(D) Other manufacturers of equivalent products may be submitted for approval.

GI-2.16.6. CONSTRUCTION METHODS

(A) Utilize care when lowering unit into the trench. Handle using nylon slings and two pick points.

(B) When the unit consists of two sections, place the downstream section first. Properly lube the bell and spigot to connect and home the remaining section.

(C) All connections to stormwater manholes, , stormwater inlets, junctions, and/or inlets should be grouted and water/soil tight.

- (D) Only use couplings to join standard lengths of pipe and as required to complete a straight run of pipe. Do not use couplings to join random lengths of pipe and cuttings from standard lengths.
- (E) Use reducing fittings for all changes in pipe size. Do not use bushings.
- (F) During construction, keep the lines free from foreign matter. The piping shall be left thoroughly clean to the satisfaction of the Engineer.

GI-2.16.7. MEASUREMENT

The quantities to be measured for payment under these Items shall be the number of linear feet (installed length) of each type HDPE PIPE actually placed in their final position, to the satisfaction of the Engineer, measured horizontally or vertically along the centerline of pipe and fittings as installed; however, no measurement for payment will be made under these Item Nos. GI-2.16S and GI-2.16P for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.16.8. PRICES TO COVER

The price bid for each type of HDPE PIPE shall be a unit price per linear foot and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work of furnishing and installing HDPE Pipe, including, but not limited to, furnishing and installing fittings, flanges, unions, couplings, end caps, sand, and cleanouts, and connecting and joining pipe to other pipes or drainage structures; and furnishing and wrapping geotextile around perforated HDPE pipe; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment for the cost of excavation and backfilling shall be deemed included in the price for this item.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.16S	SOLID HDPE PIPE (6" DIA.)	L.F.
GI-2.16P	PERFORATED HDPE PIPE (6" DIA.)	L.F.

**SECTION GI-2.16A
(NOT A PAY ITEM)
PVC PIPE**

GI-2.16A.1. INTENT

This section describes Polyvinyl Chloride (PVC) pipe, fittings, flanges, unions, couplings, as specified in these NYC Department of Environmental Protection Standards for Green Infrastructure drawings, or as required for a complete installation. Furnish and install all PVC pipe and fittings in accordance with the specifications, the manufacturers' recommendations, and approved shop drawings.

GI-2.16A.2. REFERENCES

(A) PVC pipe shall conform to the latest standards of the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA) and the National Sanitation Foundation (NSF).

(B) PVC pipe, gasket, and fittings shall conform to the following ASTM and AASHTO standards:

1. ASTM D3034 Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
2. ASTM D1784 Standard Specification for Rigid PVC Compounds and CPVC Compounds
3. ASTM D2412 Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel – Plate Loading
4. ASTM D3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
5. ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
6. ASTM D2152 Standard Test Method for Adequacy of Fusion of Extruded PVC Pipe and Molded Fittings by Acetone Immersion

GI-2.16A.3. SUBMITTALS

(A) Submit catalog data for pipe, couplings, and other appurtenances.

GI-2.16A.4. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) The pipe shall be as uniform as commercially practicable in color, capacity, density and other physical properties.

(B) The pipe shall be manufactured from high density polyvinyl chloride in accordance with ASTM D1784. The pipe shall conform to cell classification 12354 under ASTM D1784. Pipes that conform to a different cell classification because one or more properties are superior to those of the specified classification are also acceptable. The pipe material shall conform to the following cell classification requirements:

Property	Value	ASTM Test Procedure Designation
Base Resin	PVC homopolymer	D 4216
Notched Izod	0.65 ft-lb/in	D 256
Tensile Strength	5,000 psi	D 638
Tensile Modulus	400,000 psi	D 638
DTUL @ 264 psi	154° F	D 648

- (C) The pipe shall contain no recycled materials or compounds.
- (D) PVC pipe shall be marked either continuously or on intervals not to exceed five (5) feet by indirect printing as specified in ASTM D1785
 - (1) Name and/or trademark of the manufacturer.
 - (2) Nominal pipe size.
 - (3) Material designation code
 - (4) Dimension Ratio (DR).
 - (5) Manufacturing Standard Reference.
 - (6) Production Code from which time and date of manufacture can be determined.
- (E) Visible defects, such as cracks, creases, crazing, non-uniformly pigmented areas or undispersed raw materials shall not be acceptable and will result in rejection of the pipe by the Engineer.
- (F) PVC fittings shall be manufactured to the requirements of ASTM D 3212 and this Specification. Fabricated fittings shall be pressure rated to match the system piping.

GI-2.16A.5. MANUFACTURERS

- (A) Advanced Drainage Systems, Inc (ADS)
4640 Trueman Blvd. Hilliard, OH 43026
<http://www.ads-pipe.com>
- (B) Hancor, Inc.
12370 Jacksontown Rd. #172
Findlay, OH 45840
<http://www.hancor.com>
- (C) Royal Municipal Solutions
131 Regalcrest Court
Woodbridge, ON L4L 8P3
<http://www.royalbuildingproducts.com/>
- (D) National Pipe & Plastics, Inc.
3421 Old Vestal Road
Vestal, NY 13850
<http://www.nationalpipe.com/>
- (E) Or an approved equivalent

GI-2.16A.6. METHODS

- (A) Utilize care when lowering unit into the trench. Handle using nylon slings and two pick points.
- (B) When the unit consists of two sections, place the downstream section first. Properly lube the bell and spigot to connect and home the remaining section.

(C) Only use couplings to join standard lengths of pipe and as required to complete a straight run of pipe. Do not use couplings to join random lengths of pipe and cuttings from standard lengths.

(D) During construction, keep the lines free from foreign matter. The piping shall be left thoroughly clean to the satisfaction of the Engineer.

GI-2.16A.7. MEASUREMENT AND PAYMENT

No separate payment will be made for this work, the cost of which shall be deemed to be included under all scheduled items.

SECTION GI-2.17 STONE GABION

GI-2.17.1. INTENT

This section describes gabions. Stone Gabions shall be installed where required, as shown on the Green Infrastructure Standards and in accordance with the specifications and the directions of the Engineer.

GI-2.17.2. KIND

(A) A gabion is a wire mesh container filled with stone at the project site to form a stable stone basket. The gabion shall have the shape and dimensions as shown on the Contract Drawings and as directed by the Engineer. Wire mesh openings shall be of the necessary size to contain the crushed stone.

(B) The wire mesh shall be non-raveling mesh made of twisting continuous pairs of wires to form hexagonal shaped openings which are interconnected to adjacent wires. The wire mesh shall be of sufficient strength to hold the open graded stone in place, and rigid enough to hold the shape as shown on the contract drawings. The wire shall be coated with PVC and shall be free from any cracks or breaks after the fabrication of the mesh. Fasteners used to assemble and interconnect the individual units shall be made of stainless steel.

(C) The stones for the gabion shall be between three (3) and four (4) inches in diameter. The stones shall meet the specifications of I-Pages Section GI-2.07 – Open Graded Stone Base.

GI-2.17.3. CONSTRUCTION METHODS

Gabions shall be filled with stone on site and installed as per the NYC Department of Environmental Protection Standards for Green Infrastructure drawings, Contract Drawings, and as directed by the Engineer. The gabions are to be installed at all bioswales except those with Stone Columns or with Stormwater Inlet.

GI-2.17.4 MANUFACTURERS

- (A) Maccaferri
10303 Governor Lane Boulevard
Williamsport, Maryland 21795
PH: 301-223-6910
www.maccaferri-usa.com/home/13890.html
- (B) Terra Aqua Gabions, Inc.
1415 North 32nd Street
Fort Smith, Arkansas 72904
PH: 800-736-9089
www.terraaqua.com
- (C) Terra Aqua Gabions, Inc.
Terra Aqua Gabions, Inc.
1415 North 32nd Street
Fort Smith, Arkansas 72904
PH: 800-736-9089
- (D) Or Approved Equal

GI-2.17.5. MEASUREMENT

The quantity to be measured for payment shall be the number of Stone Gabions actually installed at the site filled with stone, to the satisfaction of the Engineer; however, no measurement for payment will be made under this Item No. GI-2.17 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.17.6. PRICE TO COVER

The contract price bid for STONE GABION shall be a unit price per each and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, furnishing and placing stones within the gabion cage, and tying the gabion lid in place; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment for furnishing and wrapping GEOTEXTILE FABRIC around gabions will be made under Item No. GI-2.09, unless otherwise specified.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.17	STONE GABION	EACH

SECTION GI-2.19
HDPE STORMWATER CHAMBER

GI-2.19.1. INTENT

This section describes the HDPE STORMWATER CHAMBER. The purpose of the HDPE STORMWATER CHAMBER is to provide increased storm runoff detention capacity in a Right of Way Bioswale.

The Contractor shall furnish and install the HDPE stormwater chamber in accordance with the NYC Department of Environmental Protection Standards For Green Infrastructure drawings, specifications, and directions of the Engineer.

GI-2.19.2. MATERIAL

The stormwater chamber shall be manufactured of high molecular weight high density polyethylene in an ISO-9001 certified manufacturing facility and meet ASTM D 3350 Cell Class 324420C. Chambers will be manufactured with an open bottom and side walls. If approved by the manufacturer, the units may be trimmed to custom length. The stormwater chamber should conform to the dimensions as shown in the Contract Drawings and the NYC Department of Environmental Protection Standards for Green Infrastructure drawings with placement on bedding and backfill as shown. The minimum acceptable storage volume shall be 2 cubic feet per linear foot.

GI-2.19.3. SUBMITTALS

(A) The Contractor, prior to the start of work, shall submit to the Engineer for approval catalog samples and cut sheets of the proposed material including certification that materials meet specified requirements and proposed dimensions of the Contract Drawings Drawings and NYC Department of Environmental Protection Standards for Green Infrastructure drawings.

GI-2.19.4. CONSTRUCTION METHODS

- (A) Delivery - Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer.
- (B) Storage - Store materials in clean, dry area in accordance with manufacturer's instructions.
- (C) Handling - Protect materials during handling and installation to prevent damage.
- (D) Prior to the installation of the stormwater chamber, the Contractor shall excavate the Bioswale area to the satisfaction of the Engineer.
- (E) Install stone base, stormwater chamber, and backfill as indicated on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings.

GI-2.19.5. MANUFACTURERS

- (A) CULTEC Inc.
P.O. Box 280
878 Federal Rd.
Brookfield, CT 06804
203-775-4416
www.cultech.com

(B) Stormtech
 StormTech LLC
 20 Beaver Road, Suite 104
 Wethersfield, CT 06109
 PH: 860-529-8188
 www.stormtech.com

(C) Or approved equivalent

GI-2.19.6. MEASUREMENT.

The quantity to be measured for payment shall be the number of linear feet of HDPE STORMWATER CHAMBER installed to the satisfaction of the Engineer, measured along the centerline of the chamber from end to end; however, no measurement for payment will be made under this Item No. GI-2.19 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-2.19.7. PRICE TO COVER.

The contract price bid for HDPE STORMWATER CHAMBER shall be a unit price per linear foot and shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, handle, store, and install a stormwater chamber within a bioswale, including, but not limited to, end caps, cutting holes in the sheets for utilities; all in accordance with the Contract Drawings, the specifications, manufacturers installation instructions, and the directions of the Engineer.

Earth excavation, open graded stone base, and backfilling, where called for on the Contract Drawings, will be paid under their respective items, unless otherwise specified.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.19	HDPE STORMWATER CHAMBER	L.F.

**SECTION GI-4.02
EARTH EXCAVATION**

GI-4.02.1. DEFINITION, EARTH EXCAVATION

(A) Earth Excavation shall include the excavation, removal and disposal of all materials of whatever nature encountered in the prosecution of the work, unless otherwise specified. All materials of whatever nature encountered shall be defined as including, but not limited to, the following:

- (1) soil;
- (2) stones;
- (3) soft weathered rock that can be excavated by mechanical means other than air hammer or drilling and blasting;
- (4) miscellaneous fill and refuse, trees under four (4") inches caliper, stumps up to 6" diameter, anything thrown away or rejected as worthless or useless (both organic and inorganic material) that can be excavated by mechanical means other than air hammer or burning and cutting;
- (5) sidewalk pavements (all types) within limits of trenches and excavations and cutbacks;

(B) Earth Excavation shall not include the following:

- (1) boulders in open cut as defined in Subsection 4.03.1 of the NYC Department of Transportation Standard Highway Specifications;
- (2) contaminated or hazardous materials that materially affect the cost of removal and disposal to the Contractor; and,
- (3) existing man-made objects or structures that are not shown on the contract drawings or indicated in the specifications, that could not reasonably have been anticipated by the Contractor, were not anticipated by the City, and which materially affect the cost of removal and disposal to the Contractor, as determined by the Commissioner.

(C) If the City anticipates that any of the items in paragraph (B) above need to be excavated and disposed of, a separate contract item will be included in this contract.

If a separate contract item is not included in the contract and the City determines: (1) that the Contractor could not have reasonably anticipated that such materials would need to be excavated and disposed of; and, (2) that such excavation and disposal would materially affect the Contractor's costs; then such excavation and disposal shall be paid for as Extra Work under Article 26 of the Standard Construction Contract.

GI-4.02.2. RELATED SPECIFICATIONS

SECTION 6.02 – Unclassified Excavation of NYC Department of Transportation Standard Highway Specifications

GI-4.02.3. EXECUTION

(A) The Contractor shall excavate all materials to the established lines and grades for the construction of all facilities included in this Contract, or as shown and specified, in accordance with the requirements of Section 6.02 of the NYC Department of Transportation Standard Highway Specifications, except as otherwise specified herein. Excavation shall include removing boulders of size less than one-half cubic yard. The limits of excavation shown on the drawings indicate the extent of work to be performed by the

Contractor. The Contractor shall furnish and install any temporary side slope supports, bracing, and sheet piling required to perform the excavation to the depths and limits indicated.

(B) Water in Excavations - Prior to starting the work, the Contractor shall submit to the Engineer for approval, a detailed description of the method he proposes to use to prevent the collection of water in excavation during construction, including a coordinated sequence of operation for the entire project. Such prevention shall include, but not be limited to, providing drainage and diversion of runoffs by means of sandbagging and/or removal by pumping. Approval by the Engineer will not relieve the Contractor of his responsibility for the safety of the work, existing structures and adjacent property.

(C) Protection of Underground Utilities - Determine location of underground utilities and perform work in a way that shall avoid possible damage. Hand excavate as required. The Contractor assumes responsibility for damage to underground utilities when excavating and is required to call "One Call" @ 800-272-4480 a service that marks underground facilities on the surface, prior to excavation. Maintain grade stakes set by others until removal is approved by Engineer. However, the Contractor is advised that the provisions of 16 NYCRR Part 753 ("One Call") do not apply to City owned utilities. It shall be the Contractor's responsibility to determine the location of the City owned underground distribution systems. The Contractor shall make his own field observations and research the City's records to determine the location of such facilities before the commencement of excavation.

(D) Trees, Shrubs, and Grassed Areas: Trees, shrubs and grassed areas which are to remain shall be protected by fences, barricades, wrapping or other methods as shown, specified or approved by the Engineer and shall be replaced at no added cost to the City in the event they are destroyed or damaged as a result of excavation and or dewatering by the Contractor. Trees shall not be removed without approval of the Engineer unless shown on the Contract Drawings or specified herein. Dewatering shall be done as per Section GI-5.02, contained herein.

(E) Vehicles used to transport excavated materials to disposal sites shall, when traveling, be watertight and of such a construction as to prevent spillage. All method of transportation and disposal shall be subject to the approval of the Engineer.

(F) The Contractor shall provide a final Survey Data Report for each site which shall include, but not be limited to, the excavation area after all excavation work under this Section has been completed. This report shall include measurements of all final dimensions of the excavation area. The Contractor shall employ a tripod-supported auto-fire or auto-scan laser with built-in angle and distance measurements and software capabilities. No separate payment will be made for this work, the cost of which shall be deemed included under this Item GI-4.02.

GI-4.02.4. MEASUREMENT

The quantity of Earth Excavation to be measured for payment shall be the number of cubic yards of material of whatever nature encountered (except for ledge rock, unanticipated structures which cannot be removed using conventional excavating equipment, and hazardous materials) actually excavated from within the Green Infrastructure area and shall include, but not be limited to, sidewalk pavements. However, no measurement for payment will be made under this Item No. GI-4.02 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

The dismantling and removal of the existing street lights, traffic signals and fire alarms, etc., will be done by the various departments having jurisdiction, except as otherwise provided. The existing foundations for these facilities shall be removed by the Contractor to a plane two (2') feet below subgrade and such removal will be measured for payment under this item.

GI-4.02.5. PRICE TO COVER

The contract price bid for Earth Excavation shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required for excavating and disposing of all materials of whatever nature encountered (except for ledge rock, unanticipated structures which cannot be removed using conventional excavating equipment, and hazardous materials) including, but not limited to, sidewalk pavements,

foundations, curbs and sidewalks in areas to be widened; dewatering; protection of underground utilities; salvaging items designated for re-use in the work; grading; backfilling; compaction and preparation of subgrades; additional excavation, when ordered by the Engineer; all, together with necessary incidentals, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

When there is no scheduled Item to pay for fill or backfill as may be required, the cost of furnishing and placing fill or backfill shall be deemed included in the contract price for Earth Excavation.

The quantity of excavation to be measured for payment under Earth Excavation shall not include excavation required under other Sections whose contract prices include the cost of excavation.

Payment will be made under:

Item No.	Item	Pay Unit
GI-4.02	EARTH EXCAVATION	C.Y.

**SECTION GI-4.03
EXCAVATION OF BOULDERS IN OPEN CUT**

GI-4.03.1. DEFINITION

Excavation of boulders in open cut shall include the excavation, removal and disposal of boulders or parts thereof from within the excavation limits, more than one-half (1/2) cubic yard in volume. The term boulders as used herein shall include riprap, rock fill, thrust blocks and loose masonry. It shall not include pavement and pavement foundation, or existing sewer or water main structures.

GI-4.03.2. REMOVAL

The Contractor may elect to remove an entire boulder when partly extending into the trench. Boulders shall be removed from the site of the work immediately after being excavated and measurements taken by the Engineer. Excavated boulders shall become the Contractor's property and shall be properly disposed from the site of the work at the Contractor's expense.

GI-4.03.3. NO SEPARATE PAYMENT

No separate or additional payment will be made for excavating, removal and disposal of boulders one-half (1/2) cubic yard or less in volume, the cost thereof shall be deemed included in the prices bid for all items of this contract.

No separate or additional payment will be made whenever the Contractor elects to remove an entire boulder that extends partly into the excavation limits. Payment will only be made for that volume of the boulder that is within the excavation limits. No separate or additional payment will be made for the removal of boulders or for the filling of voids left by the removal of boulders beyond the limits of excavation.

GI-4.03.4. MEASUREMENT

The quantity to be measured for payment under this item shall be the volume in cubic yard of boulders greater than one-half (1/2) cubic yard removed from within the Green Infrastructure limits of the excavation; however, no measurement for payment will be made under this Item No. GI-4.03 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-4.03.5. PRICE TO COVER

The contract price bid per cubic yard for excavation of boulders in open cut shall cover the cost of all labor, materials, equipment, insurance, and incidental required to complete the work of excavating boulders within the Green Infrastructure limits of excavation, in full compliance with the requirements of the specifications without regard to the subsequent use of the excavated material.

Payment will be made under:

Item No.	Item	Pay Unit
GI-4.03	EXCAVATION OF BOULDERS IN OPEN CUT	C.Y.

**SECTION GI-5.02
(NOT A PAY ITEM)
DEWATERING**

GI-5.02.1. DESCRIPTION

Construction dewatering shall consist of controlling surface water such that excavation required on the Contract Drawings can be performed to required depths in substantially dry and stable conditions.

GI-5.02.2. MATERIALS

(A) All pumps used in the dewatering operation shall be electric and shall be powered directly from a Con Edison drop, unless otherwise unavailable.

GI-5.02.3. CONSTRUCTION METHODS

(A) The Contractor shall at all times during the progress of the work keep the excavations free from water. The water from the excavations shall be disposed of in such a manner as will not cause injury to the public health, nor to public or private property, nor to the work completed or in progress, nor to the surface of the streets, nor cause any interference with the use of the same by the public. All sewers used for disposal of water from the excavation during construction shall be acceptably cleaned.

(B) Surface water on and around the site shall be collected into local sumps by means of trenches, pipes, or other means. The Contractor shall discharge the water into the City wastewater collection system. Direct surface water to minimize surface erosion, ponding and softening of slopes and berms, including haul roads and equipment working stations. Slope protection by means of polyethylene sheets, held in place by tires or otherwise, shall be provided locally as required. At the perimeter of the excavation, surface water is to be directed into the storm sewer system and not permitted to enter the excavation. Curbs shall be maintained and, where necessary, extended across intersections, curb cuts and defective curb sections.

(C) The Contractor shall, with the Contractor's own equipment, provide dewatering where required at no additional cost to the City. The cost for all labor, equipment, materials, etc. required to dispose of water from the excavation shall be deemed included in the prices bid for all items of the contract.

(D) All dewatering and discharge pipes and hoses which cross traveled roadways shall be placed in such a manner so as to eliminate any disruption of traffic flow.

GI-5.02.4. MEASUREMENT AND PAYMENT

No separate payment will be made for this work, the cost of which shall be deemed to be included under all scheduled items.

**SECTION GI-5.05
(NOT A PAY ITEM)
PLANTING TREES IN RIGHT OF WAY BIOSWALES,
RIGHT OF WAY RAIN GARDEN AND STORMWATER GREENSTREETS**

GI-5.05.1. DESCRIPTION

The Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to furnish and plant the scheduled trees in the bioswale, as shown on the Contract Drawings, the NYC Department of Environmental Protection Standards for Green Infrastructure drawings and in accordance with the specifications and the directions of the Engineer.

GI-5.05.2. SUBMITTALS

(A) Before digging the pits, the Contractor shall submit, for approval, his method of soil preparation and planting to perform the work shown on the plans. Soil amendments shall be thoroughly mixed by approved methods. The soil around each plant shall be thoroughly saturated with water upon planting. Subsequent watering and weeding shall be provided under the requirements of Section GI-5.09, contained herein, at no additional cost.

(B) List of Materials/Suppliers: Submit a complete materials list (e.g., trees, mulch, cedar stakes, shrubs, etc.) of items to be provided under this section, for review by the Engineer or representative before the purchase or use of any such material.

(C) Method of Work: Submit a list of proposed methods of execution of work under this section for review by the Engineer when proposed methods are different from, or supplementary to, those specified herein.

(D) The Contractor must submit the following information to the Engineer immediately following the Notice to Proceed:

(1) Subcontractor(s): The name of a Landscaping Contractor, acceptable to the Engineer, who will be performing all landscaping work (seeding and woody plant material). The proposed subcontractor will be evaluated on the following criteria:

- a. Prior satisfactory experience in the installation of Green Infrastructure Systems.
- b. Demonstrated capacity to accomplish the work in the time allotted. Qualifications of the Contractor's arborist, certified by the International Society of Arboriculture (ISA), who shall be required to be present on site while landscaping work is in progress.
- c. Landscaping experience with other agencies, such as the New York City Department of Environmental Protection (DEP) and the New York City Department of Parks and Recreation. Provide references and a specific contact person.
- d. Membership with appropriate ecological restoration organizations.
- e. Other references or experience deemed appropriate to obtaining approval.
- f. The following is required prior to the start of landscaping work:
 - 1) List of all materials and certificates specified within this item.
 - 2) Schedule/Methods of Operation/Maintenance Plan (which is up to the end of maintenance period specified in the Schedule A of this project).
 - 3) List of all equipment to be used.

GI-5.05.3 QUALITY CONTROLSources

(A) Primary Source. All trees obtained from nurseries must have been produced by plants with a provenance from within a 250-mile radius of the planting site. The Contractor shall submit written verification from the nurseries on their letterhead (submittals on contractor letterhead will be rejected), certifying the collection location of plant species seed sources and cuttings (when applicable) for all plant material used on this project. However, a reasonable effort shall be made to obtain sources of plants as close to the planting site as possible. All plants grown and/or originating from outside the 250-mile radius will be rejected. In addition, all plants must have been grown within the 6a to 7a, inclusive, USDA Plant Hardiness Zones as that of the planting site. No substitutions of specified plants will be accepted without the written permission of Engineer.

Ship landscape materials with certificates of inspection when required by governmental authorities. Comply with governing regulations applicable to landscape materials.

- (1) Nurseries that collect plants from the wild will be rejected.
- (2) If specified landscape material is not obtainable, submit proof of non-availability, with written proposal for use of equivalent material to Engineer.
- (3) The Contractor shall provide trees of quantity, size, genus, species shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock" as referenced above (e.g., container size, plant height, number of stems, etc.). The Contractor shall provide healthy, vigorous stock, grown by a professional nursery in accordance with good horticultural practices and free of diseases, insects, eggs, larvae and defects including, but not limited to, knots, sun-scald, injuries, abrasions, or disfigurement.
- (4) All plants furnished under this Item shall be true to name. Plant names shall agree with the nomenclature of "Manual of Vascular Plants of the Northeast United States and Canada," Gleason and Cronquist, 1991. Size and grading shall conform to those of the American Association of Nurserymen.

Inspection of Plant Material at Nursery

- (A) The Engineer or his representative shall inspect all plant material used on this project at the place of growth before planting, for compliance with requirements for genus, species, variety, size and quality. The Contractor shall be responsible for all inspection costs beyond a 50-mile radius from the planting Site.
- (B) The Engineer or his representative retains the right to further inspect all plant material for size and condition of root system, insects, injuries and latent defects, and to reject unsatisfactory or defective material anytime during the progress of work. The Contractor shall remove rejected plant material from the project site immediately upon notification without compensation.
- (C) Only tagged samples of plant material shall be delivered to the site and planted in locations approved by the Engineer or representative.
- (D) The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State or other authorities to accompany each shipment of plants and on arrival, the certificates shall be filed with the Engineer.

GI-5.05.4. METHODS

- (A) Plants shall be delivered only when preparations for planting have been completed and plants can immediately be installed. If planting is delayed for more than six hours after delivery, set plant material in shade, protect from mechanical damage and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture, watering as necessary.
- (B) All plants shall be subject to inspection and approval by the Engineer. Plants required for the work will be inspected and tagged at the place of growth before being dug. The Contractor shall be responsible for all costs related to inspection of plant material by the Engineer beyond a radius of 50 miles from New York City. Selection and/or tagging of material shall cover the type and quality of the plant only, but shall not constitute final acceptance nor preclude the right of rejecting plants not fully meeting the requirements of the specifications. No plant material shall be accepted without prior nomenclature labeling at the nursery of origin. The nursery label must display the full botanical name of the plant.
- (C) Cultivars or varieties are not acceptable and written verification from the nurseries certifying this requirement will be required on all plant material. The Contractor should only consider straight species when ordering plant material.
- (D) Each shipment of plants must be declared and certified free of diseases of any kind with such necessary inspection certificates accompanying each shipment.
- (E) All nursery stock furnished by the Contractor shall be subject to inspection within 48-hours after delivery of said stock. The plants shall also be subject to such inspection during the life of the Contract, and infestations occurring on the stock as a result of conditions existing prior to the receipt of the plants on the project shall be cause for rejection.
- (F) The time of planting is subject to the type and size of the material, method of planting and approved planting schedule. The Contractor shall furnish a certification from the nursery regarding the date of digging for all applicable plant material.
- (G) Unless otherwise directed by the Engineer in consultation with the NYC Department of Parks and Recreation Green Infrastructure Liaison, plant material may be transplanted from March 1st to May 1st and from October 15th to December 15th or as weather permits; deciduous material shall be planted from March 1st to May 1st and October 15th to December 15th or as weather permits. Evergreen material shall be planted from April 1st to May 15th and from September 1st to October 15th or as weather permits. No plant material shall be planted when the ground is frozen or in excessively moist condition. Notify the Engineer and NYC Department of Parks and Recreation Green Infrastructure Liaison at least three days (excluding weekends) in advance before proceeding with any planting operations. In case the planting season is missed for any reason, the Contractor shall cover the soil with mulch. Mulch shall comply with the requirements of Section PM-01 through PM-24 - Woody and Herbaceous Plant Material, contained herein.
- (1) No shipment of plant materials shall be unloaded or planted by the Contractor until such materials have been inspected and accepted by the Engineer, and inspection certificates, if any, have been delivered.
 - (2) The Contractor shall proceed with and complete work expeditiously, working within the seasonal limitations for each kind of landscape work required.
 - (3) Determine location of underground utilities and perform work in a way that shall avoid possible damage. Hand excavate, as required. The Contractor assumes responsibility for damage to

underground utilities when excavating and is required to call "One Call" @ 800-272-4480 a service that marks underground facilities on the surface, prior to excavation. Maintain grade stakes set by others until removal is approved by Engineer. The Contractor is advised that the provisions of 16 NYCRR Part 753 ("One Call") do not apply to City owned utilities. It shall be the Contractor's responsibility to determine the location of the City owned underground distribution systems. The Contractor shall make his own field observations and research the City's records to determine the location of such facilities before the commencement of excavation.

(4) When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify Engineer before planting.

(5) The Contractor shall furnish a certification from the nursery regarding the date of digging. All appropriate plant material shall be sprayed in the nursery within 48 hours prior to digging with an approved anti-desiccant.

(H) Sizes of planting pits shall be as proposed in the Contractors approved shop drawing submittals.

(I) All plant material shall be thoroughly watered immediately after installation. Planting will not be permitted unless a water truck is on site and made available whenever the Contractor is installing plant material. Refer to I-Pages, Section GI-5.09 – Watering and Weeding During Maintenance Period.

(J) Anti-desiccant spraying - Unless otherwise directed all trees shall be sprayed with an approved anti-desiccant (Wilt Pruf NFC or approved equivalent) using a power sprayer to apply adequate coverage, according to manufacturer's directions, over trunks, branches, twigs and foliage as directed by and in the presence of the Engineer. The Contractor is to read the product label carefully as some plant material can be injured from the application of an anti-transpirant. The material to be used shall be emulsions or other materials that will provide a protective film over plant surfaces, yet permeable enough to permit transpiration. The time of spraying shall be as follows, unless otherwise directed by the Engineer:

Deciduous: Spring planting - Apply when leaves have reached seventy-five percent (75%) of mature size.

(K) Where deemed necessary by the Engineer, stakes for supporting trees shall be White or Red cedar, with a minimum diameter of three inches. Contractor shall use Camb Guards rubber supporting straps for trees model # 92-111, 92-112, or 92-113 by Keslick and Son Modern Arboriculture, 214 N Penn Street, West Chester PA, 19380 (610)-696-5353 or approved equal. Camb Guards around tree trunk and stake shall be fastened in such a manner as to allow slight movement of trunk.

Camb Guard ® Specifications

Tree Diameter	Model Number
2" or less	92-113
2" or larger	92-112 or 92-111

(L) In natural area plantings, Engineer will field determine if stakes are required. If it is determined that staking is required, a modified staking system shall be used. The modified stakes shall be shorter than conventional stakes. In either situation, stakes shall be maintained by the Contractor until the end of the

maintenance period or as directed by the Engineer. The Contractor shall remove all stakes and camb guards at the end of the-maintenance period or as directed by the Engineer.

GI-5.05.5. PLANT SCHEDULE

(A) No planting shall be done except in the presence of the Engineer and in accordance with the planting season as described in Subsection GI-5.05.4.(G). While trees with exposed roots are being distributed in planting beds or are awaiting planting after distribution, the Contractor shall protect the roots from drying out; the means employed shall be satisfactory to the Engineer. All trees shall stand, after settlement, at the same level at which they have grown. Care shall be exercised in setting the plants plumb. All ropes, stones, etc., shall be removed from the pit before backfilling. Soil for backfilling shall be loose and friable.

Planting Schedule

Deciduous March 1 to May 1 and October 15 to December 15

Evergreen April 1 to May 15 and September 1 to October 15

(B) Approval of new plantings in each Bioswale will not occur until all landscaping work has been completed. The Contractor shall be responsible for maintaining all new planted trees.

GI-5.05.6. MEASUREMENT AND PAYMENT

No separate payment will be made for this work, the cost of which shall be deemed to be included under other scheduled items, as appropriate.

**SECTION GI-5.06
(NOT A PAID ITEM)
TREES (PROTECTION, PRUNING, REMOVAL, STUMP REMOVAL,
TRANSPLANTING AND PLANTING)**

GI-5.06.1. DESCRIPTION

Trees (Transplanting And Planting) shall be done in accordance with **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 4.16 - Trees (Removal, Transplanting, Planting)**. However, all tree and stump removals shall be done under the appropriate scheduled contract items.

Tree Pruning shall be done in accordance with **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 4.18 - Tree Pruning**.

Protective Tree Barrier shall be done in accordance with **Subsection 1.06.5 and New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 4.22 - Protective Tree Barrier**.

Tree Consultant shall be in accordance with **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 4.21 - Tree Consultant**.

GI-5.06.2. PROTECTION OF EXISTING TREES AND SHRUBS:

In all cases where the Department of Parks and Recreation's Green Infrastructure liaison has determined that construction work will impact the critical root zone of existing trees, the Contractor is responsible for the formulation of a Tree Protection Plan in consultation with a Tree Consultant.

This plan should include, but not necessarily be limited to, the location of pavements to be removed within critical root zones, temporary wooden tree guards, construction fence or temporary snow fence boundaries, areas to be excavated by hand and/or pneumatic methods, soil compaction prevention and mitigation requirements, and impacts of trenching and/or cut and fill operations.

In addition, the plan should address the Contractor's operations, including designated staging areas, site access and stockpiling of materials.

Mandatory provisions of the Tree Protection Plan shall always include, but are not limited to, the following provisions:

A. The Contractor shall not be permitted to park vehicles or equipment or to stockpile materials of any nature under the drip line of trees and shrubs in order to minimize surface and subsurface root damage and soil compaction. This directive shall apply to all areas within or outside the contract limit line.

B. All tree pruning, tree removal and tree decompaction is to be performed by an arborist holding a current certification from the International Society of Arboriculture (ISA).

C. All contact between equipment and overhead tree limbs should be avoided. Bending or breakage of limbs is prohibited. If clearance pruning is proposed, it shall not take place without the written permission of the Borough Forester, and then shall only be performed with professional equipment as per the NYC Department of Parks and Recreation's standards and specifications for such work.

D. All trees within or adjacent to the limits of disturbance are to receive at least one (1) inch (the

equivalent of 750 gallons of water per 1000 square feet of tree protection zone) of water per week between the months of March and October as directed by the Engineer in consultation with the Tree Consultant and/or the NYC Department of Parks and Recreation Borough Forester. If rainwater in any given week is below this quantity, the Contractor must supplement the amount received by utilizing soaker hoses or as directed by the the Engineer in consultation with Tree Consultant and/or the NYC Department of Parks and Recreation Borough Forester. If a water source is unavailable at the site, then the Contractor must provide tree irrigation bags or a water truck to apply the requisite amount of water.

E. Where excavations occur within the critical root zone for the removal of existing features or installations of new work, the excavated area shall be backfilled immediately. Where exposed roots cannot be backfilled immediately the Contractor may, for a period of time not exceeding forty-eight (48) hours, treat roots by covering them with moistened fabric or burlap covered with white plastic. This treatment shall be checked a minimum of two (2) times a day to ensure that roots are kept moist at all times. These checks are to occur once in the morning and once in the afternoon. If directed by the the Engineer in consultation with Tree Consultant and/or the NYC Department of Parks and Recreation Borough Forester, soaker hoses shall be installed to facilitate adequately moist conditions. No pooling of water or continuous running water shall occur within the critical root zones other than that during the irrigation process.

F. Any excavation within the critical root zone as indicated on the plans or by the the Engineer in consultation with Tree Consultant shall be performed by hand. This work includes but is not limited to the breaking of concrete or asphalt with a pneumatic (jack) hammer and excavation of soils/fill with pneumatic tools (air spade or air knife) or shovel, or approved equivalent. All excavation within the critical root zone shall be performed under the supervision of a Tree Consultant.

G. The Contractor shall exercise extreme care in removing concrete or asphalt within the tree protection zone, lifting rather than dragging paving pieces. Tools and equipment for this activity shall be approved by the Engineer in consultation with Tree Consultant or the NYC Department of Parks and Recreation Borough Forester prior to the start of excavation.

H. If directed by the the Engineer in consultation with Tree Consultant and/or Borough Forester, the critical root zone of a tree shall be covered with woodchips to a depth of at least six (6) inches in order to protect roots from damage caused by heavy equipment. Such covering shall be maintained during the course of construction and removed after the end of construction. Removal shall be by hand or as specified by the Engineer in consultation with Tree Consultant and/or the NYC Department of Parks and Recreation Borough Forester.

I. Roots over 1" in diameter shall not be cut without the written permission of the Engineer in consultation with Tree Consultant or Borough Forester or his designated representative.

J. Protective fencing, pruning, tree guards, woodchips shall be paid for separately as per the drawings or as directed by the Engineer in consultation with Borough Forester .

K. Tree guards with tree wraps as specified by the NYC Department of Parks and Recreation shall be installed on all trees within or adjacent to the limits of disturbance as directed by the the Engineer in consultation with Tree Consultant or the NYC Department of Parks and Recreation Borough Forester. Protective fencing shall be installed along the perimeter of the tree protection zones for individual trees or groups of trees within or adjacent to the limits of disturbance or as directed by the the Engineer in consultation with Tree Consultant or the NYC Department of Parks and Recreation Borough Forester.

L. Fencing material shall follow NYC Department of Parks and Recreation's specifications and standards and shall be construction (chain link) fencing or orange polyethylene (snow) fencings or range fencing, as specified by the Engineer in consultation with Borough Forester, or his designated representative. The minimum height of fencing shall be four (4) feet.

M. Fences and tree guards shall not be removed or moved without written permission of the the Engineer in consultation with Tree Consultant or the the NYC Department of Parks and Recreation Borough Forester.

N. All tree protection fenced zones shall be so indicated with signage posted visibly on the fenced in area as directed by the the Engineer in consultation with Tree Consultant or the the NYC Department of Parks and Recreation Borough Forester. Wording shall read "Tree Protection Zone".

O. Signs will be provided by the NYC Department of Parks and Recreation. Contractor is to be held responsible for fixing and maintaining signs for the duration of the Contract.

P. Planting beds within critical root zones may only be installed in the presence of the Tree Consultant or the the NYC Department of Parks and Recreation Borough Forester. All excavation and plant installation is to be done by hand, with minimal soil disturbance. No roots over 1" in diameter shall be cut without the written authorization of the the NYC Department of Parks and Recreation Borough Forester. Plants shall not be placed within 3 feet of the tree trunk unless directed by the the Engineer in consultation with Tree Consultant or the NYC Department of Parks and Recreation Borough Forester.

REMEDIATION:

In the event of damages to trees and shrubs resulting from the Contractor's work, as determined by the the NYC Department of Parks and Recreation Borough Forester, the following shall apply:

At the completion of the construction project and in response to field conditions, any of the following site restoration/mitigation measures may be required by the NYC Department of Parks and Recreation in addition to those specified in the Tree Protection Plan. These measures shall be assumed at the expense of the Contractor and shall not be done without the approval of the the NYC Department of Parks and Recreation Borough Forester.

- a. Decompact tree. See Subsection GI-5.06.3, below.
- b. Pneumatic excavation. See I-Pages Section GM-11, contained herein.
- c. Pruning of dead or diseased tree branches.
- d. Root collar excavation, to remove any soil that accumulated around the base of the tree during construction.
- e. Tree irrigation, for up to one year after the end of construction. Method shall be as per I-Pages Section GI-5.09.
- f. Soil replacement in eroded areas.
- g. Root pruning.
- h. Bark tracing.

DAMAGE ASSESSMENT:

a. Tree damage. For trees that are damaged during the course of construction, a monetary credit shall be taken. The monetary assessment shall be the difference between the tree's condition rating, as per the International Society of Arboriculture appraisal method, before and after the damage. The damage assessment shall be determined by the Borough Forester.

b. Tree Destruction. Any trees irreparably damaged during the course of construction, as determined by the NYC Department of Parks and Recreation Borough Forester, shall be removed at the Contractor's sole expense. Restitution shall be made according to the New York City Tree Valuation Protocol, as determined by the NYC Department of Parks and Recreation. Restitution can be met by the Contractor through the following options:

(1) Direct planting by the Contractor or its subcontractor of the required equivalent number of replacement trees at locations determined by Central Forestry (for street trees) and the Borough Forester (for parks and natural areas); or

(2) A monetary credit for the value of the tree destroyed; or

(3) A combination of (1) and (2) above, as determined by NYC Department of Parks and Recreation Central Forestry and/or the NYC Department of Parks and Recreation Borough Forester. If the Contractor plants some replacement trees, a monetary credit shall be taken for the difference between the full value of the destroyed tree and the value of the number of replacement trees planted.

c. Tree Removal. Restitution for any prohibited tree removals shall be made according to the New York City Tree Valuation Protocol, with adjustments for tree condition as per the International Society of Arboriculture appraisal method, as determined by the NYC Department of Parks and Recreation.

Tree protection deficiencies. In addition to the remedial actions described above, failure to follow the tree protection guidelines in this Article will result in assessment of liquidated damages. When a tree protection deficiency, as determined by the NYC Department of Parks and Recreation Borough Forester, is identified, it must be remedied within 24 hours of notification by the NYC Department of Parks and Recreation. Failure to correct the deficiency within this timeframe will result in a liquidated damages assessment of \$300 for each day, or part thereof, that the tree protection deficiency is not remedied.

GI-5.06.3. DECOMPACT TREE OVER 6" TO 12" DBH:

WORK:

Under this Item, the Contractor's arborist shall **DECOMPACT TREE OVER 6" TO 12" DBH**, in accordance with the plans, specifications, and as directed by a the Engineer in consultation with Tree Consultant (Item 4.21) and/or the Engineer.

Note: DBH is defined as Diameter at Breast Height, which is 4'-6" above mean grade.

NOTIFICATION:

Before any pruning work can begin under this item, the NYC Department of Parks and Recreation Borough Forestry must be notified a minimum of 48 hours prior to beginning work. The NYC Department of Parks and Recreation Borough Forestry contacts are as follows:

Bronx: (718) 430-1877

Brooklyn: (718) 965-7750

Manhattan: (212) 860-1845

Queens: (718) 393-7373

Staten Island: (718) 390-2080

All of the following information and instructions are subject to the approval and direction of the NYC Department of Parks and Recreation Borough Forester.

QUALIFICATIONS REQUIRED:

All work shall be performed by a qualified arborist. A current certification by the International Society of Arboriculture (I.S.A.), shall be considered proof of the requisite experience and educational requirements. Also, see requirements listed under heading "Submittals", and in the General Conditions, Special Provisions, Section C, Article 14 "Tree Work". For additional information regarding procedures, contact the Director of Arboriculture and Horticulture Unit at (718) 760-6736.

MATERIALS:

Compost: shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens and stones, lumps, or similar objects larger than two inches (2") in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, and sewage sludge that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%). Compost shall have a minimum of twenty five (25%) to a maximum of fifty percent (50%) organic material.

Compost shall be from Long Island Compost, Islip, NY or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or Agresoil compost by Agresource, Inc. Amesbury, MA or approved equal. Organic biosolids are not acceptable. Compost available from NYC Department of Sanitation may be acceptable for purposes of this specification. See www.nyc.gov/sanitation or www.nyccompost.org for pick-up sites.

METHOD:

Where specified, existing trees to remain shall be decompacted after completion of construction operations including excavation, paving, pruning, and backfilling. Decompaction shall be performed utilizing one of the three methods listed below as shown on the contract tree protection plan or as determined by the Engineer in consultation with the supervising Tree Consultant or the NYC Department of Parks and Recreation Borough Forester. All tree root protection shall be removed prior to starting decompaction and decompaction shall not be performed in frozen ground conditions.

1. Air-Tilling of the Critical Root Zone Method: Using a pneumatic device, the area within a 3 to 5 foot radius of the tree stem, and specified on the Tree Protection Plan, is to be tilled to a depth of 6 to 8-inches using a compressed air gun. Compost backfill shall be applied to the area at a depth of 1-inch and tilled into the soil using a compressed air gun. The area shall be top dressed with four-inches (4") of shredded bark mulch and thoroughly watered (paid under a separate item).

2. Radial Trenching Method: Using a pneumatic device, narrow trenches, 18 to 24-inches wide, shall be

cut in a radial pattern throughout the root zone. These trenches appear similar to the spokes of a wagon wheel. The trenches shall begin two (2') feet from the trunk of the tree and between buttress roots to avoid cutting any major support roots. The trenches should extend at least as far as the dripline of the tree. The trenches shall be 8-12 inches in depth. Compost backfill shall be used to fill the trenches. Where required, fertilizer may be mixed with the compost and applied. The area shall be thoroughly watered after completion.

3. Vertical Mulching Method: Three inch (3") diameter holes shall be excavated 12" deep, spaced 30" on center in a grid pattern throughout the root zone of the tree. Proposed tools and methodology for this work must be submitted and approved by the Director of Capital Arboriculture and Horticulture or his or her designated representative. Compost backfill shall be used to fill the holes and the area shall be thoroughly watered after completion.

Tree DBH Number of 3" Dia. Holes

0-6"	40
6-12"	60
12-18"	80
18-24"	100
24-30"	120
30-36"	160
36-42"	180
42-48"	200
over 48"	220

Where a pneumatic device is required, work shall be performed with a device such as an Air-Spade® CGP System, as manufactured by Concept Engineering Group, Inc. Verona, PA, or approved equal. The Contractor shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) at ninety pounds per square foot gauge (90 psfg). Different nozzles may be used on the air spade to expedite the work or minimize the amount of airborne material. Where a pneumatic device is used, care shall be taken to avoid rocks being scattered and inadvertently damaging private or public property. In addition, operators must be equipped with adequate protective clothing and gear, in accordance with manufacturer's recommendations. All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Engineer in consultation with the supervising Tree Consultant.

Watering: Watering shall take place at one-week intervals for a period of three weeks following decompaction at a rate of 750 gallons of water per 1000 square feet of decompacted area. The supervising Tree Consultant may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Engineer in consultation with the supervising Tree Consultant may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule

shall be submitted to supervising Tree Consultant each week.

Watering for trees shall be conducted by dispersing water to plants individually. Water shall be delivered to each plant under low pressure through the end of an appropriate sized hose or watering wand, or soaker hose anchored by pins where appropriate. The rate of watering should allow maximum penetration of water into the soil and at a rate that does not displace mulch or soil, cause uprooting or exposure of plant root to the air or break saucers around plants that were created to hold water.

Water shall not be applied in a manner which damages plants, stakes or adjacent areas. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

Where water is supplied from City hydrants, the Contractor shall obtain a free hydrant permit from the NYC Department of Environmental Protection. Permits are issued for a 30-day period, and the Contractor is responsible for keeping the permits current. The permits are available from each NYC Department of Parks and Recreation Borough Forestry office.

SUBMITTALS:

All submittals shall be as specified in Section C, Special Provisions, Article 11. The Contractor shall submit the following for review and approval prior to performing work.

Arborist Qualifications: The Contractor shall submit for approval, the name and qualifications of the proposed tree care sub/Contractor. The Contractor shall submit the following:

- 1.) I.S.A. certification.
- 2.) Name, address, and phone numbers for three (3) professional references associated with similar work performed within the past three (3) years.

The arborist shall meet the qualifications listed on the first page of this item under the heading Qualifications Required:. Verification of certification, qualifications, and references must be submitted to the NYC Department of Parks and Recreation's Borough Forester for approval prior to performing any work.

GI-5.06.4. MEASUREMENT AND PAYMENT

Unless otherwise provided for, no separate payment will be made for this work the cost of which shall be deemed to be included under other scheduled items, as appropriate.

**SECTION GI-5.06A
(NOT A PAY ITEM)
HAND REMOVAL OF PAVEMENTS**

GI-5.06A.1. WORK:

Under this Item, the Contractor shall perform **HAND REMOVAL OF PAVEMENTS** in accordance with the Contract drawings, specifications, and directions of the Engineer in consultation with the Tree Consultant. Tree Consultant shall be in accordance with New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 4.21 – Tree Consultant.

The intent of the item is to break up and carefully remove pavements with a pneumatic (jack) hammer in areas where trenching or other excavation is required within the critical root zone of existing trees and/or sensitive areas. These are areas, where in the opinion of the Engineer in consultation with the Tree Consultant, use of a backhoe or tractor would not be appropriate.

All unit masonry foundations such as brick and concrete block, and all other materials which can be removed with equipment performing normal excavation operations, shall be excluded from this item. This work shall be paid for under the Item No. 6.02 AAN- Unclassified Excavation.

GI-5.06A.2. EXECUTION:

The Contractor shall verify all dimensions and conditions in the field and shall be responsible for the same. The Contractor shall demolish and carefully remove pavements as indicated on the plans and as directed by the Engineer in consultation with the Tree Consultant.

GI-5.06A.3. DISPOSAL:

All material shall be removed from the site at no additional cost to the City.

GI-5.06A.4. UTILITIES:

Should the Contractor encounter any utilities or services during the performance of the work, it shall notify the City Department or Utility Company owning or controlling such services for appropriate cutoff or repairs. Any service cutoff or interruption by the Contractor shall be restored at the Contractor's expense.

GI-5.06A.5. MEASUREMENT AND PAYMENT:

No separate or additional payment will be made for this work.

SECTION GI-5.09
(NOT A PAY ITEM)
WATERING AND WEEDING DURING MAINTENANCE PERIOD

GI-5.09.1. DESCRIPTION

The Contractor shall maintain and cultivate the healthy growth of all plantings in the planted area after installation, in accordance with the specifications and contract drawings during the maintenance period of the project. For the purposes of this item, the maintenance period shall begin after the completion of planting, and terminate at the completion of the maintenance period. No separate payment shall be made for the work of this specification.

GI-5.09.2. SUBMITTALS

(A) The Contractor's Landscape Subcontractor shall submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer. The plan shall include proposed methods of watering and weeding, including but not limited to the use of tree gators (bags), sprinklers, drip hoses, irrigation, tanker vehicles and hand watering, etc., as well as manual weeding and weeding tools.

(B) The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Contractor's Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.

GI-5.09.3. METHODS

(A) The Contractor responsibilities under this section consists of watering and weeding after installation as required to maintain installed plant material in a healthy and vigorous condition in the specified Engineered Soil, in accordance with the specifications and Contract Drawings.

(B) Watering shall take place at one-week intervals from May 1 through October 31, for a total of twenty-seven (27) waterings per year or a total of fifty-four (54) waterings for the 2-year guarantee period. Each week, the individual plants shall receive the following volume of water:

PLANT SIZE	VOLUME OF WATER (gallons)
# 1 container	2
# 2 container	2.5
# 3 container	3
# 7 container	6
1" - 2" caliper	18
2" - 3" caliper	30

This is the maximum amount of water to be applied each week. The Engineer may order less watering based on weather and soil conditions.

Watering shall not be done for any given week if soil is saturated from recent rains or snowmelt. During extended dry periods, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. However, the total number of 54 watering cycles will not be exceeded.

Watering shall be applied in such a manner as to not damage plants or remove mulch (jute mesh) and stakes. Watering shall not cause the uprooting or the exposure of plant roots. Damage resulting from improper watering shall be immediately repaired at the Contractor's expense.

GI-5.09.4. MAINTENANCE

(A) Horticultural Maintenance shall consist of the weeding, removal of litter and general maintenance and replacement of plant material.

(B) Green Infrastructural Maintenance shall consist of cleaning out and disposing of sediment from inlet and outlet structures and weep holes (if any) as necessary to allow water to move freely in and out of the

site. Layers of mulch (jute mesh) (if any) and stone in or around the inlet, storm water flow path and ponding areas may require removal and replacement as deemed necessary by the Engineer, just prior to the end of the contract guarantee period. This work should be performed during a time when the soil is dry, using a flat-bottomed shovel.

(C) Maintenance should occur at a minimum of once per month and as needed following significant rainfall events. Visually inspect the site for erosion, including inlet and outlet structures, embankments, side slopes, and check dams. Symptoms of erosion can include erosive gullies or areas of bare soil. Remove any litter directly covering and immediately upstream or downstream of inlets and outlets so that the drainage path is clear. The top of the mulch (jute mesh) (if any) should be at least two inches below the lowest point of the inlet/outlet to minimize blockage.

GI-5.09.5. MEASUREMENT AND PAYMENT

Unless otherwise provided for, no separate payment will be made for this work the cost of which shall be deemed to be included under other scheduled items, as appropriate.

**SECTION GI-5.10
STONE COLUMN****GI-5.10.1. DESCRIPTION**

Furnish and install stone columns as shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings and in accordance with the specifications and directions of the Engineer.

GI-5.10.2. MATERIALS

- (A) Open-graded stone shall comply with I-Pages Section GI-2.07 – Open Graded Stone Base.
- (B) Pipe and fittings shall comply with I-Pages Section GI-2.16A – PVC Pipe.
- (C) Geotextile fabric shall comply with I-Pages Section GI-2.09 – Geotextile Fabric.
- (D) Select granular fill material shall comply with Section 6.67 of the NYC Department of Transportation Standard Highway Specifications.

GI-5.10.3. CONSTRUCTION METHODS

- (A) The Contractor shall auger a fourteen (14) inch diameter casing a minimum of five (5) vertical feet into the permeable soil layer. The final depth of PVC pipe shall be determined by the Engineer but shall be no deeper than twenty (20) feet.
- (B) The stone column shall consist of:
 - (1) Twelve (12) inch inside diameter perforated or slotted PVC pipe
 - a. The pipe length shall be determined by the Engineer.
 - (2) Twelve (12) inch inside diameter solid PVC pipe
 - a. The pipe length shall be determined by the Engineer.
 - b. Extend the pipe two (2) inches above the low point of the Bioswale.
 - (3) Coupling to connect the perforated or slotted PVC pipe to the solid PVC pipe.
 - (4) Twelve (12) inch round grate (perforated or slotted end cap). Manufactured with perforations or slotted grate.
 - a. ASTM D5208-14 “Standard Practice for Fluorescent Ultraviolet (UV) Exposure of Photodegradable Plastics”
 - b. ASTM D4329 “Standard Practice for Fluorescent Ultraviolet (UV) Lamp Apparatus Exposure of Plastics”
- (C) Wrap nonwoven geotextile fabric around the perforated or slotted pipe and fasten by collar to the solid pipe.
- (D) Pull casing and use select granular fill to fill the annular space between the stone column pipe and the hole.
- (E) Fully saturate stone column and surrounding fill. Once the fill is saturated, additional granular fill should be used to bring to grade. Saturate again and repeat as necessary.
- (F) Fill the attached perforated or slotted and solid PVC pipe with open-graded stone and seal with a perforated cap

(G) Space the stone columns in accordance with the Contract Drawings and as directed by the Engineer.

(H) Only install middle stone column within the 20'x 5' R.O.W. Bioswale only installed in a planting bed with no tree.

(I) During construction, keep the column free from foreign matter. The piping shall be left thoroughly clean to the satisfaction of the Engineer.

GI-5.10.4. MEASUREMENTS AND PAYMENT

The quantities to be measured for payment under these Items shall be the number of Vertical Feet of stone column installed to the satisfaction of the Engineer.

The price bid shall be a unit price per Vertical Feet of stone column installed as shown on the Contract Drawings and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, auguring a fourteen (14") inch diameter temporary casing and its removal, furnishing and installing twelve (12") inch solid PVC pipe, twelve (12") inch diameter perforated pipe, PVC coupling(s), perforated cap, geotextile and fastening collar, and open graded stone; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.10	STONE COLUMN	V.F.

SECTION GI-5.11
(NOT A PAY ITEM)
WELDING

GI-5.11.1. DESCRIPTION

All welding shall be performed in accordance with ANSI/AWS D1.1 and ANSI/AWS D1.4. No welding shall be performed when the base metal temperature is lower than 32 degrees Fahrenheit.

GI-5.11.2. MATERIALS

(A) All welding equipment, electrodes, welding wire and fluxes shall be capable of producing satisfactory welds when used by a qualified welder or welding operator performing qualified welding procedures.

(B) All welding equipment and materials shall comply with the applicable requirements of ANSI/AWS D1.1 and ANSI/AWS D1.4.

GI-5.11.3. CONSTRUCTION METHODS

(A) Each welder, welding operator and tacker assigned to work on this Contract shall be certified in conformance with ANSI/AWS D1.1, Section 4. Welders shall also be New York City certified, and all welding shall be done in conformity with the NYBC and BS&A.

(B) Contract Drawings will include the following information:

(1) Size, length, type and location of welds.

(2) Location of welds for which non-destructive testing is required. When location of non-destructive testing is not shown, it will be indicated by the Engineer in the field.

(C) Workmanship and techniques for welded construction shall conform to the requirements of ANSI/AWS D1.1 and AISC-04. When ANSI/AWS D1.1 and AISC-04 are in conflict, the requirements of ANSI/AWS D1.1 shall govern.

(D) Welding of reinforcing shall conform to the requirements of ANSI/AWS D1.4 and the Detailed Specifications. Welds shall develop a minimum of 85,000 psi tensile strength. Bars to be welded shall be cut by means of an oxyacetylene torch or by sawing. Ends shall be free of dirt, oxide scale, oil, grease, or other foreign matter. Sheared ends of bars shall be trimmed back at least 1/2-inch by sawing or flame cutting. Preheat and interpass temperature shall conform with ANSI/AWS D1.4. Bars having a carbon equivalent content in excess of 0.50 percent shall not be welded.

(E) Where dissimilar steel are welded together, the procedure used shall be the same as the one used for the lower strength steel.

(F) All groove welds shall be 100 percent complete penetration welds as defined in ANSI/AWS D1.1 or shown in ANSI/AWS D1.4 for reinforcing steel, regardless of whether a backup plate is shown or whether the supplementary backing weld or melt through symbol is included, in each groove-weld symbol shown unless partial penetration is included in the weld symbol.

(G) Gun welded studs shall conform with the requirements of ANSI/AWS D1.1, Section 7.

(H) Upon completion of welding, all weld splatter, flux, slag and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance with uniform weld contours and dimensions. All sharp corners of material which is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.

(I) Dimensional tolerances for welded construction, details of welds, and quality of welds shall be in accordance with the applicable requirements of ANSI/AWS D1.1, ANSI/AWS D1.4 and the Contract Drawings.

(J) The welding shall be subject to inspection and tests in the shop and project site. Inspection and tests in the shop will not relieve the Contractor of the responsibility to furnish weldments of satisfactory quality.

(K) All welding exhibiting any cracks, either in the weld metal or the parent metal, will be rejected.

(L) Defective or unsound welds or base metal shall be corrected either by removing and replacing the entire welds.

GI-5.11.4. MEASUREMENT AND PAYMENT

Payment for this work shall be deemed to be included in the unit price bid for Item No. GI-2.10.

SECTION GI-5.12
(NOT A PAY ITEM)
PAINTING

GI-5.12.1. DESCRIPTION

- A. Painting, as specified herein, shall include, but not be limited to, preparation of surfaces, shop painting of items furnished, field painting of steel tree guards, structures, piping, conduit, ducts and equipment, and marking of piping and electrical conduit.
- B. Painting shall be provided where shown on the Contract Drawings, specified in the herein the Specifications, or as required for a complete installation.

GI-5.12.2. REFERENCES

- A. Codes and standards referred to in this Section shall be as follows:
 - 1. New York Spec. - Standard Specifications of the Division of Municipal Supplies of the Department of General Services of the City of New York
 - (a) N.Y. SPEC. 31-P-93 - Pigments, Dry
 - (b) SSPC - The Society for Protective Coatings (formerly of Steel Structures Painting Council)
 - (c) SSPC-SP 1 Solvent cleaning
 - (d) SSPC-SP 2 Hand tool cleaning
 - (e) SSPC-SP 6 Commercial blast cleaning
 - (f) SSPC-SP 10 Near white blast cleaning
 - (g)
 - (h) SSPC-SP 11 Power tool cleaning to bare metal
 - (i) SSPC- SP 15 Commercial grade power tool cleaning
 - (j) SSPC-SP 16 Brush off Blast Cleaning of Non Ferrous Metals
 - 2. ASTM - American Society for Testing Materials
 - (a) ASTM D3359 - Standard Test Methods for Measuring Adhesion by Tape Test
 - (b) ASTM D16 - Standard Terminology Relating to Paint, Related Coatings, Materials and Applications .
 - 3. NSF - National Sanitation Foundation

GI-5.12.3. SUBMITTALS

- A. The Contractor shall prepare and submit for approval catalog cuts and reference materials in accordance with the NYC Department of Transportation Standard Highway Specifications, General Conditions, Section 1.06.13. - Shop and Working Shop Drawings.
 - 1. Color Chart: The Contractor shall submit the manufacturer's standard color chart for color selection for painting of items

- a. **Paint Samples:** The Contractor shall submit two one-quart samples of each required kind of paint material, or the ingredients thereof which are to be mixed on the job. Samples shall be labeled as required under the NYC Department of Transportation Standard Highway Specifications, General Conditions, Section 1.06.31, and shall include the certificate of the manufacturer stating the actual percentages by weight and volume of all ingredients entering into the mixture. Upon request, further samples shall be provided as the work progresses. Painting materials shall not be applied without written approval of samples by the Engineer.
- b. **Painted Surface Samples:** Upon request, duplicate samples of the results obtained by painting and finishing various materials on the work shall be submitted. Such samples, and the approved paint applied thereto, shall be applied in strict conformance with these specifications. Finished areas shall be considered adequate for the purpose of determining the quality of the work. All painting work shall be performed in a quality equal to the approved samples. Where equipment is customarily shipped with a standard finish, samples of the proposed color and finish shall be submitted for approval prior to shipping.
- c. **Certification:** The Contractor shall furnish affidavits from the manufacturer certifying that materials furnished conform to the requirements specified and that paint products have been checked for compatibility.
- d. **Immersion Certification:** The Contractor shall furnish affidavits from the manufacturer certifying that coatings in immersion service contain no water soluble solvents or corrosion inhibitive (active) pigments with slight water solubility.
- e. **Supplementary Schedule:** The Contractor shall submit a supplementary schedule of paint products with mil thickness and solids by volume, including all paint applied in the shop and in the field. The schedule shall be in accordance with the recommendations of the paint manufacturer.
- f. **Applicator's Quality assurance:** Must have three (3) consecutive years of experience prior to the bid opening.
- g. **Warranty:** Submit manufacturer's standard warranty.

GI-5.12.4. MANUFACTURERS

(A) Painting Manufacturers:

- (1) Tnemec Company, Inc., Kansas City, MO
- (2) Ameron Protective Coatings Group, Brea, CA (Vy Guard)
- (3) Sherwin Williams, Edison, NJ
- (4) Carboline Company, St. Louis, MO
- (5) M.A. Bruder (M.A.B) Philadelphia, PA
- (6) Keeler & Long, PPG, Watertown, CT

- (7) or an approved equivalent.

GI-5.12.5. CONSTRUCTION METHODS

- (A) All items to be shop painted shall be primed and finished in the shop. Field painting will not be allowed unless requested in writing to the Engineer, and written consent is given by the Engineer. In general, only areas that are to be field welded are not to be painted until field erected.
- (B) All products and materials shall be delivered, stored, and handled as specified in NYC Department of Transportation Standard Highway Specifications, General Conditions, Section 1.06.34.
- (C) Prior to painting, surface preparation shall be in accordance with the following and as recommended by the painting material manufacturer:
 - (1) Steel (other than structural) – All visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter shall be removed by compressed air nozzle blasting, centrifugal wheels, or other specified method. Discoloration caused by certain stains shall be limited to no more than 5 percent of each square inch of surface area in accordance with Steel Structures Painting Council SSPC-SP10.
 - (2) Concrete and masonry surfaces – Concrete and masonry shall be dried for a minimum of 28 days and then the dry concrete and masonry shall be brushed and washed to remove all loose dirt, dust, free lime, and other deleterious substances by approved methods. Protruding fins and other adhering matter shall be removed or ground until a smooth, even finish is obtained. Concrete surfaces to be painted shall be acid etched as recommended by the manufacturer of the coating to be applied, to produce a slightly granular surface required for adherence of coating to the concrete unless otherwise indicated.
 - (3) PVC – All adhering debris shall be removed and surface shall be roughened by sandpaper.
- (D) All painting and coatings shall be applied in accordance with the manufacturer's recommendations and approved submittals. A representative of the paint manufacturer shall advise on the proper application.
- (E) All paint material shall be applied by brush or roller. Spray painting will be permitted only with the specific approval of the Engineer.
- (F) Areas under and adjacent to painted surfaces shall be fully protected at all times. Dripped or spattered paint shall be promptly removed and any adjacent surfaces that have been damaged or discolored by overspray shall be repaired, refinished, and repainted.
- (G) Each paint shall be given sufficient time to cure per the manufacturer's recommendation before application of the succeeding coat. Each succeeding coat shall be applied within the recoat time specified by the manufacturer; otherwise the painted surface shall be prepared per the manufacturer's recommendation before it is recoated.
- (H) Any paint found defective shall be removed. The Contractor shall touch up and restore any finish damaged.

GI-5.12.6. DELIVERY, STORAGE AND HANDLING

- A. General: All products and materials shall be delivered, stored, and handled as specified in NYC Department of Transportation Standard Highway Specifications, General Conditions, Section 1.06.34. and as follows:

- B. Delivery and Storage: All paint materials delivered and stored at the site shall be from the approved manufacturer only.
- C. Packaging and Labeling: Paints, stains, varnish or ingredients of paints to be used on the job shall be properly prepared, packed, and labeled. All materials shall be delivered to the site in original, unbroken containers bearing the manufacturer's printed labels, which shall specify the following:
 - 1. Project and Contract No.
 - 1. Name of Manufacturer
 - 2. Address of Manufacturer
 - 3. Generic Name of Paint or Ingredients
 - 4. Brand and Trade Mark
 - 5. Schedule Letter as Listed Herein
 - 6. Percent Solids by Volume
 - 7. Net Quantity
 - 8. Date of Manufacturer
 - 9. Date Packed

Storage: Painting materials shall be stored at the site in manner and place which shall be in accordance with applicable codes and regulations, and in accordance with manufacturer's instructions. The storage space shall be kept clean at all times. Every precaution shall be exercised to eliminate fire hazards.

GI-5.12.7 QUALITY CONTROL

- A. Paint Quality Control Records: The following information shall be recorded for every paint project and submitted to the Engineer:
 - 1. Date
 - (a) Shift
 - (b) Part Temperature
 - (c) Dew Point
 - (d) Paint Batch Number/s
 - (e) Mixing Time for Each Part and the Combined Parts of a Paint System
 - (f) Pot Life
 - (g) Curing Time of Primer and Finish Layers
 - (h) Paint thickness measurements (DFT)
 - (i) Holiday Test Results and Repair Data
 - (j) Peel Test Results and Repair Data

(k) Foreman or Supervisor's Signature

GI-5.12.8**TEST SURFACES**

- A. The Contractor shall paint certain areas of concrete and other surfaces, where directed, using approved coatings for use by the Engineer for comparisons with coating systems applied during the progress of the work.
1. Such coated areas shall not be subsequently painted during the entire period of construction or during the period one-year after the date of final acceptance.
 2. At or about one year after final acceptance the test surfaces shall be inspected by the City for any deterioration such as cracks, blisters, flakes and excessive chalking.
 3. The Contractor shall supply all material and labor and shall perform any remedial work on all such deteriorated surfaces using the coating system represented by the test surface at no additional cost to the City.

GI-5.12.9. SAFETY REQUIREMENTS

- A. All painting materials specified herein, and ingredients of coatings containing substances that are potentially toxic or hazardous shall be shipped with warning labels. These products shall be applied in strict conformance with the safety requirements of the following:
1. The Manufacturer
 2. The National Paint and Coatings Association (NPCA)
 3. The Society of the Plastics Industry (SPI)
 4. The Manufacturing Chemist Association (MCA)
 5. The Society of Protective Coatings formerly of Steel Structures Painting Council (SSPC)
 6. The United States Government Occupational Safety and Health Administration (OSHA)
 7. The Health and Safety Requirements of the State of New York (PESH- Public Employees Safety and Health)
 8. The Health and Safety Requirements of the City of New York (COSH- Citywide Office of Safety and Health)

GI-5.12.10. ENVIRONMENTAL REQUIREMENTS

A. Weather:

1. Air and surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
 - a. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
 - b. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 - c. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog or mist.
 - d. Wind: Do not spray coatings if wind velocity is above manufacturer's limit.

- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with AWWA D102.
- C. Dust and Contaminants:
 - 1. Schedule coating work to avoid excessive dust and airborne contaminants.
 - a. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

GI-5.12.11. MATERIALS

- A. General: Paint and other materials shall be furnished which are of the type and quality of the manufacturer on which the painting schedule specified herein is based.
 - 1. Compatible shop and field coats shall be provided.
 - a. All coats of paint for any particular surface shall be from the same manufacturer.
 - b. Paint shall be of approved color as selected from the manufacturer's standard range of colors.
 - c. The Contractor shall submit proposed modifications to the specified painting systems for the Engineer's approval prior to use.
 - d. Paints containing lead or manganese driers shall not be submitted.
 - e. Submittal shall comply with N.Y. Spec. 31-P-93 for final colors.

GI-5.12.12. MATERIAL PAINTING SCHEDULE

- A. All materials shall be painted in accordance with the following schedule. The number of coats shall not be less than the number shown on the following schedule.

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols												
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint												
	Prime Coat				1 st				Finish Coats				
	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP	3 rd
Steel and Iron:													
Structural and Miscellaneous steel:													
Interior (Indoors) shop primed, field finished	B	A	A	A	B	A	D	A	A	A	D	A	A
			or										
			D										
Exterior (Outdoors) shop primed, field finished	B	A	A	B	B	A	A	B	A	A	D	A	C
			or	or			or	or					
			D	A			D	A					

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols									
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint									
	Prime Coat					Finish Coats				
	1 st					2 nd				
	3 rd									
Submerged, Buried or Continuously Wet Exposed to sewage, shop primed, field finished	B	A	A	B	B	A	A	B	D	D

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols											
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint											
	Prime Coat				1 st				Finish Coats			
					2 nd				3 rd			
	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP
Steel and Iron: Industrial Equipment (Exposed to wastewater):												

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols											
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint											
	Prime Coat						Finish Coats					
	1 st						2 nd					
	3 rd											
Submerged, Buried or continuously wet in wastewater, completely shop coated inside and out, includes OEM factory finished items such as gates, valves, etc.	L	A	D	or	L	or	K	A	B	D	B	D
Above grade, indoors, exposed to waste water, completely shop coated inside and out, includes OEM factory finished, items such as gates, valves etc.	L	A	D	or	L	or	K	A	B	A	B	A
	or							or		or		or
	M							D		D		D
	*											

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols									
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint									
	Prime Coat					Finish Coats				
	1 st					2 nd				
	3 rd									
Above grade, outdoors, exposed to waste water, completely shop coated inside and out, includes OEM factory finished, items such as gates, valves etc.	L	A	A	D	L	A	B	A	A	A
	or			or				or		B
	M *			L	or			D		D
	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols									
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint									
	Prime Coat					Finish Coats				
	1 st					2 nd				
										3 rd
Inside of item immersed in sewage	L or M *	A or J	A	D or L or K	L or J	A or J	B	D	A or K	D or K
Ductile Iron or Steel Process Piping, submerged, Buried or constantly wet, exposed to sewage , H2S exposures, OEM factory finished.	M *	A or M*	A	D or K	-	A	B	D or K	A or K	B or K

MATERIAL PAINTING SCHEDULE

[illegible]

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols											
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint											
	Prime Coat				Finish Coats							
	1 st				2 nd				3 rd			
Exposed to Potable water (NSF) completely shop coated, inside and out, OEM factory finished items such as Gates, Valves etc.	B	A	I	B	B	D	I	B	B	D	I	B
			or									-
			A									
Equipment above grade, indoors, exposed to Potable water (NSF), completely shop coated inside and out, OEM factory finished items such as Gates, Valves etc.	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP
	B	A	I	B	B	D	I	B	A	D	I	B
			or									-
			A									

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols									
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint									
	Prime Coat					Finish Coats				
	1 st					2 nd				
	3 rd									
Equipment above grade, outdoors, exposed to Potable water (NSF), completely shop coated inside and out, OEM factory finished items such as Gates, Valves etc.	N*	A	I	B	-	D	I	B	-	
			or							
			A							
Ductile Iron or steel process piping exposed to Potable Water (shop finished) alternate	N*	A	A	B	-	A	I	B	-	
			or							
			N*	I						

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols																
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint																
	Prime Coat	1 st						2 nd						3 rd			
		Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP
	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP	
MISCELLANEOUS:																	
Piping concealed in Masonry	B	A	A	A	A	A	D	A	A	A	D	A	-				
Piping wrapped in Insulation	A	A	A	A	A	A	D	A	A	A	D	A	-				
			or	or						or		or					
			D	B						B		B					

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols											
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint											
	Prime Coat			Finish Coats								
1 st				2 nd			3 rd					
Heated Metal (Air Main Piping): Submerged, Buried and Exposed	L	E										
	or	or	E	D	-	E	E	D	-	A	D	D
Concrete Masonry: Interior	M	M*										
	*											
	F	--			D	F	F	F	D	A	D	D
								</				

MATERIAL PAINTING SCHEDULE												
Material and Conditions	Paint Symbols											
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint											
	Prime Coat				Finish Coats							
	1 st				2 nd				3 rd			
Concrete: Interior excluding floors	A	G			D	A	D	D	D			D
					or							
					A							
	Tn	Cb	SW	IP	Tn	Cb	SW	IP	Tn	Cb	SW	IP
Concrete: Immersion, Waste Water	A				A	J	J	J	A	K	B	D

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols									
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint									
	Prime Coat					Finish Coats				
	1 st					2 nd				
	H	B	H	H	H	H	H	H	H	3 rd
<i>Pipe and Duct Insulation: Exposed</i>	A									
<i>PVC:</i>										
Interior	A	B	D	A	A	A	A	D	A	-
Exterior	A	B	D	A	A	A	C	D	A	C

MATERIAL PAINTING SCHEDULE

Material and Conditions	Paint Symbols									
	Tn- Tnemec, Cb- Carboline, SW- Sherwin Williams, IP- International paint									
	Prime Coat					Finish Coats				
	1 st					2 nd				
	3 rd									
<i>Gypsum Wallboard and Plaster:</i>	G					H	G	G	G	
						H	H	H	H	H
<i>Nonferrous Metal and Galvanized steel:</i>	A					A	B	D	A	
Interior										
Exterior	A					A	B	D	A	

** Require only one coat.*

- B. Schedule of Paints: Alphabetical designations in the following list are given solely for the purpose of indicating the type and quality of materials desired. Equivalent material from other approved manufacturers may be substituted.

SCHEDULE OF PAINTS			
Symbol	Product Name and Number	Volume Solids %	Dry Film Thickness Mils per Coat
A	Tnemec: Series V69 Hi-Build Epoxoline II	69	3.0-5.0
	Carboline: Carboguard 60/61	72	3.0-6.0
	Carboguard 635	65	3.0-6.0
	Sherwin Williams: Copoxy shop Coat Primer	72	2.0-4.0
	International Paint: Integard 345 or Devran 224 HS	82	3.0-4.0
B	Tnemec: Series V 140-44BR Pota-Pox plus	69	4.0-6.0
	Carboline: Sanitile 120	38	1.0-2.0
	Sherwin Williams: Dura-Plate 235 (Waste Water)	72	3.0-5.0
	International Paint: Interseal 670 HS or Bar Rust 233HS	82	3.0-6.0
C	Tnemec: Series 73 Endura-Shield	68	2.0-3.0
	Carboline: Carbothane 134 HG	70	2.0-3.0
	Carbothane 134WB	50	2.0-3.0
	Sherwin Williams: Acrolon -218HS	65	3.0-5.0
	Hi solid Polyurethane	65	2.0-3.0
D	International Paint: Interthane 990HS or Devathane 379 UVA	68	2.0-3.0
	Tnemec: Series 69 Hi-Build Epoxoline II	69	3.0-5.0

SCHEDULE OF PAINTS			
Symbol	Product Name and Number	Volume Solids %	Dry Film Thickness Mils per Coat
	Carboline: Carboguard 61/691	80-100	4.0-8.0
	Carboguard 635	65	4.0-8.0
	Sherwin Williams: Macropoxy 646	72	4.0-6.0
	International Paint: Interseal 670HS or Bar Rust 233H / 236	82	3.0-6.0
E	Tnemec: Series 90-97 Tneme-Zinc	63	2.5-3.5
	Carboline: Carbozinc 859 or Carbozinc 859 VOC	66	3.5-5.0
	Sherwin Williams: Corothane I Galvpac	67	2.5-3.5
	International Paint: Interzinc 52 or Catha Coat 302H or Catha 316 (immersion)	59	3.0-5.0
F	Tnemec: Series 130 Envirofill masonry filler	68	As Required
	Carboline: Sanitile 100 Block Filler	54	As Required
	Sherwin Williams: Heavy Duty Block Filler (dry)	80	As Required
	KemCati-Coat Epoxy Filler / Sealer	72	As Required
	International Paint: Truglaze 4015 or Intercryl 320	45	As Required
G	Tnemec: Series 151 Elasto-Grip	17	1.0-1.5
	Carboline: Sanitile 120	38	1.0-2.0

SCHEDULE OF PAINTS			
Symbol	Product Name and Number	Volume Solids %	Dry Film Thickness Mils per Coat
	Sherwin Williams: Pro-Mar 200 Primer	28	1.0-2.0
	International Paint: Glidden PC 1000	39	1.0-2.0
H	Tnemec: Series 6	43	2.0-3.0
	Carboline: Sanitile 155	38	2.0-3.0
	Sherwin Williams: Promar 200 Series (dry wall) DTM Acrylic (pipe insulation)	41	1.5-2.0
	International Paint: Glidden Dulux Lifemaster 1500 series	45	1.5-2.0
I	Tnemec: Series 140-AA83 Pota-Pox Plus	82	4.0-6.0
	Carboline: Carboguard 691/ Phenoline 341	80-100	4.0-6.0
	Sherwin Williams: Macropoxy 646 PW	72-98	4.0-6.0 Up to 50 Mils
	International Paint: Interseal 670HS or Bar Rust 233HS	82	4.0-6.0
J	Carboline: Phenoline 311	47	1.0-3.0
	International Paint: Enviroline 54	70	3.0-5.0
K	Carboline: Reactamine 760	100	20.0-100.0
	Plasite 4550S	100	20.0-60.0
	International Paint: Enviroline 222	100	20.0-100.0
L	Tnemec: Series 141	82	6.0-14.0
	Carboline: Reactamine 28 or Carboguard 1340WB	100	1.0-2.0
	International Paint: Ceilcote Interzone 954	85	14.0-18.0

SCHEDULE OF PAINTS			
Symbol	Product Name and Number	Volume Solids %	Dry Film Thickness Mils per Coat
M	Tnemec: Series 431 Perma- Shield PL	100	30.0-40.0
	Carboline: Reactamine ET	100	30.0-40.0
N	Tnemec: Series FC22 or 22 Epoxoline	100	20.0-30.0
	Carboline: 341	100	20.0-30.0
	International Paint: Interline 975	100	25.0-30.0

GI-5.12.13.

PREPARATION

- A. Surface Preparation: Prior to painting, surface preparation shall be in accordance with the following schedule and as recommended by the painting material manufacturer.

SURFACE PREPARATION SCHEDULE	
Class of Work	Preparation of Surface Prior to Painting
Structural Steel and Steel Encased in Concrete, Masonry or Fireproofing	All visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products and other foreign matter shall be removed by compressed air nozzle blasting, centrifugal wheels or other specified method. Discoloration caused by certain stains shall be limited to no more than 33 percent of each square inch of surface area in accordance with Society of Protective Coatings (SSPC-SP6).
Steel (other than structural, encased or galvanized) and Steel Submerged Under Water	All visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products and other foreign matter shall be removed by compressed air nozzle blasting, centrifugal wheels or other specified method. Discoloration caused by certain stains shall be limited to no more than 5 percent of each square inch of surface area in accordance with Society of Protective Coatings (SSPC-SP10).
Galvanized Steel and Other Metals	All welds, beads, blisters or protuberances, other than identification markings shall be smooth, and other imperfections shall be removed. All nonferrous metals and galvanized steel, whether shop primed or field primed, shall be solvent cleaned in accordance with Society of Protective Coatings (SSPC-SP1).
Canvas Pipe Covering	All adhering debris shall be removed and indentations or other unsightly spots shall be smoothed out to give a uniform, even surface. Surfaces shall be brushed clean.
Gypsum Wallboard and Plastered Surfaces	Gypsum wallboard shall be prepared as recommended by the wallboard manufacturer. Plaster surfaces shall be dry. Scratches, cracks, holes and other defects shall be filled flush with adjoining surfaces by approved methods, sandpapered smooth, and brushed clean.
Concrete and Masonry Surfaces	Concrete and masonry shall be dried for a minimum of 28 days and then the dry concrete and masonry shall be brushed and washed to remove all loose dirt, dust, free lime and other deleterious substances by approved methods. Protruding fins and other adhering matter shall be removed

SURFACE PREPARATION SCHEDULE	
Class of Work	Preparation of Surface Prior to Painting
	or ground until a smooth, even finish is obtained. Concrete surfaces to be painted shall be acid etched or otherwise roughened as recommended by the manufacturer of the coating to be applied, to produce a slightly granular surface required for adherence of coating to the concrete, unless otherwise indicated.
PVC	All adhering debris shall be removed and surface shall be roughened using suitable sandpaper. Surfaces shall be dry and free from dirt, oil, grease etc.

GI-5.12.14. INSTALLATION

- A. General: All painting and coatings shall be applied in accordance with the manufacturer's recommendations and approved submittals. A representative of the paint manufacturer shall inspect the surfaces to be painted and shall advise on the proper application. The paint manufacturer representative shall periodically be consulted regarding ambient temperature and humidity conditions.
- B. Shop Painting: The following items shall be provided with shop coats of primer and finish coats as herein specified before exposure to the weather:
1. Metals:
 - a) Structural steel
Note: Consider using hot dip galvanizing at crevices or hard to reach places on steel structural.
 - b) Miscellaneous steel and wrought iron
 - c) Ornamental wrought and light iron
 - d) Iron castings
 2. Machinery and Equipment:
 - a) Mechanical and electrical equipment
 3. Pipe:
 - a) All piping except galvanized iron, stainless steel, aluminum, copper, brass and bronze piping.
- C. Field Painting: All painting at the site of the project is hereby designated as field painting for those items that cannot be shop painted or are touched up due to minor damage to the painted surface.

1. Repair and Repainting: Field coatings shall not be applied until all marred surfaces have been repaired or repainted. Shop coated surfaces shall be thoroughly cleaned and retouched prior to the application of successive paint coats in the field.
 - a) Unpainted Materials: Do not paint or finish copper, bronze, chromium plate, nickel, stainless steel, aluminum (except ducts and conduit adjacent to finish painted surfaces), monel metal, lead, lead coated copper and brass, except as otherwise indicated.
 - b) Items to Receive Coating: All ferrous metals and insulated surfaces shall be provided with a protective coating. Interior surfaces, exposed masonry walls and concrete walls, floors and ceilings shall be provided with protective coatings as indicated on the drawings and specified.
 - c) Surface Condition: Only surfaces that are dry and free from dust, grease or other undesirable or interfering substances shall receive coatings. Coatings shall be as specified in the Painting Schedule.
 - d) Application: Finish coats shall be applied after all adjacent work has been completed. Successive coats shall have different shades or tints of color wherever possible. Colors shall be as selected and approved by the Engineer. Prime and successive finish coats shall be cleaned, sand papered, or otherwise treated before the next coat is applied, in accordance with the recommendations of the coating manufacturer, and as approved by the Engineer. All coats shall be inspected and approved by the Engineer, before application of any succeeding coats. All coats shall be applied to the dry film thickness (DFT) specified. Coatings shall be applied by skilled personnel under adequate illumination. All painted surfaces shall be left in a clean, orderly and acceptable condition.
 - e) Surface and Atmospheric Conditions: Paints shall not be applied when the surface temperature is less than 40 degrees F, when the relative humidity exceeds 85 percent, or when the surface to be painted is wet or damp, unless more stringent requirements are called for by the paint manufacturer.
- D. Field Painting Operations: Surfaces to be given protective coating shall be thoroughly cleaned. Scratches and abrasions on equipment which has been shop coated shall be refinished and all surfaces to be field painted shall be approved by the Engineer before proceeding with painting. Painting shall be performed in a continuous and orderly operation to facilitate adequate inspection, however material subject to weathering or corrosion shall be given prime coats as quickly as practicable.
 1. Method of Application: All paint material shall be applied by brush or roller. Spray painting will be permitted only with the specific approval of the Engineer. Surfaces which are so close together as to prevent the insertion of a standard size roller or brush shall be painted thoroughly with the prescribed number of coats by using special narrow rollers or brushes.

- a) **Adjacent Areas:** Areas under and adjacent to painted surfaces shall be fully protected at all times. Dripped or spattered paint shall be promptly removed and any adjacent surfaces that have been damaged or discolored by overspray shall be repaired, refinished, and repainted.
- b) **Tinting:** Successive coats of paint shall be tinted to make the various coats easily distinguishable. Undercoats of paint shall be tinted to the approximate shade of the final coat of paint. Final coats of paint shall not be applied until all other work has been completed, the dirt and rubbish removed and the surfaces suitably prepared. Paint to be applied shall be at room temperature.
- c) **Conditions for Application:** Each coat of paint shall be given sufficient time to cure per the manufacturer's recommendation before application of the succeeding coat. Each succeeding coat shall be applied within the recoat time specified by the manufacturer; otherwise the painted surface shall be prepared per the manufacturer's recommendation before it is recoated. Exterior painting will not be allowed in dust laden air, during damp or threatening weather, or on moist or wet surfaces, or when the surface temperature is below 40 degrees F on a falling thermometer or under 50 degrees for catalyzed epoxy material; it will not be allowed in extreme heat or when metal is hot enough to cause the paint to blister and produce a porous film. Do not apply interior painting until the building is thoroughly dry. If the temperature in the interior of the building, in the opinion of the Engineer, is too low painting will be stopped until the building is heated. Proper ventilation and sufficient heat shall be maintained to permit the paint to dry. The building shall be maintained to be free from dust.
- d) **Remedial Work:** Any paint found defective shall be removed. Touch-up and remedial painting shall be provided as directed and as required until completion and acceptance of final work. If damage to the painted surface is excessive, as determined by the Engineer, that item shall be rejected and shipped back, at Contractor's expense, to be properly recoated before it can be accepted.
- e) **Application:** Each coat of paint shall be applied as a continuous film of uniform thickness, free of pinholes and blemishes, to the maximum extent practicable. Any thin spots or areas missed in the application shall be repainted and permitted to dry before the next coat is applied. An approved low voltage wet sponge "holiday" detector shall be used as directed by the Engineer. All paint shall be carefully applied to a smooth even coating without runs or sagging. Enamels shall be brushed with a smooth even flow. Each coat of paint shall be dry, not only on the surface, but throughout the thickness of the paint film, before the next coat is applied. Finished surfaces shall be uniform in gloss, finish, and color, and free from flash spots and brush marks. In all cases, the resultant paint film produced shall be satisfactory in all respects to the Engineer.

- f) Thinning: If the paint material must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material (i.e., one gallon of paint as originally furnished must not cover a greater surface area when sprayed than when applied unthinned by brush). Where thinning is necessary, only the products of the manufacturer furnishing the paint shall be used for the particular purpose, and thinning shall be done with the manufacturer's knowledge, in accordance with his printed instructions.
 - g) Thickness and Adhesion Testing: Dry film thickness of each coat shall be as specified herein. Dry film thickness will be checked by the Engineer or a representative with a magnetic gauge for ferrous metal in accordance with SSPC 2 or Tooke gauge destructive test for concrete. Film thickness of shop coats or other previously applied coating shall be checked by the Engineer or a representative and recorded before painting in order to determine thickness of field coats. Dry film thicknesses for concrete surfaces shall be determined by measuring with a wet-film gauge and by material consumption. Paint adhesion shall be tested by the peel method in accordance with ASTM D 3359.
 - h) Inaccessible Items: Exposed members which will be inaccessible after erection shall be painted and cleaned prior to erection.
 - i) Coverage: All surfaces to be painted shall be completely covered. When color on undercoats shows through the final coat of paint, surfaces shall be covered by additional coats until paint is of uniform color and appearance and coverage is complete.
 - j) Safe Atmosphere: The Contractor shall provide sufficient temporary ventilation during painting operations in enclosed areas to remove moisture and solvents, and to keep the atmosphere safe from harmful or dangerous fumes and dust levels for personnel.
- E. Workmanship: Only skilled painters shall perform the work and specialists shall be employed where required. Finished surface shall not show brush marks or other irregularities. Top and bottom edges of doors shall be painted as required for the adjacent surfaces. Undercoats on hollow metal shall be thoroughly and uniformly sanded with No. 00 sandpaper, or equal abrasive, to remove all surface defects and provide a smooth, even surface.
- F. Mixing: All paints and coatings shall be mixed in accordance with the manufacturer's instructions on the printed label. The Contractor shall provide galvanized iron pans of sufficient size to contain all mixing pails and mix all paints and ingredients therein.
- G. Rates of Application: Paints shall be applied so as to give coverage per gallon not greater than that recommended by the manufacturer. Quantities of paint used for successive coats on the various parts of the work shall be recorded in a manner satisfactory to the Engineer.
- H. Touch-Up of Shop-Primed and Finished Items: Touch-up of any and all damaged portions and imperfections in shop-primed and finished items shall be accomplished using the same paint as

used for the shop prime and finish. Surface shall be prepared prior to touch-up by wire brushing and sanding to remove rust, scale and loose paint.

- I. Aluminum and Incompatible Surfaces: Where aluminum surfaces come in contact with incompatible metals, lime, mortar, concrete or other masonry materials, one field coat of paint indicated as Symbol "A" under Article 2.02 "SCHEDULE OF PAINTS" in this specification shall be applied to the incompatible surfaces.
- J. Concealed Surfaces: All wall surfaces which will be concealed by equipment shall be painted before equipment installation.

GI-5.12.15. CLEANING AND REPAINTING

- A. The Contractor shall touch up and restore any finish damaged. Paint or other finishes spilled, splashed or splattered shall be removed from all surfaces using care so as not to mar any surface or item being cleaned.
- B. The Contractor shall rectify any failures or breakdowns, loosening of the paint or coatings within a year after acceptance of work, regardless of the paint systems used. This will require removal of the entire coating where failure occurs and repainting with the coating system previously specified. Patching will not be allowed.

GI-5.12.16. MEASUREMENT AND PAYMENT

No separate payment will be made for this work, the cost of which shall be deemed to be included under other scheduled items, as appropriate.

**SECTION GI-5.13A
STORMWATER INLET**

GI-5.13A.1. DESCRIPTION

Stormwater Inlets shall be constructed of the sizes and shapes shown complete with frames, gratings, covers, hoods, hooks, and all other hardware as shown or required.

GI-5.13A.2. MATERIALS AND CONSTRUCTION METHODS

The Contractor is notified that the materials and construction methods necessary and required to construct complete stormwater inlets shall be in accordance with the requirements for Catch Basins under Subsections 51.41.2 and 51.41.3 of the NYC Department of Environmental Protection (DEP), Standard Sewer and Water Main Specifications, and in accordance with STANDARDS FOR GREEN INFRASTRUCTURE Standard Details that are made part of this Contract, unless otherwise amended herein.

GI-5.13A.3. PRECAST REINFORCED CONCRETE STORMWATER INLET

The Contractor is advised that in lieu of poured-in-place stormwater inlets the substitution of Precast Reinforced Concrete Stormwater Inlets that comply with the Standards for Green Infrastructure drawings will be permitted as Stormwater Inlets. The Precast Reinforced Concrete Stormwater Inlets shall be constructed in accordance with the requirements for Catch Basins under Subsection 51.41.4 of the NYCDEP Standard Sewer and Water Main Specifications, and in accordance with the NYC Department of Environmental Protection STANDARDS FOR GREEN INFRASTRUCTURE drawings that are made part of the Contract, unless otherwise amended herein.

GI-5.13A.4. MEASUREMENT

The quantities of stormwater inlets to be measured for payment shall be the number of stormwater inlets, incorporated in the work, complete, to the satisfaction of the Engineer, as shown, specified or required.

However, no measurement for payment will be made under this Item No. GI-5.13A for work being done in conjunction with Item Nos. ROWB-03 and ROWB-07.

GI-5.13A.5. PRICE TO COVER

The contract price for "STORMWATER INLET" shall be the unit price bid per each stormwater inlet and shall cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals required and necessary to construct the stormwater inlets of the sizes and dimensions, and at the locations and to the elevations shown, including the earth excavation of all materials of whatever nature encountered (See Section 4.03 - Earth Excavation of the NYC Department of Environmental Protection Standard Sewer Specifications); reinforcement; all sheeting and bracing; pumping; fluming; bridging; backfilling; cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, specifications and standards, and as directed by the Engineer. Included in the price hereunder shall be the cost for all labor and materials required to install frames, gratings, covers, hoods, hooks and all other hardware; in accordance with the Contract Drawings, specifications and standards, and as directed by the Engineer.

Where precast reinforced concrete stormwater inlets are used in lieu of poured-in-place stormwater inlets, the cost for furnishing, delivery and installation of the precast reinforced concrete stormwater inlets, complete with reinforcement; frames; gratings; covers; hoods; hooks and other hardware; additional excavation and sheeting, as required; select granular fill; hand excavation; and all work incidental thereto all in accordance with the Contract Drawings, specifications and standards, shall be deemed included in the contract price bid

for "STORMWATER INLET". No additional or separate payments will be made for any work associated with the installation of precast reinforced concrete stormwater inlets.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.13A	STORMWATER INLET	EACH

SECTION GI-5.14
RIGHT-OF-WAY (R.O.W.) STORMWATER INFILTRATION BASIN
WITH TYPE 2 CATCH BASIN

GI-5.14.1. DESCRIPTION

R.O.W. Stormwater Infiltration Basin with Type 2 Catch Basin shall be precast, constructed of the sizes shown on the plans and to the depths specified or directed, complete with frames and covers, all in accordance with the specifications and standards, and the directions of the Engineer.

GI-5.14.2. MATERIALS

(A) Concrete shall comply with the requirements of **DEP General Specification 11 - Concrete**, except that the concrete shall have a concrete design mix for five thousand (5,000) pounds per square inch (minimum twenty-eight (28) day compressive strength of four thousand (4,000) pounds per square inch). The maximum allowable chloride content in the concrete shall not exceed one-tenth (1/10) of one percent by weight of cement. The maximum water/cement ratio shall not exceed forty-seven (47%) percent by weight.

(B) Portland Cement shall comply with the requirements of **DEP General Specification 11 - Concrete**, and shall be Type II unless otherwise specified. Coarse and Fine Aggregate for concrete shall be well graded in accordance with **Subsection 2.6.1.1 of DEP General Specification 11 - Concrete**. Size of Coarse Aggregate shall be three-quarter (3/4) inch unless smaller size aggregate is required due to nature of work.

(C) Brick and brick masonry shall comply with the requirements **Section 23.02 of NYCDEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS**.

(D) Frames and covers shall be of cast iron, unless otherwise shown on the contract plans, complying with the requirements of **Section 22.01, Type 1 NYCDEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS**. Malleable iron or cast steel covers, when required, shall comply with the requirements of **Section 22.01**.

(E) Cement mortar shall comply with the requirements of **NYCDEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS, Section 23.03**.

(F) Reinforcement shall comply with the requirements of **DEP General Specification 11 - Concrete**.

(G) Welded Steel Wire Fabric shall comply with the requirements of **DEP General Specification 11 - Concrete**, and shall have a minimum specified yield strength of sixty-five thousand (65,000) pounds per square inch.

(H) High range water reducing admixtures meeting the requirements of ASTM C494 Type F and having been previously approved by the New York State Department of Transportation may be used.

(I) Open Graded Stone shall comply with **Section GI-2.07 - Open Graded Stone Base**.

(J) Geotextile fabric shall comply with **Section GI-2.09 - Geotextile Fabric**.

GI-5.14.3. METHODS

(A) **GENERAL** - Precast reinforced concrete infiltration rings shall be constructed of the sizes and dimensions, and at the locations and to the elevations shown on the plans or as directed by the Engineer. The location of all infiltration rings shall be such that the opening in the top slab together with the frame and cover shall be totally in the roadway area or totally in the sidewalk area.

(B) **SETTING FRAMES AND COVERS** - The brick masonry for the seepage ring shall be built to within such distance of the final grade as shown, specified or ordered. Frames and covers shall be as shown on the Sewer Design Standards. The frames shall be set on the masonry in a full bed of stiff fresh cement mortar.

(C) **REINFORCEMENT** - The steel reinforcement shall be of the dimensions and shapes shown, and installed in the manner specified in **DEP General Specification 11 - Concrete**.

(D) **CONNECTIONS** - All connections to seepage rings shall be constructed as shown on the plans or as directed.

(E) **DETAILS** - The minimum dimensions, minimum reinforcement and minimum requirements utilized for the construction of precast reinforced concrete seepage rings shall conform to the Sewer Design Standards that are deemed a part of this contract.

(F) **JOINTS** - Each section of precast reinforced concrete seepage ring (i.e. slabs, rings, footings) shall be fitted together and placed on a one-half (1/2) inch thick full bed of stiff fresh cement mortar. The rings when fitted together shall be matched so as to form a smooth and uniform inner wall.

(G) **TESTING** - Concrete utilized in the construction of precast reinforced concrete seepage rings shall be tested in conformance with **DEP General Specification 11 - Concrete**, with the exception that the concrete, steel reinforcement, fabrication and manufacture shall be tested and certified as to compliance by an independent Testing Laboratory licensed in the State of New York and approved by the Department of Design and Construction.

Testing shall also conform to all applicable sections of **DIVISION III - INSPECTION OF MATERIALS, SAMPLING, AND METHODS OF TEST** of these specifications.

In addition all manufacture of sections shall be witnessed by an approved licensed independent Testing Laboratory and Certified as to Compliance with the standard drawings and specifications.

The cost of all testing as described above shall be deemed included in the price bid per precast reinforced concrete seepage ring.

(H) **SUBMISSIONS BY THE CONTRACTOR** - Prior to delivery of precast reinforced concrete infiltration rings the Contractor will be required to submit three (3) copies of the manufacturer's Drill Sheets to the Engineer for review. These sheets shall note all pipe entries, final grades, etc. The Engineer's review of such submissions shall in no way absolve the Contractor from full responsibility as to the correctness of each ROW Infiltration Basin with regard to details, contract plans, standards and specifications..

(I) MANUFACTURE - Precast reinforced concrete seepage rings shall be built in conformance with the standard drawings and shall be cast in steel forms.

Devices used to position reinforcement shall be made of, or coated with, material so that corrosion of the device will not occur. Sufficient devices shall be provided to position the reinforcement for required concrete cover.

Concrete shall be thoroughly consolidated by internal or external vibration or a combination of both.

(J) CURING - All precast sections shall be subjected to curing by one of the following methods:

(1) STEAM CURING - Sections may be placed in a curing chamber, free from outside drafts, and cured in a moist atmosphere maintained at a temperature between one hundred (100) degrees Fahrenheit and one hundred sixty (160) degrees Fahrenheit, by the injection of steam for a period of not less than twelve (12) hours or, when necessary, for such additional time as may be needed to enable the pipe to meet the strength requirements. Steam curing shall not commence until at least two (2) hours have elapsed since completion of placement of concrete in the forms. When a curing chamber is not available, sections may be placed in an enclosure of canvas and subjected to steam around the entire section at the temperature and for the time specified above. The enclosure shall be so erected as to allow full circulation of steam around the entire section. The interior surface of the curing room or canvas jackets and the surfaces of the section shall be entirely moist at all times.

(2) WATER SPRAY CURING - Under the conditions of enclosure described in the above paragraph on "Steam Curing", sections may be cured by subjecting them to a continuous fine spray of water in an enclosure maintained at a temperature of not less than seventy (70) degrees Fahrenheit for a period of not less than seventy-two (72) hours or such additional time as may be necessary to meet the strength requirements.

(3) SATURATED COVER CURING - The sides and top of each section shall be covered with heavy burlap or other suitable material saturated with water before applying and kept saturated at a temperature of not less than seventy (70) degrees Fahrenheit for seventy-two (72) hours or such additional time as may be necessary to meet the strength requirements.

Precast Sections shall not be subjected to freezing temperatures until the required twenty-eight (28) day compressive strength is achieved.

(K) INSTALLATION - All precast seepage rings shall be installed in accordance with the standards and specifications for Precast Seepage Rings and as directed by the Engineer.

(L) MARKINGS - The manufacturer shall mark each individual piece with permanent markings on the inside of each section. The following minimum information shall be listed:

- (1) Date of Manufacture
- (2) Manufacturer's Logo
- (3) Individual Piece Identification
- (4) ASTM Designation

(M) DELIVERY OF SECTIONS - No sections shall be delivered to the job site until they have attained the specified twenty-eight (28) day compressive strength as evidenced by cylinder testing. In addition, five (5) copies of all test results, steel supplier certifications, independent Testing Laboratory certifications, and fabrication and manufacture certifications must be submitted to the Engineer prior to delivery or at the time of delivery.

GI-5.14.4. MEASUREMENT

The quantity of R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN to be measured for payment shall be the number of VERTICAL FEET (V.F.) incorporated in the work, complete as shown, specified or required, measured in place between the top of the basin casting down to the bottom of the precast circular footing ring, to the satisfaction of the Engineer.

GI-5.14.5. PRICE TO COVER

The contract price for R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN shall be a unit price bid per VERTICAL FEET (V.F.) of each size R.O.W. Stormwater Infiltration Basin and shall cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals required and necessary to construct the R.O.W. Stormwater Infiltration Basin of the sizes and depths specified, and at the locations shown or directed, including, but not limited to, excavation of all materials of whatever nature encountered (See Section 6.02 AAN – Unclassified Excavation); furnish, deliver and install the precast sections (i.e. solid rings, drainage rings, slabs, footings), frames and covers, catch basin connection, hoods, hooks and all other hardware, and reinforcement; all sheeting and bracing; pumping; fluming; bridging; breaking down and filling in of abandoned sewer appurtenances; backfilling; and cleaning up; all in accordance with the plans, the specifications and standards, and the directions of the Engineer.

In addition, included in the prices bid hereunder shall be the cost to restore the pavement and any existing sidewalk and curb disturbed in the vicinity of the ROW Stormwater Infiltration Basin. New sidewalk to the nearest joint or up to a full new sidewalk flag around the proposed ROW Infiltration Basin is required. New curb is required to nearest expansion joint on either side of the ROW Infiltration Basin.

Payment for furnishing and installing Geotextile Fabric will be made under Item No. GI-2.09.

Payment for furnishing and installing Open Graded Stone will be made under Item No. GI-2.07.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.14A	R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (4'-0" DIAMETER)	V.F.
GI-5.14B	R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (6'-0" DIAMETER)	V.F.
GI-5.14C	R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN (8'-0" DIAMETER)	V.F.

**SECTION GI-5.14 TF
(NOT A PAY ITEM)
TEMPORARY FENCING**

GI-5.14TF.1. DESCRIPTION

The Contractor shall completely enclose by temporary fences all excavations, steep embankments, open shops and storage areas and all other potentially hazardous locations as soon as such condition exists and as ordered by the Engineer. The fencing is in addition to any provisions that the Contractor would normally follow to safeguard the Contractor's work operations and in no way reduces the Contractor's obligations as provided in the contract.

GI-5.14TF.2. MATERIALS

Fencing shall be five (5) foot high above the existing surface and shall be constructed in ten (10) linear foot removable sections to facilitate construction. Each section shall consist of three (3) horizontal rails of 2" x 8" lumber nailed at each end to 2" x 8" vertical posts. The lower rail shall be located not more than six (6) inches above ground or street surface. The posts shall be of sufficient height to be firmly anchored in a manner approved by the Engineer. The spaces between rails shall be covered with 1/12-inch (0.083") diameter, (No. 14 B.W.G.) iron wire (both directions) of an electrically welded rectangular mesh, with openings no greater than two (2) inches wide by four (4) inches high.

GI-5.14TF.3. CONSTRUCTION METHODS

(A) The Contractor shall be solely responsible for the furnishing, erecting, relocating, maintenance and removal and replacement of all temporary fencing required under this contract.

The Contractor shall maintain all fencing in a satisfactory and safe condition. The Contractor shall replace, at no additional cost to the City, any and all fencing that the Engineer deems cannot be maintained and/or fails to meet the requirements of this section.

(B) The Contractor shall be permitted to remove such portions of the fencing as are required for the purpose of performing the Contractor's construction operations during working hours, providing that the public is continuously safeguarded by other satisfactory means during these construction operations. In all such cases the sections of fencing removed shall be restored to their original locations at the end of each workday.

GI-5.14TF.4. MEASUREMENT AND PAYMENT

Payment for this item shall be deemed to be included in the unit price bid for all scheduled items.

**SECTION GI-5.21
SAWCUTTING PAVEMENT**

GI-5.21.1. DESCRIPTION

This section describes the full-depth sawcutting of both sidewalk and roadway pavements for the opening of pavements under other contract items.

GI-5.21.2. CONSTRUCTION METHODS

(A) SAWCUTTING OF PAVEMENTS

(1) The Contractor will be required to saw cut all asphaltic pavement; concrete pavement; asphaltic top course on concrete base pavement; and all other roadway pavements specified, or ordered as follows:

- (a) full-depth saw cuts of pavement along the initial opening limits of all trenches and excavations;
- (b) full-depth saw cuts of pavement along the edges of all trenches and excavations for cutbacks of trenches and excavations;
- (c) full-depth saw cuts of asphaltic top course along the edges of all trenches and excavations for cutbacks of asphaltic top course;

NOTE: A "FULL-DEPTH SAW CUT" shall be defined as the cutting of pavement by the use of a dust controlling water lubricated rotary blade concrete and pavement saw cutting machine. (Vermeer type cutting machines will not be permitted for use in order to make full-depth saw cuts.)

(2) The Contractor will be required to full-depth saw cut all sidewalks and curbs along the limits of all trenches and excavations or as directed by the Engineer.

(3) All saw cutting shall be done with approved power tool equipment.

(B) BREAKING EXISTING PAVEMENT

All pavements shall be initially opened as specified in Subsection GI-5.21.2. paragraphs (A)(1)(a) and (A)(2), above. Unless otherwise specified, the remainder of pavements between full depth saw cuts may be opened with hand-held "Jack" Hammers. The use of Hoe-Rams will not be permitted.

The area under construction shall be kept as clean and neat as possible and no material shall restrict water flow in gutter areas. These requirements shall be the responsibility of the Contractor.

(C) EXCAVATION OF PAVEMENTS

Excavation of roadway pavement will be paid for under Item 6.02 AAN; excavation of sidewalk pavement within the limits of the Green Infrastructure will be paid for under GI-4.02; excavation of sidewalk pavement outside the limits of the Green Infrastructure where new sidewalk is to be placed will be deemed included in the unit price bid for the new sidewalk; and, excavation of curbs will be deemed included in the unit price bid for the new curb construction.

All pavement removal shall be done in such a manner so as not to disturb the existing pavements outside the specified and ordered area of removal and restoration.

For the removal and restoration of brick or block pavements the edges of the pavement shall be toothed or racked back.

GI-5.21.3. MEASUREMENT

(A) SAWCUTTING EXISTING ROADWAY PAVEMENT

The quantity to be measured for payment shall be the number of linear feet of existing roadway pavement actually full depth sawcut to the satisfaction of the Engineer.

However, no measurement for payment will be made under this Item No. GI-5.21R for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

Also, no measurement for payment will be made for any partial depth of pavement sawcutting of bituminous pavement, the cost of which shall be deemed included in the price bid for this item.

(B) SAWCUTTING EXISTING SIDEWALK PAVEMENT

The quantity to be measured for payment shall be the number of linear feet of existing sidewalk pavement actually full depth sawcut to the satisfaction of the Engineer.

However, no measurement for payment will be made under this Item No. GI-5.21S for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-5.21.4. PRICES TO COVER

(A) SAWCUTTING EXISTING ROADWAY PAVEMENT

The contract price bid per linear foot shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to full depth sawcut the existing roadway pavement, do all necessary chiseling, and do all other necessary incidental work, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The volume of roadway pavement excavated within the limits specified, or directed by the Engineer, will be paid for at the unit price bid for Item 6.02 AAN, Unclassified Excavation.

(B) SAWCUTTING EXISTING SIDEWALK PAVEMENT

The contract price bid per linear foot shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to full depth sawcut the existing sidewalk pavement, do all necessary chiseling, and do all other necessary incidental work, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The volume of sidewalk pavement excavated within the limits specified, or directed by the Engineer, will be paid for at the unit price bid for Item GI-4.02, Earth Excavation.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.21R	SAWCUTTING EXISTING ROADWAY PAVEMENT	L.F.
GI-5.21S	SAWCUTTING EXISTING SIDEWALK PAVEMENT	L.F.

**SECTION GI-5.35
SLEEVE FOR UTILITY CROSSINGS**

GI-5.35.1. DESCRIPTION

The Contractor shall furnish and install HDPE (High-Density Polyethylene) split sleeve pipes to protect utilities in concrete ducts crossing Green Infrastructure. Each split sleeve pipe shall have a wire (not wire mesh) reinforced concrete collars on each side of the Green Infrastructure, as shown on the NYC Department of Environmental Protection STANDARDS FOR GREEN INFRASTRUCTURE drawings.

Sleeve lengths shall range from six (6') feet to eight (8') feet depending on the width of the Green Infrastructure or at any given location it shall be two (2') feet greater than the width of the Green Infrastructure.

GI-5.35.2. MATERIALS

(A) HDPE SPLIT SLEEVE PIPE shall be of the diameter and length required as shown on the Contract Drawings or as directed by the Engineer. HDPE SPLIT SLEEVE PIPE shall comply with the requirements of Section GI-2.16, contained herein.

(B) SEALING GASKET shall be as recommended by the manufacturer of the sleeve.

(C) CONCRETE shall Type B-32 comply with the requirements of Sections 3.05 and 4.06 in the NYCDOT Standard Highway Specifications.

(D) WIRE REINFORCEMENT shall comply with the requirements of Sections 4.14 in NYC Department of Transportation Standard Highway Specifications. Size and spacing shall vary in accordance with the cross sectional area of the utility and as directed by the Engineer.

(E) MORTAR, if required for end capping, shall comply with the requirements of Section 3.07 in the NYC Department of Transportation Standard Standard Highway Specifications, Type 1, Mortar, except that the proportions shall be one (1) part of cement to one and one-half (1-1/2) parts of sand and that the ingredients may be mixed by hand.

(F) SAND fill bedding the utilities in the split sleeve pipe shall be meet the requirements of Section 2.21 in the NYC Department of Transportation Standard Standard Highway Specifications.

GI-5.35.3. METHODS

(A) Duct spacers shall be used to hold utilities in position to maintain a two (2") separation between the concrete utility duct and the HDPE sleeves when encasing utilities within the split sleeve pipe.

(B) The space between the utility and the sleeve shall be filled with sand as directed by the Engineer.

(C) Immediately after the Engineer has inspected and approved the encasement, the HDPE Split Sleeve pipe shall be backfilled as per the appropriate items.

(D) Concreting shall comply with the requirements of Sections 3.05 and 4.06 of NYC Department of Transportation Standard Standard Highway Specifications.

GI-5.35.4. DAMAGE TO THE UTILITY CROSSINGS.

Any damage cause to the utility crossings during the construction or any cause whatsoever, whether in or out of the trench, shall be made good at the sole expense of the Contractor.

GI-5.35.5. MEASUREMENTS.

The quantities to be measured for payment under these Items shall be the number of linear feet (laying length) of **SLEEVE FOR UTILITY CROSSINGS** actually laid in their final position, to the satisfaction of the Engineer, measured horizontally along the centerline of the HDPE Split Sleeve pipe.

However, no measurement for payment will be made under this Item No. GI-5.35 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

GI-5.35.6. PRICE TO COVER

The price bid for each type of **SLEEVE FOR UTILITY CROSSINGS** shall be a unit price per linear foot and shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work of furnishing and installing HDPE Sleeve of whatever diameter is required and shall include, but not be limited to, furnishing and installing sealing gasket, fittings, end caps, sand, mortar, formwork, supports, and connecting and joining pipe to other pipes or drainage structures; furnishing and placing concrete collars at each side of the Green Infrastructure; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

No additional payment will be made for excavation and backfilling.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.35	SLEEVE FOR UTILITY CROSSINGS	L.F.

SECTION GI-9.30
TEMPORARY CLOSURE AND PROTECTION OF ROW GI PRACTICE

GI-9.30.1. INTENT

This section describes requirements for the temporary closure of a Right-of-Way Green Infrastructure (ROW GI) Practice. The Contractor shall furnish, install, maintain, and remove sand bags, tarps, and other materials as necessary to temporarily close and protect the ROW GI Practice from construction debris and/or storm water when directed by the Engineer.

GI-9.30.2 MATERIALS

The Contractor shall have the following materials readily and sufficiently available: Engineered Soil and Sand, Sandbags, and Plastic Tarp.

GI-9.30.2.1 ENGINEERED SOIL AND SAND

Provide Engineered Soil and Sand as specified in I-Pages Section GI-2.13 herein. Cost of Engineered Soil and Sand shall be deemed included in the price of this ITEM NO.GI-9.30.

GI-9.30.2.2 SANDBAG

Provide woven sandbags made of polypropylene, polyethylene, or polyamide material approximately 18 to 24 inches in length, 12 to 18 inches in width, and 6" to 8" thick, tightly packed 50 to 125 pounds in weight. Cost of SANDBAG shall be deemed included in the price of this ITEM NO.GI-9.30.

GI-9.30.2.3 PLASTIC TARP

Provide water proof and tear resistant poly tarp, with a minimum thickness of 6 mils. Cost of PLASTIC TARP shall be deemed included in the price of this ITEM NO.GI-9.30

GI-9.30.3 METHOD

Contractor shall take appropriate measures to temporarily close and protect the ROW GI Practice and prevent construction debris and/or stormwater flow from entering. Measures shall include, but are not limited to:

- Placing sandbags at inlets and outlets of ROW GI Practice.
- Placing plastic tarps to cover shrubs and steel tree guards. Then placing sandbags around ROW GI Practice to sufficiently secure tarps in place. If tree is present, tree will be allowed to protrude through the tarp cover.

GI-9.30.4 MAINTENANCE AND REMOVAL

The ROW GI Practice will remain closed and materials will remain in place and maintained and shall be removed, as directed by the Engineer.

GI-9.30.5 CONTRACTOR'S LIABILITY. The Contractor shall be liable for any construction

debris and/or storm water discharge that in view of the Engineer either causes or contributes in infiltrating the ROW GI Practice.

In the event that pollutants (debris and/or storm water) are discharged to the storm water system due to the Contractor's negligence, the Engineer will direct the Contractor to cease any or all construction activities contributing to the release of these pollutants. The Contractor shall be held responsible, at his own cost, for any and all necessary actions to remedy the damage.

GI-9.30.6 MEASUREMENT AND PAYMENT

Payment will be made at the lump sum price bid for the item TEMPORARY CLOSURE AND PROTECTION OF ROW GI PRACTICE, which shall include, but not be limited to, the cost of furnishing all the labor, materials, fees, permits required to provide and construct all requirements and all necessary incidentals to complete the work all in accordance with the specifications and the directions of the Engineer.

Cost of Engineered Soil and Sand, Sandbags and Plastic Tarp shall be deemed included in the price of this Item No. GI-9.30.

Seventy percent (70%) of the lump sum price shall be paid in proportion to the percentage of construction completion.

Thirty percent (30%) will be paid when the operation is demobilized and removed from the site to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-9.30	TEMPORARY CLOSURE AND PROTECTION OF ROW GI PRACTICE	L.S.

**SECTION GM-11
HAND AND/OR PNEUMATIC EXCAVATION**

GM-11.1. DESCRIPTION

Under this Item, the Contractor shall perform HAND AND/OR PNEUMATIC EXCAVATION in accordance with the plans, specifications, and directions of the Engineer.

GM-11.2. INTENT

The intent of the item is to either hand excavate or excavate with a pneumatic air device in areas where trenching or other excavation is required or as directed by the Engineer. This section is intended for, but not limited to, test pit and/or excavation within the drip line of existing trees. These are areas, where in the opinion of the Engineer, use of a backhoe or tractor would not be appropriate.

GM-11.3. CONSTRUCTION METHOD

Prior to beginning work, the area to be trenched/excavated shall be thoroughly wetted to minimize dust to the greatest extent possible. Trenching/Excavation shall be accomplished either by hand or with a pneumatic device such as an Air-Spade® CGP System, as manufactured by Concept Engineering Group, Inc. Verona, PA, or approved equal. The Contractor shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) at ninety pounds per square foot gauge (90 psfg). All pneumatic excavation shall be as minimal as possible in width and depth, thereby minimizing the impact on tree roots and other areas where the Engineer determines that conventional machine excavation may be detrimental. Different nozzles may be used on the air spade to expedite the work or minimize the amount of airborne material. Depth shall be as indicated on Contract Drawings or as directed by the Engineer. Depths greater than 18" shall require removal of soil by hand shovel, or other appropriate means. Where a pneumatic device is used, care shall be taken to avoid rocks being scattered and inadvertently damaging private or public property. In addition, operators must be equipped with adequate protective clothing and gear, in accordance with manufacturer's recommendations.

GM-11.4. SUBMITTALS

All submittals shall be in accordance with the procedures in the General Conditions of Section 1.06.31. of the NYC Department of Transportation Standard Highway Specifications.

The Contractor shall submit in advance the proposed method of excavation performed under this item. If a device other than the Air-Spade® is proposed, all product literature shall be submitted for review.

GM-11.5. MEASUREMENT AND PAYMENT

The quantity of HAND AND/OR PNEUMATIC EXCAVATION to be paid for under this Item shall be the number of CUBIC YARDS of material excavated and backfilled, as measured in its original position, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per CUBIC YARD of Hand And/Or Pneumatic Excavation and shall include the cost of all labor, materials, and equipment necessary, including compressor and backfilling, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GM-11	HAND AND/OR PNEUMATIC EXCAVATION	C.Y.

SECTION GM-30 EPOXY BONDED STONE STRIP BED

GM-30.1. INTENT

This section describes the epoxy bonded stone strip bed. The Contractor shall install a stone strip bed of the size and depth as shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings and apply an epoxy bonding agent to the stone strip where indicated on the Contract Drawing.

GM-30.2. MATERIALS

- A) Crushed stone shall conform to the NYC Department of Transportation Standard Highway Specification Section 2.02, Type 1- Broken Stone, Grade B, and shall be washed and conform to the following gradation as modified below:

Percentage of Dry Weight

Sieve Size	Passing Designated Sieve Size
1"	100
0.5"	25-50
0.25"	0-10

- B) Epoxy Bonding agent shall be a clear, non-toxic, UV-stable bonding. Minimum properties of approved epoxy systems include:
1. Ultimate tensile strength - 4,000psi
 2. Compressive strength - 18,800psi
 3. Flexural Strength - 11,000psi
 4. Bond strength - 1,500psi

GM-30.3. METHODS

Stone Strip shall be placed as per Drawings. Then Epoxy Bonding Agent shall be applied to Stone Strip in place where indicated on the Drawings.

Epoxy bonding agent is to be spray on clean and dry stone surfaces to sufficiently bond top layer of stone but at a rate no less than recommended by the manufacturer. Do not install if rain is expected within 12 hours. Do not cover area with plastic. Install when outdoor temperature is 50 degrees or above and will not drop below 50 degrees F for at least 12 hours. Allow 24 hours to cure. If the temperature is around 50 degrees F then it may take up to 48 hours to cure.

SUBMITTALS:

Prior to the procurement of epoxy bonding agent, the following information and samples are required for review and approval for each source:

1. Product Data: Submit product data provided by manufacturer.
2. Submit a copy of the MSDS for Epoxy Bonding Agent.

GM-30.4. EPOXY BONDING AGENT SUPPLIERS

1. Pond Armor
PO Box 6558
Santa Maria, CA 93456
phone: 800-716-1545 · fax: 805-922-4580
email: info@pondarmor.com
2. Epoxy Bonding Agent #17
A Division of Epoxy Systems, Inc.
20774 W. Pennsylvania Ave.
Dunnellon, Florida 34431
email: info@epoxy.com
www.epoxy.com
3. Pond Armor
P.O. Box 6558
Santa Maria, CA 93456
800-716-1545
www.pondarmor.com
4. Or approved equivalent.

RELATED SECTIONS

Section GI-2.06 – Landscape Edging, contained herein.

GM-30.5. MEASUREMNT AND PAYMENT

The quantity of EPOXY BONDED STONE STRIP BED to be measured for payment shall be the number of cubic yards of crushed stone incorporated in the finished work, measured in place, to the satisfaction of the Engineer. However, no measurement for payment will be made under this Item No. GM-30 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWGS-01, ROWGS-02, ROWGS-03, ROWRG-01, ROWRG-02, and ROWRG-03.

The contract price bid per cubic yard of EPOXY BONDED STONE STRIP BED shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish and place an approved crushed stone bed at the site to complete the work and shall include, but not be limited to, furnishing and applying an epoxy bonding agent along the stone strip bed within the limits shown on the NYC Department of Environmental Protection Standards for Green Infrastructure drawings; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GM-30	EPOXY BONDED STONE STRIP BED	C.Y.

SECTION PM-01 through PM-24
TREES, SHRUBS, WOODY AND HERBACEOUS PLANT MATERIAL

PM-1. INTENT

This section describes woody and herbaceous plant material.

PM-2. KIND

Plant names, size, and grading standards shall conform to those prepared by the American Association of Nurserymen Horticultural Standards, 1998 Edition, unless otherwise specified. No substitution shall be permitted, except with the written permission of the Engineer in consultation with the NYC Department of Parks and Recreation Green Infrastructure Liaison.

PM-3. QUALITY

(A) All plants shall be typical of their species or variety. They shall have normal, well-developed branches and vigorous fibrous root systems. They shall be sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, dead or broken branches, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation and weeds. All plant material shall be tagged by the Engineer before the purchase or use of any such material.

(B) All plants shall be nursery-grown, unless otherwise stated. All shrubs shall have been growing under similar climatic conditions as the locations of this project for at least two (2) years prior to the date of the contract. Plants held in storage will be rejected if they show signs of growth during storage. Collected plants shall be taken from a subgrade favorable to good root development. All collected material shall be clean sound stock, free from decaying stumps.

(C) Herbaceous plants, vines, and groundcover shall be vigorous healthy plants, a minimum two (2) years old, from cuttings, seed, or division, with well-developed root systems and crowns, as specified in the Plant Schedule. Bulbs, corms, tubers and rhizomes shall be firm, non-desiccated, and certified free of disease and viral infection, of the sizes, grades, and varieties indicated in the Plant Schedule.

PM-4. PLANT SOURCES FOR NATIVE PLANTS ONLY, WHERE APPLICABLE

(A) Native plant stock must be used when specified on designs and should be used whenever possible and appropriate. Native plant material must be derived from the local genotypes of the native plants specified. For purposes of this native plant material paragraph, "local" shall mean within 250 miles from the planting site. However, a reasonable effort shall be made to obtain sources of plant material as close to the planting site as possible. All plants must have been grown in a hardiness zone no warmer than Zone 7 or colder than Zone 5 as determined by the USDA Agricultural Research Service, Plant Hardiness Zone Map. Plant quality shall be typical of their species. Plant material should exhibit the range of variation typical of local genotypes of the species as determined by the Engineer. They shall have normal branching and vigorous fibrous root systems. They shall be sound, healthy plants, free from sunscald injuries, or other mechanical injury, plant diseases, insect eggs, borers and all forms of infestations. All plants shall be nursery grown unless otherwise stated. Collected material will not be accepted. Except as may otherwise be specified in this native plant material paragraph, all other sections of this Plant Material specification shall also apply to the Native Plants. The native plant material, subject to availability and adherence to the requirements of this paragraph, may be purchased from the following nurseries or approved equal nurseries:

Greenbelt Native Plant Center, Staten Island, NY

Pineland's Nursery, Columbus, NJ

Wild Earth, Freehold, NJ

Sylva Native, Glen Rock, PA

PM-5. ORDERING PLANT MATERIALS

(A) The Contractor shall notify the Engineer of the unavailability of any tree, shrub, herbaceous plant, or bulb species designated in the contract, as well as provide confirmation to the Engineer of all orders from all sources of supply. Any request for species substitution due to unavailability must be submitted in writing to the Engineer, within fifteen (15) days of the award of contract. The Contractor must include the names and addresses of at least ten (10) nurseries they have contacted in an effort to locate these species, and the list shall be submitted to the Engineer. All nurseries supplying material shall be required to have a registration certificate from the Department of Agriculture and Markets, Division of Plant Industry, New York, or any other state where plant material is obtained, certifying that plant material is apparently free of injurious insects and diseases.

PM-6. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Plant material shall be as shown on the Tree Planting Schedule as shown on the Contract Drawings. Where applicable, the Contractor shall provide freshly dug plant material. Cold storage or previously dug plants will not be acceptable. The Contractor shall not prune prior to delivery unless otherwise directed and approved by the Engineer or representative. Plants that are pruned without authorization from the Engineer will be rejected. Plant material shall be delivered to the site in such a manner as to not damage the bark, break branches, or destroy the natural shape of the plant. To protect plant material from desiccation, the Contractor shall when deemed appropriate and only on appropriate plant material, apply an approved anti-desiccant 48 hours prior to transporting and fully cover plant material during transportation to the planting site. Plant material shall not be dropped or in any way be mishandled during unloading. Plants damaged during transportation to the site will be immediately rejected. Unacceptable conditions shall include, but not be limited to, the following: loose burlap or rope, soil spilling from B&B or containers, plants that move independently of root ball or container, soil missing from B&B or containers, and irregularly shaped root balls.

(B) ASIAN LONGHORNED BEETLE QUARANTINE ZONE REGULATIONS: Due to current Federal, State and NYC DPR policy, the following host species may not be planted in the quarantine zone. Host species are as follows: Acer-Maple, Aesculus-Horsechestnut/Buckeye, Salix-Willow, Betula-Birch, Populus-Poplar, Ulmus-Elm, Albiza-Mimosa/Silk Tree, Celtis-Hackberry, Fraxinus-Ash, Platanus-London Planetree, Sycamore, Sorbus-Mountain Ash.

In addition, Nurseries located within the quarantine zone shall comply with State and Federal Law and all Contractors and/or Subcontractors shall be Certified by the New York State Department of Agriculture and Markets to perform work within the Quarantine Zone. For additional information, including the extent of the quarantine zone, see the NYC Department of Transportation, Standard Highway Specifications, General Conditions, Subsection 1.06.23.(R), "PLANT PEST CONTROL REQUIREMENTS".

(C) Dimensions

A plant shall be dimensioned as it stands in its natural position. Trees up to and including four (4) inch caliper size shall be measured six (6) inches above ground level. Trees over four (4) inches in caliper size shall be measured twelve (12) inches above ground level. Stock furnished shall be a fair average of the minimum and maximum sizes specified. Larger plants cut back to sizes specified will not be accepted.

Container grown herbaceous plants, groundcover, and vines shall be well rooted in the container size indicated on the Plant Schedule, grown in the container at least one year prior to planting. Bulbs, corms, tubers and rhizomes shall be Top Size, or as indicated on the Plant Schedule. Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.

(D) Preparation of Plants

All precautions customary in good trade practice shall be taken in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. All plants shall be dug immediately before moving unless otherwise specified. All plants shall be dug to retain as many fibrous roots as possible. Balled and burlapped and balled and platformed plants shall have a solid ball of earth of minimum specified size, securely held in place by burlap and stout rope or twine. Oversized or exceptionally heavy plants are acceptable if the size of the ball or spread of roots is proportionately increased, to the satisfaction of the Engineer. Loose, broken, or manufactured balls will be rejected. Bare root plants shall be puddled immediately after digging by immersing the roots in a hydrogel slurry, so as to completely coat the roots.

(E) Delivery

Plants shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. All bare root plants shall be adequately protected from drying out and immediately after inspection shall be heeled in moist soil. Balled and burlapped plants shall be set on the ground and the ball covered with soil. Until planted, all material shall be properly maintained and kept adequately moist, to the satisfaction of the Engineer.

(F) Inspection

Inspection may be made before digging if the Engineer directs, but no plant material shall be planted by the Contractor until inspected by the Engineer at the site of the work. Plant material will be rejected if delivered with broken or damaged root balls, or if damaged on site by rough handling. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost. Final inspection shall be made upon completion of the contract.

PM-7. PLANT SCHEDULE**(A) ABBREVIATIONS**

Cal.	Indicates the caliper of the trunk of the tree.
B & B	Indicates tree or shrub to be balled and burlapped.
B.R.	Indicates a tree or shrub to be delivered "bare root".
O.C.	Indicates "on center" or spacing between plants in all directions.
Ht.	Indicates overall height of tree.
Item No.	Indicates specific species of plant material, including a description.

(B) Genus species & Plant description.

TREES: All trees shall be branched 6' from the ground. No tree shall have any limb cuts over 3/4" which have not completely calloused over. Sizes shall be as indicated.

All B&B trees shall be dug with firm root balls free of noxious weeds. There should be no excess soil on top of the root ball or around the trunk. Loose, broken, or manufactured balls will be rejected. Well-branched top and fibrous root system essential.

SHRUBS: Sizes shall be as indicated. Rootball or container sizes shall correspond to A.A.N. Standards for the corresponding shrub height. Heavy root system, all shrubs shall be well branched to the ground. Sizes shall be as indicated.

VINES, GROUNDCOVER, AND HERBACEOUS PLANTS: Container size shall be as indicated on the plans. All plants shall have vigorous root systems and have grown in the container for at least one year prior to planting.

PLUGS: Plugs shall have vigorous root systems.

ANNUALS: Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.

BULBS, CORMS, TUBERS AND RHIZOMES: All bulbs, corms, tubers and rhizomes shall be top size, firm, and non-desiccated.

Items are listed by estimated size and/or shared similarities; they include—but shall not be limited to—the genus and species listed beneath each item.

1. PLANT MAJOR TREES – 2-2.5 INCH CALIPER

Acer rubrum, Red Maple: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from the ground. Should have single, straight trunk with leader intact, and symmetrical well branched tops.

Betula nigra, River Birch: 2-2½" cal. B&B with 26-28" rootball, branched 6' from the ground, spread of top 6'. Should have a single straight trunk.

Carpinus betulus, European Hornbeam: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from the ground, spread of top 5'-6'. Should have single, straight leader.

Celtis occidentalis, Hackberry: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Should have straight trunk w/symmetrical well branched top, spread of 5'-6'.

Crataegus viridis 'Winter King', 'Winter King' Green Hawthorn: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from the ground, spread of top 6'. Should have a single straight trunk.

Eucommia ulmoides, Hardy Rubber Tree: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Should have straight trunk with symmetrical and somewhat pyramidal, well branched top.

Ginkgo biloba, Ginkgo: 2"-2½" cal. B&B with 26-28" rootball Branched 6' from ground. Single straight trunk with leader intact, symmetrical well branched tops. Trees with unbalanced tops not acceptable. Spread of top 3'-4'. Staminate form only.

Gleditsia triacanthos var inermis, Honey locust: 2"-2½" cal. B&B with 26-28" rootball branched 6' from ground. Spread of top 4'-5'. Shall have straight trunks and picturesque, well branched tops.

Gymnocladus dioicus, Kentucky Coffeetree: 2"-2½" cal. B&B with 26-28" rootball branched 6' from ground. Single straight trunk with leader intact, symmetrical well branched tops.

Koelreuteria paniculata, Goldenrain Tree: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Should have single straight trunks with leaders intact, and symmetrical well branched tops.

Liquidambar styraciflua, Sweetgum: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Should have single straight trunks, leader intact, well branched tops.

Metasequoia glyptostroboides, Dawn Redwood: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Single straight trunk, pyramidal form and leader intact.

Nyssa sylvatica, Black Gum: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Should have single straight trunks with leader intact. Well branched tops.

Platanus X acerifolia, London Plane Tree: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Shall have single straight trunks with leader intact, symmetrical well branched tops. No cut back trees.

Quercus acutissima, Sawtooth Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Spread of top 4'-5'.

Quercus bicolor, Swamp White Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Spread of top 4'-5'.

Quercus imbricaria, Shingle Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Spread of top 4'-5'.

Quercus macrocarpa, Bur Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Spread of top 4'-5'.

Quercus palustris, Pin Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Spread of top 4'-5'.

Quercus phellos, Willow Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Spread of top 4'-5'.

Quercus robur, English Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Spread of top 4'-5'.

Quercus robur 'Fastigiata', Columnar English Oak: 2"-2½" cal. B&B with 26-28" rootball, fully branched.

Quercus rubra, Red Oak: 2"-2½" cal. B&B with 26-28" rootball, branched 6' - 7' from ground. Spread of top 4' - 5'.

Taxodium distichum, Bald Cypress: 6'-8'. B&B with 26-28" rootball. Should have single straight trunk, vigorous growth with pyramidal form and single, straight leader intact.

Taxodium distichum var. nutans, Pond Cypress: 6'-8'. B&B with 26-28" rootball. Should have single straight trunk, vigorous growth with pyramidal form and single, straight leader intact.

Ulmus spp. ('Jefferson', 'New Harmony', 'Valley Forge', 'Princeton', 'Homestead', 'Pioneer', 'Delaware'), American Elm: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground. Straight trunk with leader intact, well branched tops.

Ulmus parvifolia, Lacebark Elm: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground, spread of top 5'-6', straight trunk with symmetrical, well branched tops, must be free from bad crotches and other structural faults, shall be free from scale, Dutch Elm disease and all other infestation.

Zelkova serrata, Japanese Zelkova: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from ground, spread of top 4'-5'.

2. PLANT FLOWERING AND ORNAMENTAL TREES

Amelanchier arborea, Downy Serviceberry: 8'-10' Ht., B&B, 20" rootball, spread of top 5'-6'.

Amelanchier canadensis, Shadblow: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from the ground, average height 8'-10', spread of top 5'-6'. Should have single, straight leader. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 4'.

Amelanchier x grandiflora 'Autumn Brilliance', 'Robin Hill', Apple Serviceberry: 2"-2½" cal. B&B with 26-28" rootball, branched 6' from the ground, average height 8'-10', spread of top 5'-6'. Should have single, straight leader. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 4'.

Amelanchier laevis 'Snowcloud', Snowcloud Serviceberry: 8'-10' Ht., B&B, 20" rootball, spread of top 5'-6'.

Cercis canadensis, 'Alba' 'Forest Pansy', Eastern Redbud: 2"-2½" cal. B&B with 26-28" rootball, branched 6'-7' from ground, average height 12'-14', spread of 4'-5', well branched. Should have straight trunk with leader intact. No limb cuts over 3/4' which have not completely calloused over. Heavy fibrous root system essential. Supply multi-stemmed if specified. Multi-stemmed shall be a minimum of 6'.

Chionanthus retusus, Chinese Fringetree: 1¾"-2" cal., B&B, 22" rootball, well branched, spread of top 5'.

Chionanthus virginicus, White Fringetree: 5'-6' Ht., B&B, 16"-18" rootball, well branched, spread of top 5'.

Cornus kousa, Korean Dogwood: 8'- 10' Ht., B&B, 20" rootball, well branched, spread of top 5'

Cornus mas, Cornelian Dogwood: 2"-2½" cal. B&B with 26-28" rootball, spread of top 5'-6'. Should have single, straight leader.

Halesia caroliniana/Halesia tetraptera, Carolina Silverbell: 2"-2½" cal. B&B with 26-28" rootball branched 6' from the ground, spread of top 5'-6'. Should have a single straight trunk. Specimen quality.

Hamamelis x intermedia, Hamamelis Intermedia Witchhazel: 4'-4.5' Ht., B&B, 14" rootball, spread of top 4', specimen quality.

Ilex opaca, American Holly: 5'-6' Ht., B&B, 20", heavy well-branched tops.

Maackia amurensis, Amur Maackia: 2"-2½" cal. B&B with 26-28" rootball, branched 5' from ground. Should have single straight trunks with leaders intact, and symmetrical well branched tops.

Magnolia virginiana, Sweetbay Magnolia: 8'- 10' Ht., B&B, 20" rootball, well branched, spread of top 5'. Provide multi-stemmed specimens if requested. Multi-stemmed trees shall have a minimum of 4 main stems and be a minimum height of 6'.

Malus sargentii, Crabapple: 5'-6' Ht., B&B, 18" rootball, heavy plant, well furnished to ground, spread equal to height.

Prunus sargentii, Sargent Cherry: 2"-2½" cal. B&B with 26-28" rootball. Shall have a single straight trunk with symmetrical well branched top.

Prunus serrulata 'Kwanzan', Kwanzan Cherry: 2"-2½" cal. B&B with 26-28" rootball. Shall have a single straight trunk with symmetrical well branched top.

3. DECIDUOUS SHRUBS

Aronia arbutifolia, Red Chokeberry: 24-36" Ht., #3 can., heavy well-branched tops.

Aronia melanocarpa, Black Chokeberry: 24-36" Ht., #3 can., heavy well-branched tops.

Callicarpa spp., Beautyberry: 24-36" Ht., #3 can., heavy well-branched tops.

Clethra alnifolia, Summersweet Clethra: 24-36" Ht., #3 can., heavy well branched tops with at least 8 canes 24" and up.

Cornus sericea, Redtwig Dogwood: 24-36" H, #3 can., heavy, well-branched tops.

Cotoneaster apiculatus, Cranberry Cotoneaster: 18-24" Ht., #3 can. with at least 5 runners. Must be well established in pot.

Cotoneaster horizontalis, Rockspray Cotoneaster: 18-24" Ht., #3 can.

Forsythia x intermedia, Showy Border Forsythia: 18-24" Ht., #3 can., full, well-branched head with at least 4 canes.

Fothergilla gardenii, Dwarf Fothergilla: 18-24" Ht., #3 can, heavy well branched top.

Hamamelis vernalis, Vernal Witchhazel: 24-36" Ht., #3 can, Heavy well-branched top.

Hamamelis virginiana, Witchhazel: 24-36" Ht., #3 can, heavy well branched top.

Hydrangea quercifolia, Oakleaf Hydrangea: 24-36" Ht., #3 can., well-branched top with at least 4 canes 24" and up.

Ilex verticillata, Winterberry: 24-36" Ht., B&B or #3 can., heavy symmetrical top, furnished to the ground, spread of top 15".

Itea virginica, Virginia Sweetspire: 18-24" Ht., #3 can., well-branched top with at least 4 canes.

Lindera benzoin, Spicebush: 24-30" Ht., #3 can, well branched top with at least 4 canes 20" and up.

Myrica pennsylvanica, Northern Bayberry: 24-36" Ht., B&B or #3 can, well-branched, spread of top 18".

Physocarpus opulifolius, Common Ninebark: 2-3 H, #3 can, well branched, must have at least 4 canes, 24" and up; 'Diablo' where specified.

Potentilla fruticosa, Shrubby Cinquefoil: 12-18" Ht., #3 can, spread of top 18", must have at least 4 canes 12" and up.

Rosa 'Knock Out', 'Radrazz', 'Radyod', Knock Out Rose: 18-24" Ht., #3 can, must have at least 3 canes 15" and up.

Rhus aromatica 'Gro-Low', Gro-Low Fragrant Sumac: 18-24" Spread. #3 can, well branched.

Spirea japonica, Japanese Spirea: 18-24" Ht., #3 can., well-branched top with at least 4 canes 18" and up.

Spirea nipponica 'Snowmound', Snowmound Nippon Spirea: 18-24" Ht., #3 can., well-branched top with at least 4 canes 18" and up.

Spirea x bumalda, Bumalda Spirea: 18-24" Ht., #3 can., well-branched top with at least 4 canes 18" and up.

Viburnum dentatum, Arrowwood Viburnum: 24-36" Ht., #3 can, well-branched top with at least 4 canes. Extra dense and heavy.

4. EVERGREEN SHRUBS

Ilex glabra, Inkberry: 18-24" Ht., #3 can. Heavy symmetrical top with at least 8 canes 18" and up, furnished to the ground, spread of top 18". 'Shamrock' or 'Compacta' when specified.

Ilex crenata, Japanese Holly: 18-24" Ht., #3 can, bushy, heavy rounded top, well furnished to the ground.

Juniperus conferta 'Blue Pacific', 'Blue Pacific' Shore Juniper: 12-18" Ht., #3 can.

Juniperus horizontalis 'Bar Harbor', Bar Harbor Juniper: 12-15" H, #3 can, at least 3 canes 12" and up.

Prunus laurocerasus, Cherry Laurel: 18-24" Ht., #3 can.

5. PERENNIALS #1 can

Ornamental perennials including but not limited to the genus Agastache, Asclepias, Astilbe, Chelone, Echinacea, Eupatorium, Geranium, Hemerocallis, Hibiscus, Iris, Liatris, Liriope, Lobelia, Mondarda, Nepeta, Nipponanthemum, Rudbeckia, Salvia, Sedum, Solidago, Symphyotrichum, Verbena, and Vernonia. #1 can, must be in full leaf, well established in pot.

6. PERENNIALS #2 can

Ornamental perennials including but not limited to the genus Agastache, Asclepias, Astilbe, Chelone, Echinacea, Eupatorium, Geranium, Hemerocallis, Hibiscus, Iris, Liatris, Liriope, Lobelia, Mondarda, Nepeta, Nipponanthemum, Rudbeckia, Salvia, Sedum, Solidago, Symphyotrichum, Verbena, and Vernonia. #2 can, must be in full leaf, well established in pot.

7. PERENNIALS 1 QT

Ornamental perennials including but not limited to the genus Agastache, Asclepias, Astilbe, Chelone, Echinacea, Eupatorium, Geranium, Hemerocallis, Hibiscus, Iris, Liatris, Liriope, Lobelia, Mondarda, Nepeta, Nipponanthemum, Rudbeckia, Salvia, Sedum, Solidago, Symphyotrichum, Verbena, and Vernonia. 1 Qt., must be in full leaf, well established in pot.

8. GRASSES #1 can

Grasses: Grasses including but not limited to the genus Acorus, Calamagrostis, Carex, Hakonechloa, Juncus, Panicum, Pennisetum, Sorghastrum and Schizachyrium. #1 can, vigorous specimens typical of the species specified in the plans.

9. GRASSES #2 can

Grasses: Grasses including but not limited to the genus Acorus, Calamagrostis, Carex, Hakonechloa, Juncus, Panicum, Pennisetum, Sorghastrum and Schizachyrium. #2 can, vigorous specimens typical of the species specified in the plans.

PM-8. DESCRIPTION

The Contractor shall plant the material specified in the following plant schedule in the planting beds in accordance with the plans and specifications, or as directed by the Engineer. The Contractor shall be liable for any damages to property caused by planting operations, and all areas and construction disturbed shall be restored to their original conditions, to the satisfaction of the Engineer.

PM-9. MATERIALS

(A) Plant names, size, and grading standards shall conform to those prepared by the American Association of Nurserymen Horticultural Standards, 1998 Edition, unless otherwise specified. No substitution shall be permitted, except with the written permission of the Engineer in consultation with the NYC Department of Parks and Recreation Green Infrastructure Liaison.

Burlap: Burlap shall be a natural fabric. No nylon burlap shall be permitted.

Cord or Rope: Cord or rope shall be sisal twine. Nylon rope shall not be permitted.

PM-10. CONSTRUCTION METHODS

(A) Unless otherwise directed by the Engineer in consultation with the NYC Department of Parks and Recreation Green Infrastructure Liaison, plant material may be transplanted from March 1st to April 1st and from October 15th to December 15th; deciduous material shall be planted from March 1st to May 1st or to when weather permits and from October 15th to December 15th or to when weather permits. Evergreen material shall be planted from April 1st to May 15th and from September 1st to October 15th or as weather permits. In case the planting season is missed for any reason, the Contractor shall cover the soil with mulch. Mulch shall comply with the requirements of I-Pages Section GI-2.14.

(B) Planting shall be performed by an approved Contractor. No planting shall be done except in the presence of the Engineer or the Engineer's representative. All material shall be inspected by the Engineer as it is removed from the truck, prior to placing in an approved storage area or the designated planting site. All rejected material shall be removed from the site and replaced with acceptable material at no additional cost to the City.

Bare root material shall be adequately protected from drying out and immediately heeled in after inspection. The bundles of heeled-in plants shall be set upright on the ground, covered with mulch, and kept adequately moist until the time of installation. Until the time of planting, all plant material shall be stored in an approved location, securely fenced and maintained, to the satisfaction of the Engineer, at no additional cost to the City. All plants not planted immediately shall be watered as necessary to maintain optimal health until planting.

For each plant, dig a hole to correct depth for the placement of the plant material. Place balled and burlapped material in the prepared planting pit by lifting, and carry it by the rootball. Set the tree or shrub straight and in the center of the pit, with the most desirable side facing toward the predominant view. All material shall set, after settlement, at the same level at which they have grown in the nursery. Care shall be exercised in setting the plants plumb. All ropes, stones, etc. shall be removed from the pit before backfilling. Soil for backfilling shall be loose and friable and not frozen or solid.

Cut and remove rope or wire from the top fifty (50%) percent of the rootball and pull the burlap back to the edge of the ball. Remove as much woven product and twine as possible. All plastic or synthetic fabric must be removed from the ball at the time of planting. Any wire basket enclosed root ball will need to have at least two-thirds (2/3) of the wire basket cut away from the sides and top of the ball and removed. Remaining lateral wires must be cut to prevent future root interference. Wire must not be galvanized or aluminum wire.

Balled and burlapped plants shall be handled so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the ball, the burlap shall be cut away from the upper half of the ball, and the remaining burlap adjusted to prevent the formation of air pockets. Where directed by the Engineer, the burlap shall be entirely removed. Soil shall be firmed at six (6") to eight (8") inch intervals and thoroughly settled with water. Plants with exposed roots shall be placed in the proper position in the center

of the pit after the soil in the bottom of the pit has been firmed. Roots shall be arranged in their natural position and existing soil worked in among them, firmed at intervals and thoroughly settled with water. Care shall be taken to avoid bruising or breaking the roots when tamping the soil. All large and fleshy roots which are bruised or broken shall be pruned, making a clean cut before planting.

Container plants shall be carefully removed from the containers or flats immediately prior to planting and set to the same depths as they were grown in the nursery bed or container, to the correct spacing indicated on the plans. Roots shall be arranged in their natural position and Engineered Soil worked in among them, taking care to avoid bruising or damaging the roots. No later than one (1) hour after planting, all plants shall be thoroughly settled with water.

(C) Mycorrhizal Fungi Inoculant Shall be applied by means of a three ounce (3 oz.) premeasured dry formulation packet, such as Mycor Tree Saver Transplant®, as manufactured by Plant Health Care, Inc., Pittsburgh, Pa., Rhizanova Tree Transplant, as manufactured by Becker Underwood, Inc., or approved equal. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: *Entrophosphora columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus sp.*; seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi (*Pisolithus tinctorius*); Biostimulant ingredients including *Yucca schidigera* extract; soluble sea kelp extract derived from *Ascophylum nodosum*; humic acids; and acrylamide copolymer gel as a water absorbent medium. Mycorrhizal fungi inoculant shall be added to the top six to eight inches (6-8") of backfill soil in each planting pit and thoroughly mixed to distribute the inoculant. The material shall be applied according to the following chart:

<u>Size of rootball or container</u>	<u>Ounces per plant</u>
1 gallon	1
2 gal.	2
#3 can.	3
5 gal.	3
7 gal.	3
10 gal.	3
15 gal.	3
20" B&B	6
24" B&B	9
30" B&B	9
36" B&B	12
12" B&B	12

(D) Fertilizer Tablets: Shall be Healthy Start Macro Tablets®, as manufactured by Plant Health Care, Inc., Old Westbury, N.Y., or approved equal. The tablets shall have a nutrient analysis of 12-8-8 and contain a minimum twelve percent (12%) humic acid by weight, as well as biostimulants derived from sea kelp, amino acids, and a wetting agent derived from *Yucca schidigera*. Tablets shall contain a minimum 695,000 each of the following beneficial bacteria: nitrogen fixing, phosphorus solubilizing, and growth promoting. Twenty one gram (21 gm.) twenty four month (24 mo.) release tablets shall be added to the top four inches (4") of backfilled soil in the rates indicated on the following chart:

<u>Size of rootball or container</u>	<u>Tablets per plant</u>
1 gallon	1
2 gal.	2
#3 can.	2
5 gal.	3
7 gal.	3
10 gal.	4
15 gal.	5
20-24" B&B	5
30-36" B&B	6
42-48" B&B	7

(E) The Contractor shall cultivate and rake over finished planting areas and shall leave the site in an orderly condition. On level ground or slight slopes, a shallow basin a little larger than the diameter of the plant pit shall be left around each plant, as shown on the plans, or as directed by the Engineer. On steep slopes, the soil on the lower side of the plant shall be graded in such a manner that it will catch and hold water, as shown on the plans, or as directed by the Engineer.

Upon completion of planting, all debris and waste material resulting from the planting operation shall be removed from the project area, and the affected area raked and cleaned as necessary.

All work done in preparing shallow basins or grading of plant pits on steep slopes and regrading and reseeding of plant saucers shall be deemed included in the unit price per plant. All berms raised for shallow basins in level or gently sloping grass areas shall be removed at the end of the guarantee period. This Engineered Soil shall be cast even over the surrounding grass areas and grass seed sown over the removed berms.

(F) Only crossing, broken or badly bruised branches shall be removed. These shall be pruned with a clean cut. All pruning shall be done with sharp pruning tools in accordance with instructions of the Engineer and the attached pruning diagram. At the time of planting, pruning cuts shall be made at the base of the branch at such a point and angle that neither the branch collar nor the bark of the stem is damaged, and that no branch stub extends from the collar. Crowns of young trees shall not be cut back to compensate for root loss. No leaders shall be cut.

(G) The Contractor shall establish a neat edge where planting areas meet grass areas, as shown on the plan or as directed by the Engineer. Edging shall be done by competent mechanics in a workmanlike manner with a spade or edging tool immediately after all planting is completed.

Particular care shall be exercised in edging to establish good flowing curves as shown on the plan or as directed by the Engineer. Edging shall be maintained by the Contractor until final acceptance of the contract.

(H) All staking shall be done during planting operation and shall be maintained throughout the first year of the guarantee period.

Stakes shall be of white cedar with bark attached and shall show no sign of cracking or decay. They shall have a maximum allowable deflection of ten percent (10%). All trees shall be supported by two (2) stakes, they shall be eight (8') feet long; the diameter at the middle shall be not less than (2") inches or more than two and three quarters (2-3/4") inches and the diameter at the butt shall not exceed three (3") inches. Stakes

shall be placed a minimum distance of one (1) foot away from the trunk of the tree, taking care to stay clear of the roots, driven thirty (30) inches into the ground, and shall be fastened to the tree with a suitable length of 3/4" wide, flat, woven polypropylene material as manufactured by DeepRoot®, San Francisco, CA or approved equal that is knotted and nailed to the stakes with one (1) inch galvanized roofing nails as directed by the Engineer.

Unless otherwise directed, trees shall be staked as shown on the plans and in accordance with these specifications. Stakes shall be set parallel to curbs. Trees shall stand plumb after staking. Stakes, and woven polypropylene material, shall be removed at the end of the first year of the two year guarantee period, unless directed otherwise by the Engineer. At the time the stakes are removed any holes left by the stake shall be filled with top soil at no additional cost to the city.

(I) At the time of planting, the entire planting bed shall be saturated to a depth of one (1) foot with twenty (20) gallons being distributed to each tree. Water shall be free from oil, have a pH not less than 6.0 or greater than 8.0 and shall be free from impurities injurious to vegetation. Unless otherwise directed, water may be drawn from mains owned by or supplying water to the City of New York.

Watering shall also take place throughout the guarantee period, as per Section GI-5.09 at approximately two week intervals from May 1 to October 31. Not less than once a week if it has not rained during that period. The Engineer may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule shall be submitted to the Engineer each week.

Water shall not be applied in a manner which damages plants, plant saucers, stakes or adjacent areas. Each plant saucer shall be carefully filled with water in a manner which does not erode the soil or the plant saucer. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

Where water is supplied from City hydrants, the Contractor shall obtain a free hydrant permit from the NYC Department of Environmental Protection. Permits are issued for a 30-day period, and the Contractor is responsible for keeping the permits current. The permits are available from each borough office. To obtain a permit, the Contractor should bring a copy of their contract, indicating exemption from the permit fee, with a general description of the hydrant location (s) they propose to access.

During dry conditions as defined by the Engineer, the Contractor will add to water a wetting agent product that is meant to aerate soil and allow for more water to penetrate such as Yuccah® Wetting Agent, or DIEHARD™ Soluble Yucca Extract as manufactured by Plant Health Care, or Horticultural Alliance, Inc., or an approved equal. An anti-desiccant to help prevent loss of water through transpiration shall also be used when directed by the Engineer. The anti-desiccant product, approved by the Engineer, must be mixed into water at appropriate ratios (Contractor must follow product instructions).

PM-11. LANDSCAPE GUARANTEE AND REPLACEMENT

(A) The Contractor shall maintain all trees within the limits of this contract in accordance with the plans, specifications and directions of the Engineer until two (2) years after the final acceptance of the whole work of this contract.

(B) All planting areas shall be cultivated and weeded with hoes or other approved tools within the period from May 15th to October 31st. Such cultivating and weeding shall be repeated at least every three (3) weeks. Prior to the installation of plant material, the Contractor shall submit a weeding schedule and plan to

be approved by the Engineer. The plan shall include proposed methods of cultivating and weeding indicating all proposed weeding tools. Weed whackers may not be used.

Weeds shall be removed with the root. Under no conditions shall weeds be allowed to attain more than six (6) inches of growth. No separate payment will be made for watering, weeding or any other maintenance outlined in this section throughout the duration of the maintenance period and such work will be deemed included in the bid for Plant Material.

(C) All landscaping work shall have upon planting a guarantee period as mentioned in the Schedule "A" of this project. Contractor shall request in writing an inspection of all landscaping work when completed to begin the maintenance and guarantee period.

Maintenance shall include weeding, cultivating, edging, control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide, pruning, adjustment and repair of stakes, and woven polypropylene material, repair of minor washouts, soil replacement, mulching and other horticultural operations necessary for the proper growth of all trees, and for keeping the entire area within the contract limits neat in appearance.

(D) Plant material found to be unsatisfactory or in poor condition at the inspection shall be removed and replaced at the appropriate planting season for that type of plant material. No payment will be made for plant material found to be unacceptable during this inspection.

(E) The Contractor shall submit, in writing, any conditions or species which he feels may be questionable prior to ordering said plants. If he is agreeable, the Engineer will substitute recommended species or address the conditions deemed unsuitable. However, upon ordering a plant and installing it, the Contractor accepts the responsibility for guaranteeing the plant's survival. There shall be no exception.

(F) During the guarantee period (as specified in Schedule A), the Contractor shall replace, in accordance with the contract plans and specifications, any planted tree, shrub, perennial or grass that is dead or, in the opinion of the Engineer, is in an unhealthy or unsightly condition, and/or has lost its natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, or other causes including vandalism, prior to final acceptance, in the next planting season. There shall be a guarantee on shrubs, groundcover plants, perennials and grasses after planting for the remaining period of the project. When instructed by the Engineer, the Contractor shall replace trees, shrubs, perennials or grasses that have died after final acceptance in the next appropriate planting season even when the next planting season falls outside the remaining period of the project. Trees, shrubs, perennials or grasses that die within the guarantee period shall be replaced as many times as necessary so that there is a live tree, shrub, perennial or grass at each location at the end of the guarantee period (which is the remaining period of the project). The cost of replacement(s) shall be included in the unit price bid for the various furnished items of the contract.

Where vandalism or related causes are agreed upon by the Engineer as the cause for tree, shrub, perennial or grasses replacement, the Contractor shall be responsible for replacement for one time during the guarantee period after final acceptance. Where dead shrubs, groundcover plants, perennials or grasses have been identified, whether due to natural causes or vandalism, the Contractor shall remove the dead material, including stakes, and wire **within three (3) weeks of notification**. The Contractor shall add Engineered Soil, grass seed or appropriate paving material at the direction of the Engineer to the pit to eliminate potential tripping hazards at the time of removal.

Failure to replace trees, shrubs, perennials or grasses in the next appropriate planting season will result in the assessment of liquidated damages in the amount of two hundred (200) dollars per tree and eighty (80)

dollars per shrub and (20) per perennial or grass. The assessment of said liquidated damages shall not absolve the Contractor of its responsibility to replace the plant material.

(G) Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants shall be chosen only by the Engineer.

PM-12. MEASUREMENT

The quantities of Woody or Herbaceous Plant Materials to be paid for under EACH item shall be the number of trees, shrubs, groundcover plants, perennials, or grasses of each Class or size planted to the satisfaction of the Engineer; however, no measurement for payment will be made under Item Nos. PM-05 through PM-24 for work being done in conjunction with Item Nos. ROWB-01, ROWB-02, ROWB-03, ROWB-04, ROWB-05, ROWB-06, ROWB-07, ROWB-08, ROWB-09, ROWB-10, ROWRG-01, ROWRG-02, and ROWRG-03.

PM-13. PRICES TO COVER

The price bid for each Woody Herbaceous Plant Material planted shall be the number of trees, shrubs, groundcover plants, perennials, or grasses of each Class or size furnished, planted and maintained, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Engineered Soil and mulch (jute mesh), where called for in the Contract Drawings or details, will be paid under their respective items.

The cost of water, regardless of source, is deemed included in the unit prices bid. No extra payment will be made for water coming from the Contractor's own source.

Payment will be made under:

Item No.	Item	Pay Unit
PM-01	PLANT MAJOR TREES (2.5" TO 3" CALIPER)	EACH
PM-02	PLANT MAJOR TREES (3.5" TO 4" CALIPER)	EACH
PM-03	PLANT FLOWERING AND ORNAMENTAL TREES	EACH
PM-04	TRANSPLANT TREES (UP TO 4" CALIPER)	EACH
PM-05	LARGE EVERGREEN SHRUBS – CLASS A	EACH
PM-06	LARGE EVERGREEN SHRUBS – CLASS B	EACH
PM-07	LARGE DECIDUOUS SHRUBS	EACH
PM-08	MEDIUM EVERGREEN SHRUBS – CLASS A	EACH
PM-09	MEDIUM EVERGREEN SHRUBS – CLASS B	EACH
PM-10	MEDIUM EVERGREEN SHRUBS – CLASS C	EACH
PM-11	MEDIUM DECIDUOUS SHRUBS – CLASS A	EACH
PM-12	MEDIUM DECIDUOUS SHRUBS – CLASS B	EACH
PM-13	SMALL EVERGREEN SHRUBS	EACH

PM-14	SMALL DECIDUOUS SHRUBS	EACH
PM-15	ROSES (#2 / #3 can)	EACH
PM-16	PERENNIALS, #1 can	EACH
PM-17	PERENNIALS, #2 can	EACH
PM-18	PERENNIALS, 1 QT	EACH
PM-19	PERENNIALS, 2 QT	EACH
PM-20	GRASSES, #1 can	EACH
PM-21	GRASSES, #2 can	EACH
PM-22	GRASSES, #3 can	EACH
PM-23	GROUND COVERS - QUARTS	EACH
PM-24	GROUND COVERS - #1 can	EACH

**SECTION P-1
PHOTO DOCUMENTATION**

P-1.1. GENERAL REQUIREMENTS.

- A. Pre-Construction Photographs
- B. Construction Photographs
- C. Post-Construction Photographs

The Contractor shall engage the services of an experienced professional photographer, approved by the City, to take color job photographs. The photographer will be required to take pre-construction, construction and post-construction photographs of the work as directed by the Engineer.

A. Pre-Construction Photographs

1. The photographer shall visit the site prior to start of construction to take a total of five (5) photographs per bioswale or stormwater greenstreet showing existing condition of the bioswale site and any adjacent areas which could possibly be disturbed during construction.

B. Construction Photographs

1. The photographer shall visit the site and take five (5) photographs per right-of-way bioswale, stormwater greenstreet and right-of-way rain garter, to show the work in progress, and any adjacent areas which were disturbed during construction.

C. Post-Construction Photographs

1. The photographer shall visit the site at the completion of construction to take a total of five (5) photographs showing the completed work and any adjacent areas which were disturbed during construction.

P-1.2. PRODUCTS

A. Photographs

1. For the purposes of this Section, a photograph shall be defined as one (1) exposure.
2. Three (3) color 8" x 10" (or 8-1/2" x 11") glossy prints of each photograph shall be submitted to the Engineer. Digital images shall be submitted along with the color glossy prints. The prints shall have indelibly printed on their reverse side the information listed below. The same information shall be printed on a sheet of paper in a clear sleeve to be included in the binder holding the prints, slides, and CD-Rs.
 - a) R.O.W. Bioswale/ R.O.W. Rain Garden/ R.O.W. Stormwater Greenstreet Number.
 - b) Project number.

- c) Project name.
 - d) Contract number and description.
 - e) Photo number.
 - f) Date picture was taken.
 - g) View and description, indicating location of camera, general description of what photograph represents and whether this is a pre-construction, construction or post-construction photograph. (A plot plan shall be submitted by the Contractor indicating location and photo number of all photographs.) The Contractor shall transmit one print of each photo to the Engineer for use in preparing descriptions. The photos with descriptions will be returned to the Contractor for printing description, mounting, etc.
 - h) Name of photographer.
 - i) Engineer or Engineer's Representative.
- 3. The Engineer will accompany the photographer for the taking of all photographs.
 - 4. The Contractor shall furnish hard-back binders to hold the three (3) sets of prints and the digital images. The binders, print, and digital images shall meet the requirements of ISO 18902:2001 "Imaging materials -- Processed photographic films, plates and papers -- Filing enclosures and storage containers".
 - 5. Digital photographs shall be created, indexed and transferred to the Department of Environmental Protection in accordance with the requirements of Section R-1.17, 'Records in Electronic Formats'. The Contractor shall provide the Engineer with updated images on a monthly basis.

P-1.3. EXECUTION

A. Use Of Photographs

- 1. All photographs, slides, prints and negatives, resulting from the work under this Contract, shall become the property of the City upon their approval by the Engineer and may be used in whole or in part and in such manner or for such purpose as the City may desire, without any additional compensation to the Contractor or photographer.
- 2. All photographs, aerials, slides, prints, negatives, reports, documents, data, or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. '101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor and the photographer hereby irrevocably transfer, assign and convey exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. Neither the Contractor nor the photographer shall retain any rights pertaining to

the Copyrightable Materials, including any copyright or intellectual property interests, nor shall they reproduce, publish, disseminate or otherwise use any of the Copyrightable Materials without the prior written approval of the City.

3. The Contractor and the photographer acknowledge that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor and the photographer shall cooperate in this effort, and agree to provide any further documentation necessary to accomplish this.

The Contractor shall not retain any copy of any photograph taken for this project unless he specifically requests and receives written approval from the Engineer who in consultation with NYC Department of Environmental Protection shall allow the Contractor to retain specific construction photographs. The request for approval shall be processed through the Resident Engineer. The Contractor shall not request or procure copies for his use of any photograph from the photographer without this written approval

P-1.4. DIGITAL PHOTOGRAPHS

- A. The file format for digital photographs is Tagged Image File Format (TIFF).
- B. Photographic (raster) images may be produced directly by digital cameras or indirectly by scanning silver-gelatin images (film or prints). If the digital photographic images are produced indirectly by scanning silver-gelatin images, the preferred source is the silver-gelatin film image (whether negative or reversal) rather than prints made from that film image.
- C. Digital cameras and scanners shall produce records with true optical resolution. Images shall not be resized or interpolated to a higher resolution from a lower resolution.
- D. Photographic images shall be provided as continuous-tone (8-bit) gray scale or color (24-bit or 48-bit RGB) raster images.
- E. Digital camera files shall be captured as 6 megapixel files or greater with a minimum pixel array of 3,000 pixels by 2,000 pixels. Photographic images produced at this resolution and size is comparable in quality to 35-mm film photographs.
- F. Scanned photographs shall be produced as minimum 3,000 line files to approximate a 6 megapixel file according to the following image size and resolution guidelines. Photographic images conforming to these guidelines will be comparable in quality to 35-mm film photographs. Scan an 8" x 10" original (print, slide or negative) at 300 dpi to produce a file that is 2,400 x 3,000 pixels. Scan a 4" x 5" original (print, slide or negative) at 600 dpi to produce a file that is 2,400 x 3,000 pixels. Scan a 35-mm original (print, slide or negative) at 2100 dpi to produce a file that is 2,000 x 3,000 pixels.
- G. Quality control in the scanning process shall follow the practices established in ANSI/AIIM MS44 "Recommended Practice for Quality Control of Image Scanning" and ANSI/AIIM TR34 "Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management and Micrographic Systems". The sampling rates for each type of quality control (visual and printed) shall be established by the Engineer in consultation with NYC Department of Environmental Protection. The production contractor shall supply a description of the quality control inspection performed as

part of the scanning process and a report on the results of the last inspection performed on the images and the date of that inspection.

P-1.5. PAYMENT

- A. All costs associated with this Section shall be included as specified in the Measurement and Payment section of the Contract. The Contractor shall produce one Set of photographs for each Right of Way Bioswale and each Stormwater Greenstreet.
- B. A Set of photographs includes all Pre-Construction, Construction and Post-Construction Photographs as required in this section.
- C. Should more than the specified number of photographs be required, the Contractor will be paid at a negotiated price for each photograph over the specified number requested in writing by the Engineer.
- D. The Engineer reserves the right to reject any photograph that is not clear or definitive. Any photograph so rejected shall be subtracted from the total exposures before computations for payment or credit under this Section.

P-1.6. MEASUREMENT AND PAYMENT

The quantity to be measured for payment will be the number of SETS of Photographs furnished by the Contractor, to the satisfaction of the Engineer.

The contract price bid per set shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required to completing the work including, but not limited to, the cost of the photographer, photograph binders, and digital photographs; all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
P-1	PHOTO DOCUMENTATION	SETS

SECTION R-1
(NOT A PAY ITEM)
FINAL RECORD DOCUMENTS

R-1.1. SECTION INCLUDES

- A. R-1.2 General Requirements for Submittals
- B. R-1.3 Definitions
- C. R-1.4 Paper
- D. R-1.5 Electronic
- E. R-1.6 Formats
- F. R-1.7 As-Built Drawings
- G. R-1.8 Final Copy Shop Drawings
- H. R-1.9 Bid Set Specifications
- I. R-1.10 Conformed Drawings
- J. R-1.11 Change Orders
- K. R-1.12 Job Photographs
- L. R-1.13 Key Documents
- M. R-1.14 Additional Documents
- N. R-1.15 Quantities
- O. R-1.16 Records in Paper Formats
- P. R-1.17 Records in Electronic Formats
- Q. R-1.18 Measurement and Payment

R-1.2. GENERAL REQUIREMENTS FOR SUBMITTALS

A. Except where otherwise specified, the Contractor for each Contract shall submit the following Final Record Documents according to the requirements of Table #1 and as specified herein:

- 1. As-Built Drawings
- 2. Final Copy Shop Drawings

3. Approved Working Drawings
4. Key Documents
5. Job Photographs
6. Job Videos
7. Additional Documents

B. Submittal of these documents shall be a condition precedent to obtaining the final payment under Article 45 of the Standard Construction Contract. The Contract Drawings will be provided to the Contractor as Work Orders.

R-1.3. DEFINITIONS

A. Archive. In this Section, to "archive" shall mean to furnish as a final record document.

B. As-Built Drawings. The "As-Built Drawings" reflect the "as constructed" final product. These drawings shall use the same title blocks and sheet numbers as the original "Work Order Drawings" also referred to as "Contract Drawings", with the exception that an "AB" is prefixed onto the original drawing number.

C. Final Copy Shop Drawing (FCSD). The "Final Copy Shop Drawing" shall be the approved copy (FAS or FAC) of the Shop Drawing corrected to reflect any deviations made for the installed condition showing the actual construction.

D. Bid Set Specifications (including Addenda). The "Bid Set Specifications" shall be the set of original Contract Specifications Text issued by NYCDDC for the solicitation of contract bids including any "Addenda" issued during the Bid Period.

E. Change Orders. The "Change Orders" shall include registered "Change Order Forms" and the complete sets of attached text and/or drawings for all Design and Field Change Orders.

F. Job Photographs and Videos. "Job Photographs and Videos" shall be prepared by the Contractor specified in Subsection R-1.17 and shall conform to the requirements of that Subsection.

G. Key Documents. Key Documents shall include, but not be limited, to the following items:

1. Signed portions of the Standard Construction Contract (including Bonds)
2. Signed and submitted Bid Schedule of Prices
3. Award Folder Contents
4. Contract Award Letter
5. Order To Commence Work Letter
6. Approved Detailed Estimate Breakdown

7. Article 43/44 Substantial Completion of the Standard Construction Contract
8. Substantial Completion Payment
9. Final Evaluation
10. Final Extension of Time (if applicable)
11. Final Payment
12. Claim Settlements (if applicable)
13. Certificate of Occupancy (if possible)
14. Warranties
15. Survey

H. Additional Documents. These shall be any "Additional Documents" that the Engineer directs to be furnished as a "Final Record Document" in accordance with the requirements of this Section.

R-1.4. PAPER

A. All records in paper formats shall be produced in conformity with Subsection R-1.17 – Records in Paper Formats.

R-1.5. ELECTRONIC

A. All records in electronic format shall be produced in conformity with Subsection R-1.18 – Records in Electronic Formats.

R-1.6. FORMATS

A. The "Final Record Documents" shall be furnished in paper, microfilm and electronic formats in the quantities shown on Table 1 at the end of this Section".

R-1.7. AS-BUILT DRAWINGS

A. The Contractor is to create an As-Built Drawing Set by revising the Work Order contract drawings electronically using AutoCAD. The Contractor shall independently confirm that the changes made by the Addenda to the original specifications or Work Order Drawings are correctly reflected in the As-Built Drawing Set. Files submitted in AutoCAD format will be bound to include all related matter (e.g. base files, font files and shapes). Each file shall be viewable and printable in its entirety without recourse to external files. When a Contractor states he cannot provide AutoCAD versions of the As-Built drawings due to limited resources, the Engineer may approve hard copy submittal.

B. The Contractor shall use the information compiled during construction to create an As-Built Drawing Set. The Contractor shall document any deviations, changes, etc. from the configurations shown on the original Contract Drawings or revised drawings issued during the course of executing

the work including Change Orders, Design During Construction (DSDC) memorandums, Requests for Information (RFIs), Requests for Clarification (RFCs), etc. These deviations, changes, etc. shall generally relate to topographic features, relocation of structures, or locations of underground items such as pipelines, duct banks, manholes or footings. Survey distances, coordinates and/or elevations shall be included to accurately locate all such items. All deviations, changes, etc. shown shall be field verified.

C. Contractor should have the electronic files of the contract drawings. However, should the Contractor require an additional copy, the Engineer will supply the Contract Drawings AutoCAD electronic files on DVD-Rs upon written request, if such copies are available. The AutoCAD files will consist of a bound set of drawings.

D. Drawing Size – The As-Built drawings are to be the same size as the full size Contract Drawings.

E. Generate the new As-Built drawing number as per the following steps:

1. The As-Built drawing number is the original contract drawing number prefixed by an "AB" for As-Built.
 - a) Example: If the drawing number for a contract drawing is 36G-02S-14, the As-Built drawing number will be "AB-36G-02S-14".
2. If a new drawing is produced, its number can be added to the end of the series. (i.e., if 14 is the last drawing in the series, then the first new drawing becomes 15; the second new one becomes 16, etc.)
3. If a new drawing is inserted into the middle of a series, it is to have a letter suffix starting with A (i.e., 02A, 02B, etc.)
 - a) Example: If the drawing number for a contract drawing is 36G-02S-02, the new, additional As-Built drawing will be numbered "AB-36G-02S-02A".

F. Designation – The designation "As-Built Drawing" is to be added to the drawing. Using AutoCAD, insert the words "As-Built Drawing" above the title box in the right hand corner of the drawing. (Do not include the quotation marks in "As-Built Drawing" when marking the drawing.)

G. Modifying the Contract Drawings – Prior to submitting an As-Built drawing made from a Contract Drawing for review and acceptance, the Contractor is to create a "clean" finished copy of the drawing by undertaking the following:

1. Remove all signatures and certifications from the Contract Drawing
2. Remove all previous revisions and references from the revision boxes
3. Remove the Professional Engineers seal, Engineer's company names, and any initials from the drawing title block
4. Modify all of the original title boxes to show the Contractor information including the name of the Contractor and the date.

5. Remove all previous markings – notes, revision indicators, balloons, submittal stamps, etc. – from the drawing.

H. Contractor's Information – The Contractor's name, address, contact information and date (month and year) the project is completed is to be added to the drawing. Place this information in the title block in the space previously utilized for the Engineer's name.

I. Adding Revisions – Items/areas changed are to be enclosed within a cloud line. The revision cloud layer is to be a 0.024-inch line thickness.

J. The Contractor shall submit copies of the As-Built Drawings for review and approval by the Engineer. These submittals shall show the deviations and changes from the original design drawings by using red-line mark-ups. The Contractor shall make modifications to the submitted As-Built as required by the Engineer. In the final, approved set of As-Built, the red lines shall be converted to black.

K. The final approved set of As-Built shall have the following statement on the cover sheet:

"These As-Built Drawings for Contract ###, as prepared by XYZ Company, have been prepared as Record Copy Drawings."

The above statement shall be signed by the representative of the Contractor. The signer shall be identified along with the Contractor.

R-1.8. FINAL COPY SHOP DRAWINGS (FCSD)

A. Contractor shall furnish all "Final Copy Shop Drawings" in the NYC Department of Environmental Protection (DEP) format to the Engineer. The required NYCDEP format will be provided by the Engineer to the Contractor. The "Final Copy Shop Drawing" shall be the approved copy of the Shop Drawing corrected to reflect any deviations made for the installed condition showing the actual construction.

B. In addition to submitting the "Final Copy Shop Drawings" as a final item at the end of construction, each Contractor shall prepare and submit "Final Copy Shop Drawings" for approval on a continual basis during the performance of the project when the particular item of work for a "Final Copy Shop Drawing" has been completed. The Contractor shall submit the FCSD within 30 days after the completion of the work item.

C. The drawing revision boxes shall have all previous revisions and references removed from the drawings. The revision boxes shall indicate "Final Copy Shop Drawing".

D. Each drawing shall bear the original submittal file number, without the revision number, which shall be written in the lower right hand corner of a drawing above the title box. The file number shall also have a prefix, which identifies it a FCSD. Additionally, the Contract Name shall be added, if it doesn't appear in the original file number.

For example, if the file number for an approved Shop Drawing is 16221-002, the FCSD will be numbered "FCSD-NC-36G-16221-002", where NC-36G represents the specific Contract Number.

E. Supporting Documentation: Supporting documentation shall bear the correlating Final Copy Shop Drawing file number so as to identify it. All supporting documentation (e.g. catalog cuts, test results, calculations, etc.) shall be submitted, together with the related FCSD so as to maintain a complete set of all documents submitted with each FCSD.

F. Submittal for Approval. Two full size paper prints of each drawing shall be submitted for approval. The drawing shall be checked by the Resident Engineer against the field records and a copy shall either be stamped "Approved" or returned with comments for correction and re-submittal by the Contractor. The Contractor shall retain one approved set of the FCSDs for use in submitting the entire set in paper, microfilm and electronic copies.

R-1.9. BID SET - SPECIFICATIONS

A. If the Contractor does not have a complete set of the original Bid Set of Specifications and Addenda in the original PDF format (non-scanned), he may request a set from the Engineer. Upon request, the Bid Set Specifications and Addenda will be provided to the contractor in PDF format, if possible. If a PDF format is not available, then a paper hard copy set may be utilized. This may also be requested from the Engineer if required and shall be provided if possible.

In addition to the Bid Set, the conformed set of Specifications shall also be archived by the Contractor for a single contract project.

R-1.10. CONFORMED DRAWINGS

A. If the Contractor does not have a complete set of the Conformed Set of Drawings in the AutoCAD format, he may request a set from the Engineer. If possible, the Conformed Set of Contract Drawings will be provided to the Contractor in AutoCAD format, bound with their respective data sets.

R-1.11. CHANGE ORDERS

A. All change orders (both field and design) produced during the construction of the projects shall be archived.

R-1.12. JOB PHOTOGRAPHS

A. Job Photographs shall be produced and submitted by the Contractor as specified in Subsection R-1.18.

R-1.13. KEY DOCUMENTS

A. Key Documents produced during the construction of the projects shall be archived. They shall consist generally of the items defined hereinbefore.

R-1.14. ADDITIONAL DOCUMENTS

A. Any additional Documents such as Soil Classification Reports, Environmental Impact Statements, Site Assessments, Geotechnical Reports, permits, RFI's, etc. shall also be archived when

directed by the DEP. If the Contractor does not have copies of any documents, they will be provided by the Engineer in electronic or paper format, where possible.

R-1.15. QUANTITIES

- A. The quantities to be furnished for each Final Record Document shall be as shown in Table 1
- Summary of Final Record Documents to Be Furnished.

Table 1 Summary of Final Record Documents To Be Furnished						
Final Record Document Type	Paper	Electronic (DVD-R sets)	Mylar	Microfilm (35mm second generation diazo)	Microfilm (16mm first generation silver-gelatin)	Microfilm (16mm second generation diazo)
As-Built Drawings	3 sets per Work Order	4 sets (PDF/A & AutoCAD) per Work Order	1 set per Work Order	NA	NA	NA
Final Copy Shop Drawings	1 set	4 sets (PDF/A & AutoCAD)	NA	NA	NA	NA
Approved Working Drawings	2 sets per Work Order	4 sets (PDF/A & AutoCAD) per Work Order	NA	NA	NA	NA
Key Documents	1 set	4 sets (PDF/A)	NA	NA	NA	NA
Additional Documents	1 set	4 sets (PDF/A)	NA	NA	NA	NA
Job Photographs	1 set per bioswale or ROWSGS	3 sets (TIFF or JPEG)	NA	NA	NA	NA

R-1.16. RECORDS IN PAPER FORMATS

R-1.16.1. Section Includes

- A. R-1.16.2 General
- B. R-1.16.3 Reference Standards
- C. R-1.16.4 Definitions
- D. R-1.16.5 Quality Assurance

- E. R-1.16.6 Products
- F. R-1.16.7 Printing Processes
- G. R-1.16.8 Testing
- H. R-1.16.9 Inspections

R-1.16.2. General

- A. This specification establishes criteria for paper documents that will last several hundred years without significant deterioration under normal use and storage conditions in the archives of the New York City Department of Environmental Protection.
- B. This specification identifies the properties of the paper and of the printing processes, and the tests required to demonstrate these properties.
- C. The specification applies to documents printed on paper which have a records retention and disposition schedule rating in excess of 25 years. Such documents are created by the consultants and contractors to the Department of Environmental Protection.
- D. These documents are specified in Section 1.19 - Final Record Documents.

R-1.16.3. Reference Standards

- A. This specification is intended to be used in conjunction with following standards and guidelines. When these standards and guidelines are superseded by revisions, the revisions shall apply:
 - 1. ANSI/NISO Z39.48, Permanence of Paper for Publications and Documents in Libraries and Archives. This Standard may be obtained in electronic format from [HTTP://WWW.NISO.ORG](http://www.niso.org).
 - 2. Library of Congress - Preservation Photocopying. This publication may be obtained in electronic format from the Department of Environmental Protection.
 - 3. National Archives and Records Administration Technical Information Paper No. 5, Tape Pull Test. This publication may be obtained in electronic format from the Department of Environmental Protection.
 - 4. National Archives and Records Administration - Peel Test target. This publication may be obtained in electronic format from the Department of Environmental Protection.

R-1.16.4 Definitions

- A. Small-Format Documents: documents sized 11 by 17 inches or smaller.
- B. Large-Format Documents: documents sized larger than 11 by 17 inches.

R-1.16.5 Quality Assurance

A. Paper Certification: All documents covered by this specification shall be accompanied by a Certification from the manufacturer of the paper that it complies with ANSI/NISO Z39.48.

B. Printing Test Certification: The organization that operates the printing processes and materials used to produce the documents covered by this specification shall submit the following documentation as proof that the tests have been carried out:

1. An affidavit, signed by the supervisor responsible for the production area, certifying that the tests have been performed in accordance with the procedures described in the National Archives and Records Administration Technical Information Paper No. 5, Tape Pull Test.
2. All of the Peel Test Targets actually used to perform the tests.

R-1.16.6 Products

A. Paper

1. All paper used for documents covered by this specification shall comply with the requirements of ANSI/NISO Z39.48, Permanence of Paper for Publications and Documents in Libraries and Archives, except as amended by this specification. The ANSI/NISO Z39.48 Standard specifies the pH, tear resistance, alkaline reserves and paper stock required.

B. Paper Stock

1. Coated or uncoated paper may be used.
2. Uncoated paper shall not be less than 24 pounds basis weight.
3. Coated paper shall not be less than 28 pounds basis weight.

R-1.16.7. Printing Processes

A. Small Format Documents, With Color Images and With Black and White Images

Only electrophotographic printing shall be used. When color electrophotographic printing is used, the process shall be certified by the manufacturer of the printer as not soluble in water, chemically stable, and resistant to fading, for a period of not less than 50 years. All documents printed using a color electrophotographic printer shall be accompanied by a certification from the manufacturer of the printer that the process is in compliance with this requirement.

B. Large-Format Documents, With Black and White Images

Only electrophotographic printing shall be used. The Department of Environmental Protection expects that most large-format documents shall be printed in black and white. Only documents where color is an essential information component of the document may be printed in color, under the provisions of Paragraph C. below. An example of documents where color may be an essential information component is a topographic drawing produced from data in a Geographic Information System.

C. Large-Format Documents, With Color Images and With Black and White Images

Either electrophotographic or inkjet printing shall be used. When inkjet printing is used, a formulation of ink shall be used that is certified by the manufacturer of the printer as not soluble in water, chemically stable, and resistant to fading, for a period of not less than 50 years. All documents printed using an inkjet printer shall be accompanied by a certification from the manufacturer of the inks that the inks are in compliance with this requirement.

R-1.16.8. Testing

A. Test Method: All printing processes and materials used to produce the documents covered by this specification shall be tested periodically to ensure proper function, using the National Archives and Records Administration Technical Information Paper No. 5, Tape Pull Test, and Peel Test Target.

B. Test Frequency: All printing processes and materials used to produce the documents covered by this specification shall be tested not less than twice a day, once at the beginning of the work day, and once at the end of the work day.

R-1.16.9. Inspections

A. The Department of Environmental Protection reserves the right to carry out inspections of the production facilities without notice.

R-1.17. RECORDS IN ELECTRONIC FORMATS

R-1.17.1. Section Includes

- A. R-1.17.2 General
- B. R-1.17.3 Related Specifications
- C. R-1.17.4 Reference Standards
- D. R-1.17.5 Definitions
- E. R-1.17.6 Source of Electronic Records
- F. R-1.17.7 File Compression, File Formats, and Quality Control
- G. R-1.17.8 Tagged Image File Formats (TIFF)
- H. R-1.17.9 Vector Drawings
- I. R-1.17.10 Text Files
- J. R-1.17.11 Digital Photographs
- K. R-1.17.12 File Transfer Media
- L. R-1.17.13 Execution

R-1.17.2. General

- A. This Specification describes the requirements for the electronic records for the items specified in Section 1.19 - Final Record Documents.
- B. This Specification does not cover digital objects which include a time base correction code (e.g., analogue or digital video recordings, analogue or digital audio recordings, instrumentation data feeds, etc.), or geo-coded objects (produced by Geographic Information Systems-GIS).

R-1.17.3. Related Specifications

- A. Section R-1 – Final Record Documents
- B. Section R-1.17 – Records in Paper Formats

R-1.17.4. Reference Standards

- A. Adobe Reference Specification for Tagged Image File Format (TIFF), revision 6.0 (1992).
- B. ANSI/AIIM MS44 – Recommended Practice for Quality Control of Image Scanners
- C. ANSI/AIIM MS52 – Recommended Practice for the Requirements and Characteristics of Original Documents Intended for Optical Scanning
- D. ANSI/AIIM TR34 – Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management and Micrographic Systems
- E. ISO/19005-1 - Document management -- Electronic document file format for long-term preservation -- Part 1: Use of PDF 1.4 (PDF/A-1)

R-1.17.5. Definitions

- A. Archive. In this Section, to "archive" shall mean to furnish as a final record document.
- B. Metadata - Metadata is commonly defined as "data about data." For the purposes of this specification metadata refers to the "descriptive metadata" that describes the content and form of the construction records known as "final record documents" (i.e. contract name, document date, construction phase, engineer of record, etc.) and supports the discovery (searching) and identification of the resources. See Metadata Table.
- C. Portable Document Format-Archival (PDF/A) - A standard that identifies a "profile" for electronic documents that ensures the documents can be reproduced the exact same way in years to come. A key element to this reproducibility is the requirement for PDF/A documents to be 100% self-contained. All of the information necessary for displaying the document in the same manner every time is embedded in the file. This includes, but is not limited to, all content (text, raster images and vector graphics), fonts, and color information. A PDF/A document is not permitted to be reliant on information from external sources (e.g. font programs and hyperlinks).

R-1.17.6. Source Of Electronic Records

A. In preparing the electronic records, the Contractor shall make every reasonable effort to obtain, from the originator (e.g., the manufacturer, the designer, etc.), documents in their original electronic format and incorporate these in the records. Subject to the approval of the Engineer, electronic records may be scanned from a paper version only when the Contractor cannot obtain the electronic version from the originator (e.g., the manufacturer, the designer, etc.).

R-1.17.7. File Compression, File Formats, And Quality Control

A. File compression is not permitted for any of the files in any format.

B. File formats acceptable to DEP are ISO 19005-1 Portable Document Format-Archival (PDF/A); Tagged Image File Format (TIFF), version 6.0 ("II" format); and AutoCAD. All files shall be delivered to DEP with file names that use the default file extension for each of the above formats.

C. Portable Document Format-Archival (PDF/A)

1. Security Settings: records converted to PDF/A must have all security settings deactivated (e.g., encryption, master passwords, and/or permissions) prior to transfer to DEP. Deactivating security settings ensures DEP's ability to support long term migration and preservation of the records.

2. Review of Special Features: Because of the complexities associated with certain PDF/A features, DEP may review PDF/A records containing special features on a case-by-case basis when the records are scheduled. Examples of special features include but are not limited to: digital signatures; links to other documents, files or sites; embedded files (including multimedia objects); form data; comments and/or annotations.

3. Fonts: electronic records that have been converted to PDF/A from their native electronic formats must have all fonts referenced in the record embedded within the PDF/A file to guarantee the visual reproduction of all text as created. This requirement is met by having, as a minimum, subsets of all referenced fonts embedded within the PDF/A file. All fonts embedded in PDF/A records must be publicly identified as legally embeddable (i.e., font license permits embedding) in a file for unlimited, universal viewing and printing.

4. Scanning Production Requirements: records converted from scanned images also must adhere to the production requirements described in section Error! Reference source not found..

R-1.17.8. Tagged Image File Format (TIFF)

A. In the 'II' format (i.e., little-endian), byte order is always from the least significant byte to the most significant byte.

B. The reference specifications for TIFF 6.0 can be found at <http://partners.adobe.com/public/developer/tiff/index.html> (as of 08/2005).

R-1.17.9. Vector Drawings

- A. Each vector drawing (produced by a Computer-Assisted Design system—AutoCAD) shall be delivered to DEP in two different file formats: native AutoCAD format and Portable Document Format (PDF/A). The AutoCAD format will support future revisions and alterations related to operations, repairs and rehab work. The PDF/A will ensure that the drawing information can be viewed and printed by a wide spectrum of users working without the AutoCAD program or viewer. The PDF/A format is also intended to provide a stable preservation record copy of the original drawings. (Why not specify Application format in this spec?)
- B. Drawings will be “bound” to include all related matter, such as base files, font files, and shapes. Each file shall be viewable and printable, in its entirety, without recourse to external matter.
- C. When reproduced in Computer Output Microfilm—COM (see Specification 01334: Records in Microfilm Formats), drawings must be converted to a raster image file format. This conversion shall be performed from the PDF/A version of the drawing.

R-1.17.10. Text Files

- A. The file format for all text files, whether converted from word processing applications or scanned, is Portable Document Format-Archival (PDF/A).
- B. The quality of documents to be scanned shall be governed by ANSI/AIIM MS52 "Recommended Practice for the Requirements and Characteristics of Original Documents Intended for Optical Scanning".
- C. Quality control in the scanning process shall follow the practices established in ANSI/AIIM MS44 “Recommended Practice for Quality Control of Image Scanning” and ANSI/AIIM TR34 “Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management and Micrographic Systems”. The sampling rates for each type of quality control (visual and printed) shall be established by written agreement with DEP. The production subcontractor shall supply a description of the quality control inspection performed as part of the scanning process and a report on the results of the last inspection performed on the images and the date of that inspection.
- D. Documents shall be scanned using equipment and scanning parameters sufficient to ensure full reproduction of all significant detail in the documents, such as (but not limited to) curved lines and fill in drawings, color and tonal gradations in photographic images, the smallest printed text, handwritten notes, and signatures. Records may be scanned in bitonal (1-bit) mode and 300 pixels per inch (ppi) or better only when the records consist exclusively of clean printed type possessing high inherent contrast (e.g., laser printed or typeset on a white background). Records shall be scanned in gray scale (8-bit) and 300 pixels per inch (ppi) or better when the records consist of textual documents of poor legibility because of low inherent contrast, staining or fading (e.g., carbon copies, thermofax, or documents with handwritten annotations or other markings), or that contain halftone illustrations or photographs. Records shall be scanned in color (24-bit RGB) and 300 pixels per inch (ppi) or better when the records contain color information important to interpretation or content.

R-1.17.11. Digital Photographs

- A. The file format for digital photographs is Tagged Image File Format (TIF).

B. Photographic (raster) images may be produced directly by digital cameras or indirectly by scanning silver-gelatin images (film or prints). If the digital photographic images are produced indirectly by scanning silver-gelatin images, the preferred source is the silver-gelatin film image (whether negative or reversal) rather than prints made from that film image.

C. Digital cameras and scanners shall produce records with true optical resolution. Images shall not be resized or interpolated to a higher resolution from a lower resolution.

D. Photographic images shall be provided as continuous-tone (8-bit) gray scale or color (24-bit or 48-bit RGB) raster images.

E. Digital camera files shall be captured as 6 megapixel files or greater with a minimum pixel array of 3,000 pixels by 2,000 pixels. Photographic images produced at this resolution and size is comparable in quality to 35-mm film photographs.

F. Scanned photographs shall be produced as minimum 3,000 line files to approximate a 6 megapixel file according to the following image size and resolution guidelines. Photographic images conforming to these guidelines will be comparable in quality to 35-mm film photographs. Scan an 8" x 10" original (print, slide or negative) at 300 dpi to produce a file that is 2,400 x 3,000 pixels. Scan a 4" x 5" original (print, slide or negative) at 600 dpi to produce a file that is 2,400 x 3,000 pixels. Scan a 35-mm original (print, slide or negative) at 2100 dpi to produce a file that is 2,000 x 3,000 pixels.

G. Quality control in the scanning process shall follow the practices established in ANSI/AIIM MS44 "Recommended Practice for Quality Control of Image Scanning" and ANSI/AIIM TR34 "Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management and Micrographic Systems". The sampling rates for each type of quality control (visual and printed) shall be established by written agreement with DEP. The production contractor shall supply a description of the quality control inspection performed as part of the scanning process and a report on the results of the last inspection performed on the images and the date of that inspection.

R-1.17.12. File Transfer Media

A. The current file transfer medium is a DVD-R. Alternative file transfer media may be used, at the discretion of Engineer. The DVD-Rs used for producing the electronic archives shall be:

1. MAM-A Mitsui Gold DVD-R with White Inkjet Printable Surface,
2. Or approved equal.

R-1.17.13. Execution

A. General

1. When creating DVD-Rs, the Contractor should organize the information in separate DVD-R's as presented below. For each Final Record Item, use as many disks as needed to accommodate the materials. The multiple disks will be further labeled to read "1 of x". So, if three (3) DVD-Rs are needed to accommodate the material for a specific Final Record Item, the DVD-Rs will be labeled Disk 1 of 3, etc.

2. Separate DVD-R's shall generally be prepared for the following items:
 - a) As-Built Drawings
 - b) Final Copy Shop Drawings
 - c) Bid Set Drawings (aka Design Drawings)
 - d) Conformed Drawings
 - e) Bid Set - Specifications (including Addenda) - with Conformed Set of Specifications
 - f) Key Documents
 - g) Change Orders
 - h) O&M Manuals
 - i) Job Photographs
 - j) Additional Documents
3. For projects with smaller amount of Final Record Document files, the above volumes can be combined.
4. In those cases where the Contractor is not required to furnish a specific Final Record Document(s), as specified in OGI Standard Specification Section 1.19 - Final Record Documents, the transmittal letter for the set of DVD-Rs should state "Prepared by Others" for the volume(s) which are not the responsibility of the Contractor.
5. DVD-R's should be used as efficiently as possible but efforts should be made to avoid splitting a type of document onto multiple disks. Example: for the Bid Specifications, if the Information for Bidders, Standard Construction Contract, General Conditions, General Specifications and part of the Detailed Specifications fit on one DVD-R, but the Detailed Specifications could fit on a single DVD-R in entirety, include the Agreement, General Conditions and General Specifications on one DVD-R. Then add the Detailed Specifications to a second DVD-R. The first DVD-R will include empty space but adding hyperlinks can be more efficiently done and viewers can locate information more easily by keeping information together as much as possible.
6. The DVD-R label shall include:
 - a) The Project by number and name
 - b) Location of the site
 - c) Volume number and title(s) of the volume
 - d) The total number of DVD-Rs for the Volume

- e) The date (month and year) of when the materials were archived
- f) The preparer of the Final Record Document (i.e. Contractor or Consultant CM)
- g) For O&M Manuals, include the Equipment item, the Manufacturer, and the related Specification Section number.
- h) Example of a label is located at the end of this Section as guidance.

7. Files submitted in AutoCAD format shall be bound to include all related matter (e.g. base files, font files and shapes) so that each file is viewable and printable in its entirety without recourse to external files.

8. PDF/A files shall be 1200 dpi print quality.

B. Metadata

1. For each type of Final Record Document listed below, a metadata table shall be prepared in Excel which will furnish the specified data for each type of document. The data elements to be furnished shall comprise the column headings in the Excel table. The data elements shall be furnished by the DEP prior to production of the Final Record Documents DVD-Rs.

2. The Metadata Excel Table shall appear at the beginning of related Final Record Document type specified above and shall serve as an index for those items in that Volume. Each file indexed in the Metadata table shall be hyperlinked so that clicking on the file name opens that file.

3. The Metadata Excel tables may be utilized as the Final Document Log. Templates for the Metadata Excel table for each Final Record Document shall be provided by the DEP.

4. Folder Structure

- a) Each DVD-R shall have a folder structure that correlates to the major components of the Record Document, as specified below.
- b) The first folder for each Record Document shall always be the Metadata Table.

C. Preparation of DVD-Rs for Final Record Documents. The DVD-Rs shall be prepared with the following folder structures:

1. As-Built Drawings (when required)

- a) The first folder shall always be the Metadata Table. The other folders shall contain the entire set of As-Built Drawings in PDF/A and AutoCAD formats. Numbers shall be used in the names for the folders so that they appear in the correct sequence. For example, the folders for a set of contract "G" drawings would look like this:

1 - Metadata – Contract WI-79G– As-Built Drawings

MetadataTable-ContractWI-79G– As-Built Drawings.xls

2 - Contract WI-79G – As-Built Drawings (AutoCAD)

3 - Contract WI-79G – As-Built Drawings (PDF/A)”

2. In the Metadata Table and on the DVD-R, the file numbers for each drawing shall be:

“AB-Contract Number-####”

where “AB” = As-Built Drawings

and “Contract Number” = the specific contract number

and “####” = original sequential sheet number of the drawings (if the title sheet does not have a sheet number, it shall be ‘0000’)

3. Similar folders shall be created in the DVD-Rs for the E, P, and H contracts

D. Bid Set - Drawings (aka Design Drawings)

1. The first folder shall always be the Metadata Table. The other folders shall contain the entire set of original Design Drawings in bound AutoCAD and PDF/A formats. Numbers shall be used in the names for the folders so that they appear in the correct sequence. For example, the folders for a set of contract “G” drawings would look like this:

1 - Metadata – Contract WI-79G – Design Drawings

Metadata Table – ContractWI-79G– Design Drawings.xls

2 - Contract WI-79G – Design Drawings (AutoCAD)

3 - Contract WI-79G – Design Drawings (PDF/A)

2. In the Metadata Table and on the DVD-R, the file numbers for each drawing shall be:

“DES-Contract Number-####”

where “DES” = Design Drawings

and “Contract Number” = the specific contract number

and “####” = the original sheet number of the drawings (if the title sheet is unnumbered, it shall be ‘0000’)

3. Similar folders shall be created in the DVD-R's for the E, P, and H contracts.

E. Conformed Drawings

1. The first folder shall always be the Metadata Table. The other folders shall contain the entire set of Conformed Drawings in PDF/A and AutoCAD formats. Numbers shall be used in the names for the folders so that they appear in the correct sequence. For example, the folders for a set of contract "G" drawings would look like this:

1 - Metadata – Contract WI-79G – Conformed Drawings

Metadata Table - ContractWI-79G– Conformed Drawings.xls

2 - Contract WI-79G– Design Drawings (AutoCAD)

3 - Contract WI-79G– Design Drawings (PDF/A)

2. In the Metadata Table and on the DVD-R, the file numbers for each drawing shall be:

"CONF-Contract Number-####"

where "CONF" = Conformed Drawings

and "Contract Number" = the specific contract number

and "####" = original sequential sheet number of the drawings (the title sheet shall be '0000')

3. Similar folders shall be created in the DVD-R's for the E, P, and H contracts

F. Final Copy Shop Drawings (FCSD)

1. The first folder shall always be the Metadata Table. The other folders shall contain the entire set of Final Copy Shop Drawings in PDF/A and AutoCAD formats. In the PDF/A file for each FCSD, all supporting documentation shall be included as part of the file. Numbers shall be used in the names for the folders so that they appear in the correct sequence. For example, the folders for a set of contract "G" drawings would look like this:

1 - Metadata – Contract WI-79G– Final Copy Shop Drawings

Metadata Table - ContractWI-79G– Final Copy Shop Drawings.xls

2 - Contract WI-79G– Final Copy Shop Drawings (PDF/A)

3 - Contract WI-79G– Final Copy Shop Drawings (AutoCAD)"

2. In the Metadata Table and on the DVD-R, the file numbers for each drawing shall be:

"FCSD-Contract Number-XXXXX-####"

where "FCSD" = Final Copy Shop Drawing

and "Contract Number" shall be the specific contract number

and "XXXXX" = the Specification Section Number that correlates to the FCSD (i.e. 16221)

and "####" = the sequential number of the drawing submitted for that specific Section.

3. Similar folders shall be created in the DVD-R's for the E, P, and H contracts

G. Bid Set - Specifications (Including Addenda)

1. For a multi-contract project, the "G" Contractor shall archive the entire set of Bid Set of Contract Specifications (including the Detailed Specifications for the "G", "E", "H", and "P" contracts) and including all Addenda. The "E", "P", and "H" Contractors are only required to archive their respective Detailed Specifications.

2. For a project with a single contract, The Contractor shall conform to the requirements for a "G" contractor and the requirements for "E", "P", and "H" Contractors will not be applicable.

3. The Specifications and Addendum shall be archived in PDF/A format as follows:

a) The preferred method of archiving is to use the original PDF files distributed as part of the Bid Set. If the Contractor does not have them, he should request them from Engineer.

b) If for some reason the original PDF files are not available, the paper copies shall be scanned in as PDF files.

4. The first folder shall always be the Metadata Table.

5. For the "G" Contract:

a) The other folders shall contain the entire set of original Bid Specifications and Addenda. The Conformed set of Specifications should also be included. Numbers shall be used in the names for the folders so that they appear in the correct sequence. For example, the folders and subfolders for a set of contract "G" Bid Specifications would look like the following:

1 - Metadata – Contract WI-79G– Bid Specifications & Addenda

Metadata Table – Contract WI-79G– Bid Specifications and Addenda.xls

2 - Contract WI-79G– Bid Specifications (PDF/A)

a. BidSpec-WI-79G-V1of3.pdf

b. BidSpec-WI-79G-V2of3.pdf

c. BidSpec-WI-79G-V3of3.pdf

3 - Contract WI-79G– Addenda (PDF/A)

a. Addend-WI-79G-1of2.pdf

b. Addend-WI-79G-2of2.pdf

4 - Contract WI-79G– Conformed Specifications (PDF/A)

a. ConformedSpec-WI-79G-V1of3.pdf

b. ConformedSpec-WI-79G-V2of3.pdf

c. ConformedSpec-WI-79G-V3of3.pdf

b) Each subfolder (i.e. in this example the subfolders are 2a, 2b, 2c, 3a, and 3b) shall contain a single PDF/A file with all the material for that category. If possible, the PDF/A file shall be bookmarked in such manner that the bookmarks are linked to the major chapters of each Volume.

c) In the Metadata Table and on the DVD-R, the file numbers for these files shall be:

Bid Spec-Contract Number-V#of#” or

Addend-Contract Number-#of#”

where "Bid Spec" = Bid Specifications or

"Addend" = Addendum

and "Contract Number" = the specific contract number

and V#of# = the volume number of the Contract Specification book or

#of# = the number of the Addendum issued

6. For the "E" "P", and "H" Contracts

a) The other folders shall contain only the Detailed Specifications for that Contract. Numbers shall be used in the folder names so that they appear in the correct sequence. For example, the folders and subfolders for a set of contract "E" Bid Specifications would look like this:

1 - Metadata – Contract WI-79E – Detailed Specifications

2 - Contract WI-79E– Detailed Specifications (PDF/A)"

b) In the Metadata Table and on the DVD-R, For example, the folders and subfolders for a set of contract "E" Bid Specifications would look like the following:

1 - Metadata – Contract WI-79E– Bid Set - Detailed Specifications

Metadata Table - ContractWI-79E– Bid Set Detailed Specifications.xls

2 - Contract WI-79E – Bid Set -Detailed Specifications (PDF/A)

a. BidSpec- WI-79E-001.pdf

H. O&M Manuals

1. Electronic copies of each O&M Manual shall be furnished in PDF/A format on DVD-Rs which shall be inserted in a sleeve inside the binder for each copy of an O&M Manual. Two additional copies the DVD-Rs for each O&M Manual shall also be furnished. In addition, a compilation DVD-R Volume including all the O&M Manuals furnished shall be provided as specified below.

2. The first folder shall always be the Metadata Table. The other folder shall contain the O&M Manuals. There shall be a subdirectory for each O&M Manual. The subdirectories shall include the name of the O&M Manual. Each O&M Manual shall be a single complete PDF/A file. The PDF/A File should be bookmarked for the major chapters so that each bookmark is linked to the start of that chapter. Numbers shall be used in the names for the folders so that they appear in the correct sequence. For example, the folder structure for a set of contract "G" O&M Manuals would look like this:

1 - Metadata – Contract WI-79G– O&M Manuals

MetadataTable-ContractWI-79G– O&M Manuals.xls

2 - Contract WI-79G– O&M Manuals (PDF/A)

O&M Manual No. 1 - Diesel Generator Set

O&M01- WI-79G-16442.pdf

O&M Manual No. 2 – Slide Gates

O&M02- WI-79G-11245.pdf

3. In the Metadata Table and on the DVD-R, the file numbers for O&M files shall be :

"O&M#-Contract Number-#####"

where "O&M#" = the sequential number of the specific O&M Manual starting with 01.

and "Contract Number" = the specific contract number

and "#####" = the number of the Specification Section that correlates to the O&M Manual.

4. The Metadata Table shall list all the O&M Manuals furnished for the Contract.

5. Similar folders shall be created in the DVD-Rs for the E, P, and H contracts

I. Key Documents

1. The first folder shall always be the Metadata Table. The other folder shall contain all the Key Documents. There shall be a subdirectory for each Key Document. The subdirectory shall include the name or description of the Key document. Each Key Document shall be a single complete PDF/A file. For example, the folders for a set of contract "G" Key Documents would look like this:

1 - Metadata – Contract WI-79G– Key Documents

MetadataTable-ContractWI-79G– Key Documents.xls

2 - Contract WI-79G– Key Documents (PDF/A)

Key Documents 1 – Signed Pages from Standard Construction Contract

Key Doc- WI-79G-001.pdf

Key Documents 2 – Award Folder Contents

KeyDoc- WI-79G-002.pdf

2. In the Metadata Table and on the DVD-R, the file numbers for the Key Documents files shall be :

"KeyDoc-Contract Number-###"

where "KeyDoc" = Key Document

and "Contract Number" = the specific contract number

and "###" = the sequential number of the specific Key Document starting with 01

3. Similar folders shall be created in the DVD-Rs for the E, P, and H contracts

J. Job Photographs (when required)

1. Digital photographs should be in TIFF or JPEG format.

2. The first folder shall always be the Metadata Table. The other folders shall be organized as shown below. For example, the folders for a set of contract "G" Job Photographs would look like this:

1- Metadata – Contract WI-79G– Job Photographs

MetadataTable-ContractWI-79G– Job Photographs.xls

2- Contract WI-79G– Job Photographs – Pre-Construction (TIFF)

3- Contract WI-79G– Job Photographs – Construction (TIFF)

4- Contract WI-79G– Job Photographs – Post-Construction (TIFF)"

3. In the Metadata Table and on the DVD-R, the file numbers for Job Photographs files shall be :

"JobPhoto- PreCon-Contract Number-#####"

"JobPhoto- Con-Contract Number-#####"

"JobPhoto- PostCon-Contract Number-#####"

where "JobPhoto"" = Job Photograph

and "Contract Number" = the specific contract number

and "PreCon" = Pre-Construction

and "Con" = Construction

and "PostCon" = Post-Construction

and "#####" = the sequential file number of all photos

K. Job Videos (when required)

1. Digital videos should be in MPEG2 format as specified in Detailed Specification 01323 - Job Photographs and Videos.

2. The first folder shall always be the Metadata Table. The other folders shall be organized as shown below. For example, the folders for a set of contract "G" Job Photographs would look like this:

1- Metadata – Contract WI-79G– Job Videos

MetadataTable-ContractWI-79G– Job Videos.xls

2- Contract WI-79G– Job Videos – Pre-Construction (MPEG 2)

3- Contract WI-79G– Job Videos – Construction (MPEG 2)

4- Contract WI-79G– Job Videos – Post-Construction (MPEG 2)

5- Contract WI-79G – Job Videos – Informational (MPEG 2)

3. In the Metadata Table and on the DVD-R, the file numbers for Job Photographs files shall be :

“JobVideo- PreCon-Contract Number-#####”

“JobVideo- Con-Contract Number-#####”

“JobVideo- PostCon-Contract Number-#####”

“JobVideo- Informational-Contract Number-#####”

where “JobVideo” = Job Video

and “Contract Number” = the specific contract number

and “PreCon” = Pre-Construction

and “Con” = Construction

and “PostCon” = Post-Construction

and “Informational” = Information

and “#####” = the sequential file number of the Video

L. Additional Documents

1. The first folder shall always be the Metadata Table. The other folders, shall be containing each individual set of Additional Documents as a single PDF/A file. The PDF/A File shall be bookmarked for the major chapters so that each bookmark is linked to the start of that chapter. For example, the folders for a set of contract “G” Additional Documents would look like this:

1 - Metadata – Contract WI-79G– Additional Documents

MetadataTable-ContractWI-79G– Additional Documnets.xls

2 - Contract WI-79G– Additional Documents (PDF/A)

Additional Document 1 – Soil Classification Reports

AddDoc-WI-79G-001.pdf

Additional Document 2 – Environmental Impact Study

AddDoc- WI-79G-002.pdf

2. In the Metadata Table and on the DVD-R, the file numbers for Additional Documents files shall be :

“AddDoc-Contract Number-###”

where “AddDoc” = Additional Document.

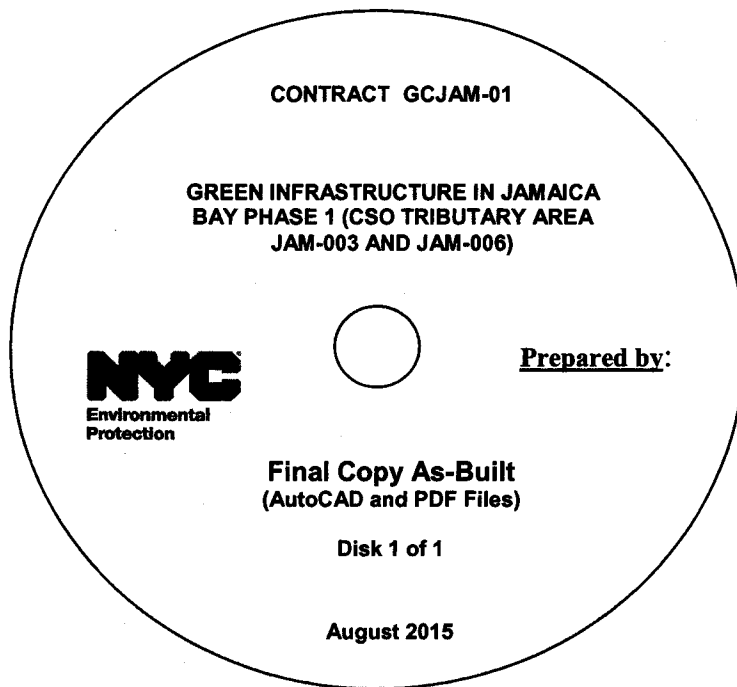
and “Contract Number” = the specific contract number

and “###” = the sequential number of the specific Additional Document starting with 01

R-1.18. MEASUREMENT AND PAYMENT

Payment for this work shall be deemed to be included in the unit price bid for all scheduled items.

SAMPLE DVD-R LABEL



(NO TEXT ON THIS PAGE)

S - PAGES

SPECIAL PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE SPECIAL PROVISIONS THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

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SPECIAL PROVISIONS

A. DEFINITION. Green Infrastructure as defined for this contract shall consist of Right of Way (R.O.W.) Bioswales, R.O.W. Rain Gardens and Stormwater Greenstreets, each of which shall be installed where and when directed.

A Right of Way (R.O.W.) Bioswale and a R.O.W. Rain Garden are rainwater management systems installed in the existing right of way to capture and manage stormwater via a curb inlet that allows stormwater to flow in and a curb outlet to allow excess stormwater to flow back out along the gutter. Right of Way Bioswales and Rain Gardens have variable lengths parallel to the curb line and variable widths perpendicular to the curb line. They are situated within the sidewalk and have an open graded stone in the base topped with sandy engineered soil, plantings, and surrounded by a steel tree guard. In addition, the R.O.W. Bioswales and Rain Gardens require concrete installation for new curbs, headers, curb inlets, and sidewalks. The Contractor is referred to the DEP, Office of Green Infrastructure, Standards for Green Infrastructures for detailed drawings.

A Stormwater Greenstreet (SGS) is a rainwater management system installed in the existing right of way to capture and manage stormwater via curb inlet(s) that allow stormwater to flow in and a curb outlet to allow excess stormwater to flow back out along the gutter. SGSs have variable lengths parallel to the curb line and variable widths perpendicular to the curb line. They are situated within the roadway adjacent to the curb and in the sidewalk and have an open graded stone in the base topped with sandy engineered soil, and plantings. In addition, the SGS requires concrete installation for new curbs, headers, curb inlets and outlets, check dams, and sidewalks. The Contractor is referred to the specifications and contract drawings for detailed drawings.

B. CONTRACT DRAWINGS. In addition to the drawings contained herein these Special Provisions and drawings and details given to the Contractor along with the work order(s), Contract Drawings shall include, but are not limited to, the following:

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE
STANDARDS FOR GREEN INFRASTRUCTURE
(Available on-line at:
http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtml)

C. MINIMUM QUALIFICATIONS OF CONTRACTOR/SUBCONTRACTOR The Contractor and/or its proposed subcontractor shall have performed at least one (1) contract in seven (7) years that involved natural area restoration and/or construction of Green Infrastructures such as

bioswales, infiltration basins, greenstreets, and rain gardens.

To support the Contractor's contention that the it or its proposed subcontractor is qualified to perform the work involving the installation of Green Infrastructure, the Contractor must provide the following information in a Statement of Qualifications with their bid:

Provide specific details on projects (i.e. location, size, cost, client, etc.). Provide client contact person's name and telephone number. Describe any problems encountered during construction and corrective action taken to remedy the problem. Describe any violations issued by NYSDEC or any other regulatory agency. How were the violations resolved. Provide chronological photos recording the progress from preconstruction through completion. Include any required sign-offs from client.

D. LOCATIONS OF WORK. Work under this contract shall be performed at various locations in the right-of-way within the Borough. Specific locations and types of bioswales, rain gardens and stormwater greenstreets shall be provided to the Contractor by written Work Order following award. Each Work Order will be submitted to the Contractor with drawings and details for the construction of bioswales, rain gardens and stormwater greensteets, as required. Each Work Order will be comprised of work to be done in one geographic area of the Borough generally a neighborhood or multiple neighborhoods.

The Contractor is advised that no minimum quantity of Green infrastructure or other items under this contract are guaranteed at any one specific location.

The Contractor is hereby notified that the locations selected for this contract may be generally be along heavily traveled pedestrian routes with a minimal amount of locations in low density residential areas.

All locations and specifically required work for this contract will be provided to the Contractor by the Engineer through the written Work Orders.

NOTE: THE DEPARTMENT OF DESIGN AND CONSTRUCTION RESERVES THE RIGHT TO EITHER:

a) Delete any locations if funding is insufficient to complete all of this work.

b) Delete any location where any one of the following are required: relocation of lamppost, traffic signals, hydrant, or catch basin; a vault structure interferes with construction of ramp; Transit Authority structure interferes with construction; or, a distinctive sidewalk has to be installed.

c) Delete any item of work where directed by the Engineer.

The Contractor's attention is called to the fact that the Engineer's Estimate is approximate only and no claim shall be made against the City for loss of anticipated profits for items of work not performed or locations deleted from the contract.

Guaranteed Minimum: In the event the Contractor is not directed to perform any services hereunder, the City agrees to pay, and the Contractor agrees to accept, a minimum fee of \$2,000. The Contractor further agrees that under such circumstances, it has no action for damages or for loss of profits against the City. In addition, if no services are ordered, the City agrees to reimburse the Contractor the actual and reasonable cost of required performance and payment bonds, with no mark up for overhead and profit. In its request for reimbursement, the Contractor shall provide a copy of the cancelled check for the required bonds, as well as any other documentation required by the Commissioner.

E. TIME IS OF THE ESSENCE. This contract is critical to meeting the required percentage of impervious surface managed milestone for 2015, which is the subject of a State consent decree to which both the New York City Department of Environmental Protection and the New York State Department of Environmental Conservation are parties. It is understood and specifically agreed by the Contractor, that time is of the essence in the performance of the Work under this Contract. The Contractor expressly agrees that they shall commence, proceed with, and finish construction under this Contract so that Substantial Completion is achieved in all respects within the specified time for completion and any and all remaining Work hereunder is completed promptly thereafter. The Contractor's attention is directed particularly to Schedule A and to the Detailed Specifications.

F. WORK TO PROCEED WITH DILIGENCE AND DISPATCH. As noted and agreed above, timely completion of the Work of this Contract is critical to the completion of the milestone set forth in the Modified Order on Consent (Consent Order) to reduce combined sewer overflows. Therefore it is agreed that all Work hereunder shall be executed at such time(s) and in or on such parts of the Contract and with sufficient work force(s), materials, and equipment, so as to assure timely Substantial completion of the work as well as the swift completion of all Work hereunder.

The Contractor is required to prepare a Progress Schedule in accordance with Article 9 of the Standard Construction Contract for each Work Order and the Substantial Completion date will be determined per Work Order in accordance with Article 14 of the Standard Construction Contract. The Date of Final Acceptance will be determined when all Work Orders are final and complete in accordance with Article 14 of the Standard Construction Contract.

G. NOTICE TO PROCEED (NTP) AND WORK ORDERS. The Contractor is hereby advised that the Notice to Proceed (NTP) date and first Work Order, with the work for the first location or group of locations,

will be issued within 21 to 30 Days of Contract Registration and, pursuant to Article 8 of the Standard Construction Contract, the Contractor must commence work on the date specified in the written notice to commence work, signed by the Commissioner.

Following issuance of the "Notice to Proceed," as the need for services arises, the Engineer will issue a written Work Order to the Contractor. Such Work Order will specify the location(s) for the performance of required services, as well as the time frame for completion of all required services specified therein. The time frame for the performance of all services specified in the Work Order will be based upon the estimated quantities required for the designated locations and will be calculated based upon the following: (i) a mobilization period of two working days applicable to each Work Order for all locations specified, and (ii) an average production rate of 1,000 S.F., of constructed Green Infrastructure per week. In the event the Contractor fails to complete all required services set forth in the Work Order within the specified time frame, liquidated damages shall be assessed on a daily basis in the amount specified in Schedule A on Page SA-1.

H. WORK FORCE. The Engineer shall periodically assess the rate of progress and may order the Contractor to mobilize additional work crews to complete the work on time. If the Contractor fails to comply with such orders within seven (7) calendar days after the written notice from the Engineer, the Contractor may, under Article 48 of the Standard Construction Contract, be declared in default of this contract.

I. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway Specifications. The Contractor shall check with the Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

Where new curbs and sidewalks are designated to be constructed in locations where they do not currently exist, the Contractor shall be required to establish lines and grades and stake out and layout the work for installing the new sidewalks and malls, as per Section 6.41 of the Standard Highway Specifications. In addition, at the completion of the work the Contractor shall survey the entire area of new construction, including the adjoining side streets, to provide the Engineer with as-built locations and elevations at the top and bottom of the curbs, at the ends of construction, at all street hardware, and breaks in grades.

Unless indicated otherwise, elevations indicated or specified refer to the North America Vertical Datum of 1988 (NAVD 88) for vertical data.

Unless indicated otherwise, coordinates indicated or specified refer to the North American Datum (NAD 83) StatePlane New York, Long Island FIPS 3104 Feet for horizontal data.

In addition the Contactor shall be required to do the following:

- (a) The Contractor shall retain the services of a New York State Licensed Land Surveyor for the purposes of establishing the location of R.O.W. Bioswales, R.O.W. Rain Gardends and R.O.W. Stormwater Greenstreets before construction and establishing the final constructed location (As-Built) coordinates as referenced in Section 1.19.
- (b) Lines and grades. All work shall be constructed according to the lines and grades shown on the Contract Drawings and as approved by the Engineer.
- (c) The Engineer will establish a base line and bench mark.
- (d) The Contractor shall establish all other lines, elevations and grades required for the work and be solely responsible for the accuracy thereof.
- (e) The Contractor shall install a Survey Nail at the upstream corner of every Green Infrastructure Practice constructed. The Survey Nail shall be placed in the center of the curb, lined up with the edge of the header. The Survey Nail shall be used to establish the final coordinates of the Green Infrastructure Practice (Northing and Easting).
- (f) The Engineer shall be notified prior to the establishment of any line, elevation or grade.
- (g) Safeguarding marks. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, re-establish same if disturbed and bear the entire expense of rectifying work improperly installed due to not maintaining, not protecting or removing without authorization such established points, stakes, marks, and monuments.

J. CURB WORK. Where steel faced concrete curb is required to be installed, the curb adjacent to the concrete aprons shall be depressed and transitional as required and shall be paid for under Item 4.09 BD, Depressed Steel Faced Concrete Curb.

K. NEW CURB AND SIDEWALK AT EXISTING TREES. At locations where the Contractor is working adjacent to existing trees designated to remain where the tree roots may interfere with standard installation of curb or sidewalk, the Contractor shall utilize Items 8.02 A and 8.02 B, as directed by the Engineer, in order to mitigate construction trauma to trees. Existing tree pit size may be enlarged, where and as ordered by the Engineer, in order not to damage tree roots.

L. EXISTING OBSTRUCTIONS. The Contractor shall excavate existing abandoned lamppost base, traffic post base, tree stumps (6" diameter and under), etc., down to the bottom of the Green Infrastructure within the work area. Payment for this work will be made under Item GI-4.02. The Contractor shall coordinate and obtain the required permits from the owning agency.

The Contractor shall relocate existing drive-rail posts and the attached signs, such as street name signs, traffic signs, etc., where indicated or directed, to a nearby area just beyond the limits of the Green Infrastructure as directed by the Engineer. Payment for this work will be made under the appropriately scheduled contract items. The Engineer will notify the responsible City Agency or private entity having jurisdiction over these signs.

M. CITY-OWNED STREET HARDWARE ADJUSTMENTS IN ROADWAY AREAS. Where adjustment of street hardware, such as catch basin gratings, manholes, and valve boxes, is required in the roadway to facilitate Green Infrastructure work as shown on the Engineering sketches, the adjustment will be paid for under Item 6.36 DR.

N. CITY-OWNED STREET HARDWARE ADJUSTMENTS IN SIDEWALK AREAS. Where adjustment of street hardware, such as manholes, valve boxes, box covers, monuments, etc., is required in the sidewalk to facilitate Green Infrastructure work, payment is deemed included in the prices bid for all scheduled contract items where the vertical movement is less than or equal to 6" down, or where the vertical movement is less than or equal to 12" upward. However, where the vertical movement of street hardware is more than 6" downward or more than 12" upward, then the adjustment work will be paid for under Item 6.36 DR.

Vertical adjustment of each installation and resetting the castings shall consist of: removing the existing frame and cover, and granite slab where applicable; modifying the existing installation as required; replacing the frame and/or cover if damaged, as determined by the Engineer, with a new frame and/or cover furnished under Item 6.22 F; resetting granite slab where applicable; and, setting the frame and cover to the new sidewalk elevation and slope.

Materials used shall comply with the Department's Sewer Standards for drainage installations, and the appropriate Department having jurisdiction over other installations.

Resetting castings shall be done with brick and mortar according to the standards of the Department of Environmental Protection or the appropriate Department having jurisdiction over the installation. Work shall be done in a workmanlike manner, and any damage resulting from the Contractor's operations, to the existing installation which is to remain, shall be satisfactorily corrected, as directed by the Engineer, at the Contractor's own expense and at no additional cost to the City. Removed and damaged sidewalk shall be replaced in kind.

O. PRIVATE UTILITY HARDWARE ADJUSTMENTS will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company at least seventy-two (72) hours prior to start of work at each location where its hardware requires adjustment.

P. DISPOSAL OF EXCESS EXCAVATED MATERIAL BY THE CONTRACTOR AT A SITE DESIGNATED BY THE CONTRACTOR. Excess material excavated by the Contractor becomes the Contractor's property and is to be properly disposed of at the Contractor's expense.

Q. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate under Item 8.02 A at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

R. COMPACTION TESTING OF SIDEWALK FOUNDATION MATERIAL. The Contractor is required to spot test to verify that their method of compacting the sidewalk foundation material, achieves the required density.

The test shall be conducted by a properly calibrated Nuclear testing device. The operator shall be a technician certified in its operation, as approved by the Engineer. Three spot tests will be required at each Green Infrastructure, unless a test result indicates that the minimum compaction was not achieved, in which case additional testing may be required by the Engineer.

The Contractor is required to obtain a minimum of 95% of the theoretical maximum density for all sidewalk foundation material installed. The theoretical maximum density shall be obtained, also by Contractor, by the use of other test such as Procter Test, as directed by the Engineer.

A copy of all nuclear density monitoring results including date, time, location by distance and offset, from building line or curb line, and the theoretical maximum density reading and any pertinent remarks is to be delivered to the Engineer the same day.

S. CORRECTIVE MILLING. Where directed by the Engineer and prior to construction of sidewalks, the Contractor shall install a pavement key, under Item 6.51 GI-BD, at Green Infrastructure locations and other locations as directed. Unless otherwise directed, the milling area shall generally be 3' to 6' wide adjacent to the new curb and 2"₊ deep. The purpose of milling is to remove uneven wearing course, facilitate surface storm water run-off, and prepare for resurfacing after completion of the concrete work.

Resurfacing, under Item 4.02 AF-R, over the milled area shall be approximately 2"₊ deep. Where ponding remains after resurfacing, no

payment will be made for any work at that location unless the ponding condition is corrected in a manner satisfactory to the Engineer.

T. SPECIFIC TRAFFIC STIPULATIONS. The Contractor shall perform the work in strict accordance with the requirements of Section 6.70 -GI of Standard Highway Specifications, the Maintenance and Protection of Traffic drawings following Section 6.70 -GI in the NEW SECTIONS (I - Pages) of this Project, the Office of Construction Management Coordination (OCMC) traffic stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's directions shall govern.

Any maintenance and protection of traffic device (e.g. planking with hand rails, metal ramps, wooden steps, roadway plates, traffic cones, temporary pavement markings, flags, etc.) not provided in the bid schedule but deemed necessary to comply with the requirements of Section 6.70- GI shall be deemed to be included in the unit prices bid for all of the scheduled contract items.

U. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of its operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Highway Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (under Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside the area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

V. CLEANING OF DRAINAGE STRUCTURES. The Contractor shall be required to keep all existing drainage structures within the work area clean and operable at all times. Should the Contractor let debris enter any drainage structure as a result of its operations, it shall be required to immediately clean that drainage structure at its own expense. All other drainage structures requiring cleaning shall be referred to the Department of Environmental Protection.

W. NO WORK PERMITTED. No work will be permitted during the period from Monday of the week preceding Thanksgiving Day week through and including January 2. No extension of time will be granted to the Contractor, for completion of this contract, due to this ordered shut down period.

X. FUEL COST The Contractor is notified that fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel

price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all Extra Work invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

Y. USE OF CITY WATER The Contractor is notified that use of city water under this project the Contractor shall be required to obtain all necessary permits from the Department of Environmental Protection, at no cost to the Contractor in accordance with the NYC Department of Environmental Protection, Standard Sewer and Water Main Specifications, dated July 1, 2014, Section 12.04 "TEMPORARY USE OF CITY WATER ON CONSTRUCTION PROJECTS".

Z. ITEM NO. "6.52" AND WORDS "FLAGGER", "FLAGGERS" AND "FLAGPERSON" The Contractor is notified that the Contract Drawings, Sketches, the OCMC Traffic Stipulations, and Section 6.70 of the Standard Highway Specifications it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively.

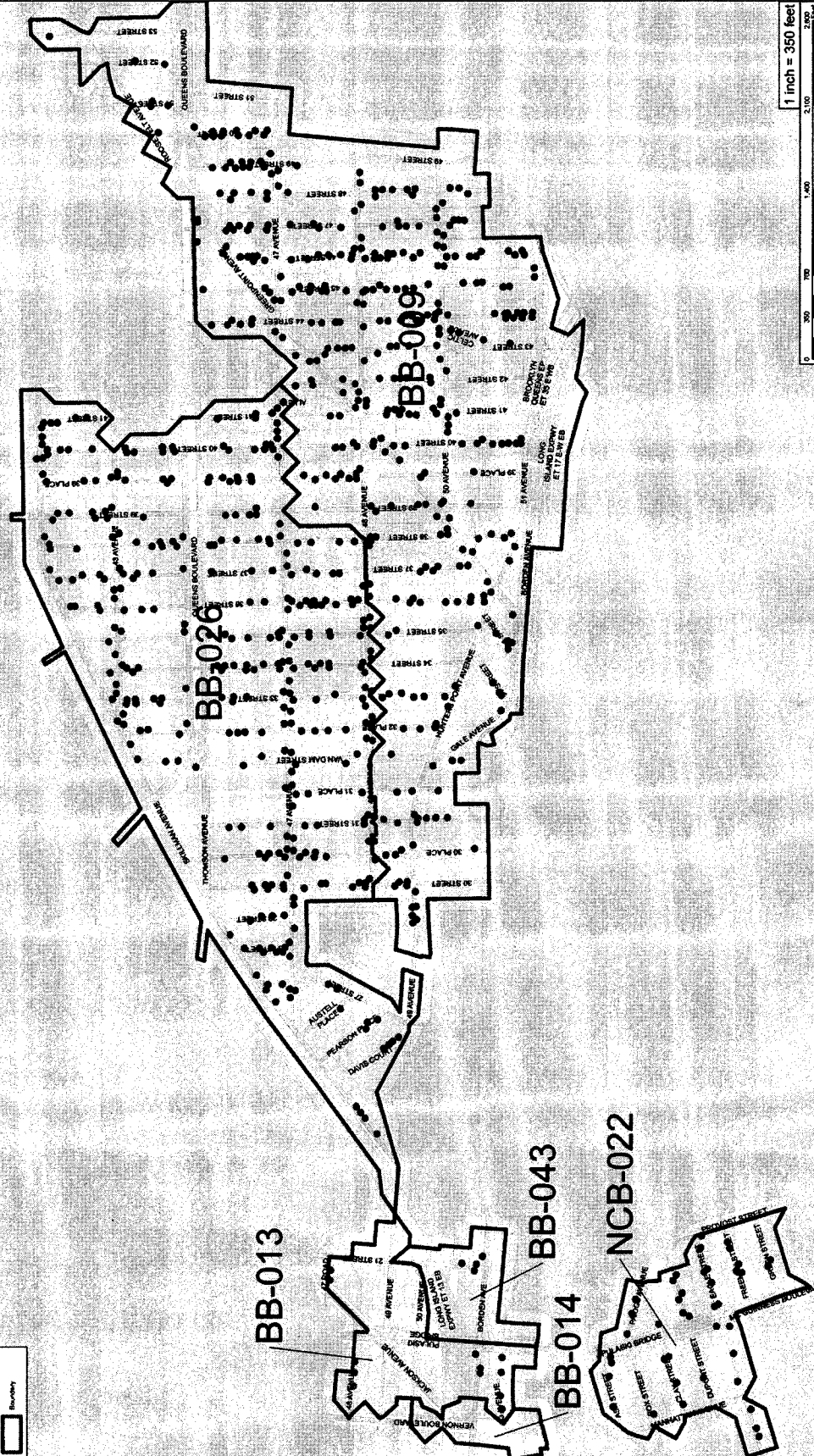
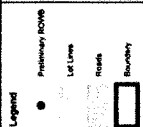
AA. REFER TO THE CONTRACT DRAWINGS, STANDARDS FOR GREEN INFRASTRUCTURE, Standard Detail GI-27 Note (2) and Standard Detail GI-28 Note (3); change the word "PVC" to "HDPE" in Note (2) and Note (3), respectively.

AB. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

PRELIMINARY LOCATION MAP

Bowery Bay - GQBB09-01, GQBB13-01, GQBB14-01
GQBB26-01, GQBB43-01 & GKNC22-01

NYC
OFFICE OF GREEN INFRASTRUCTURE



(NO TEXT ON THIS PAGE)

NEW YORK CITY DEPARTMENT OF TRANSPORTATION

GREEN INFRASTRUCTURE DESIGN GUIDELINES



July 7, 2015

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GREEN INFRASTRUCTURE DESIGN GUIDELINES

GENERAL NOTES

Document Purpose

While this document provides guidance on the design of green infrastructure (GI), including right-of-way bioswales (ROWBs) and stormwater greenstreets (SGSs), all final design determinations are at the discretion of New York City Department of Transportation (NYC DOT).

Auto-turn Requirements

Auto-turn is required to be shown on drawings and submitted in AutoCAD format for all proposed SGS sites at intersections, and mid-block SGS that have driveways located nearby. See G-3 for additional auto-turn requirements and standards.

Curbs

When constructing new curbs for ROWBs, consultant shall design to replace existing conditions. When designing new curbs for SGS installations, steel-faced curbs shall be used.

FDNY

For all streets that are currently 34' or wider and where proposed SGS will decrease the width of the roadway to less than 34', DEP shall coordinate review of the design proposal with FDNY.

Green Infrastructure Siting Guidelines

This document is intended to provide information in conjunction with the siting guidelines. All GI should adhere to the NYCDOT Siting Guidelines when determining potential locations for ROWBs and SGS.

Object Markers & "No Standing Anytime" Signs

Per MUTCD, object markers and "No Standing Anytime" signs should be installed at an angle of 45 degrees to the curb toward to driver's sight line.

Pedestrian Facilities

In any location where SGS may be proposed (including medians or unusual geometric conditions), provide continuous paths for pedestrians. Pedestrian desire lines must be maintained when modifying curb lines.

Pedestrian ramps should be provided for access to all marked and unmarked crosswalks, including at SGS corner neckdowns, concrete triangles and medians. All pedestrian ramps shall show the required tactile warning strips.

All pedestrian ramps in proposed SGS locations shall be designed by the consultant engineer to meet ADA compliance. See DWG D-1 for information on design details.

Note that pedestrian ramps shown in this document are only diagrammatic graphical representations.

Plant Heights

All SGSs will be evaluated on a case by case basis in regard to plant height in the installation. Please see drawings R-3 and R-4 for detail on plant height limits. Note that in all locations the consultant shall consider the possibility for pedestrians/children to dart out from the sidewalk into the roadway (i.e. schools, playgrounds, parks, candy stores, etc.) and utilize the 2'-0" planting height where necessary.


Stormwater Greenstreet Neckdown Design Priority

The preferred SGS neckdown design is SGS-1A, a full concrete neckdown. When the location of the catch basin is at the apex and does not permit SGS-1A, the consultant shall use the design of SGS-2A, a partial concrete neckdown. If the location of the catch basin does not permit a full or partial concrete neckdown, the consultant shall design according to SGS-3A or SGS-3B, depending on the direction of traffic next to the SGS. When circumstances necessitate that the SGS is located mid-block, or the SGS is located so that there is at least 18' between the SGS and the intersection, the consultant shall design according to SGS-4A.

Traffic Signs & Signals / Parking Regulations / Existing Street Furnishings







DOT Borough Engineering is to review all traffic issues in the right-of-way. Trees shall not block traffic-related signs and any relocation or adjustment to existing/new signs may only be made with the concurrence of the DOT Borough Engineer.

DOT Borough Engineer will review the contract furniture location spreadsheet, submitted as needed during 60% and 100% reviews, and determine which signs require DOT input for relocation. Signs that do not require review by borough engineers shall follow the relocation process found in the NYC DOT Green Infrastructure Street Furniture Relocation Review/Construction Procedure.

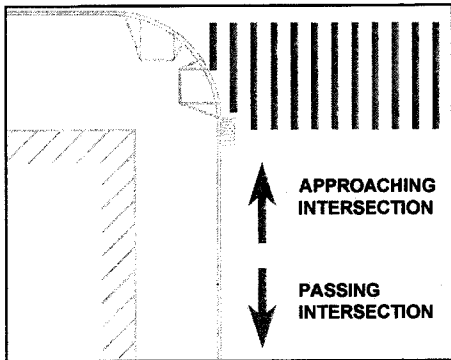
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 GREEN INFRASTRUCTURE DESIGN GUIDELINES				


GENERAL NOTES

DRAWING KEY

W.I.	WATER INLET
W.O.	WATER OUTLET
	SIGN
	OBJECT MARKER
	NEW
	EXISTING
	DIRECTION OF WATER FLOW
	BUILDING ENTRANCE

APPROACHING/PASSING INTERSECTION



DWG # G-2	DWG TITLE GENERAL NOTES	SCALE N.T.S.	DATE 7/7/15	PAGE 2 OF 16
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AUTOTURN NOTES

Template:

Consultants shall utilize the ACAD template (including layers) provided by NYC DOT for autoturn analysis at each SGS site.

Reference

Consultants may reference AASHTO Green Book, Chapter 2-Design Controls and Criteria.

Existing Conditions

All plans shall show all existing roadway markings accurately from curb to curb, including crosswalks, stop bars, center lines, travel lane lines, parking lane lines, bike lanes and markings, word messages (i.e. "STOP"), turning arrows, etc. Plans should also show traffic direction with hollow arrows.

Design Vehicles

The design vehicle shall be governed by the use of the roadway. The consultant shall provide specific AutoCAD layers for each type of vehicle used in analysis, utilizing a turning speed no less than 5 MPH.

For turns on standard streets: SU-30

For turns that are part of a MTA bus route: City-BUS Template (BUS-40)

For turns on local truck routes: WB-40

For turns between two mapped through truck routes: WB-50, or WB-62 when appropriate.

In some cases (in industrial areas, around highway exists / entrances, etc.) the use of WB-62 may be necessary.

For simulating a fire truck, the consultant shall refer to DWG # D-3 for vehicle dimensions and turning radius information. A fire truck may be shown encroaching on the adjacent lane for turns. At the discretion of NYC DOT Highway Design, a fire truck may have more leeway on two-way and multi-lane streets with regard to encroachments.

Parking

Parking regulations shall be shown on drawings. For one-way streets regulations should be provided for both sides of the street.

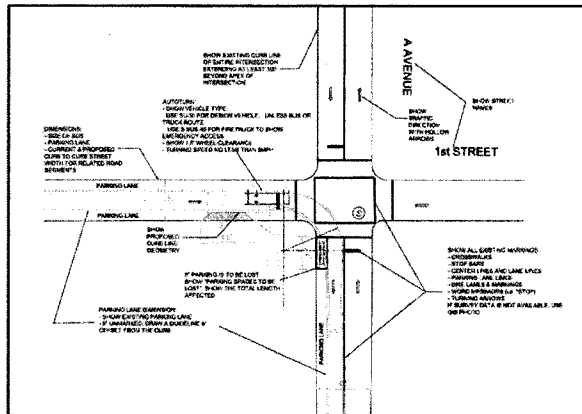
Consultant shall show 8' parking guideline (both sides of the street for one-way) or existing parking lane lines. For 60 and 90 degree angled parking areas, consultant shall show all existing and required markings.


Assessment of Street Parking Impacts

Auto-turn analysis, which shows impact to street parking, shall be included with all design submissions. A written description that includes the number of lost spaces shall also be included. The auto-turn drawings shall include the proposed curb line geometry and the dimension of the newly proposed "No standing anytime" (N.S.A) zone (which replaces former parking zone).

*Please note that when parking must be removed the Consultant shall provide the Community Board response for each SGS with the 60% submission.

CONSULTANTS SHALL REFER TO NYC DOT AUTOTURN TEMPLATE FILE - SEE EXAMPLE BELOW



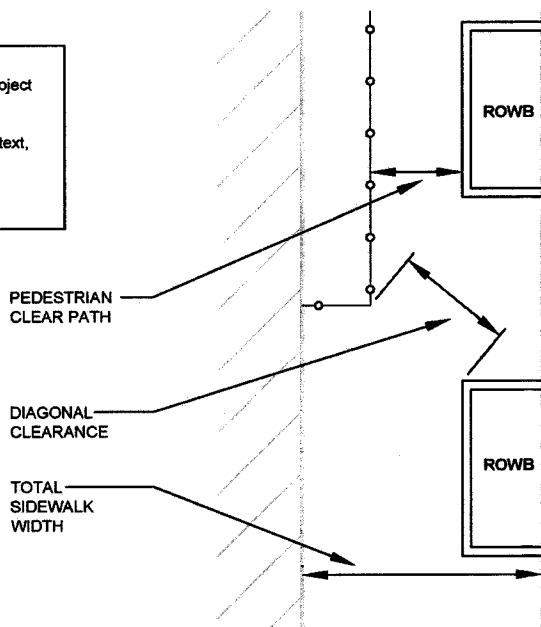
DWG # G-3	DWG TITLE AUTO-TURN NOTES	SCALE N.T.S.	DATE 7/7/15	PAGE 3 OF 16
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**FENCES & OTHER PROJECTIONS
INTO SIDEWALK**

NOTES

When fences, cellar doors, or other obstructions project into the sidewalk, the consultant shall ensure that:

- 1) The clear path minimum, based on land use/context, is met and
- 2) The diagonal clearance is 7'



DOOR/GATE SWING

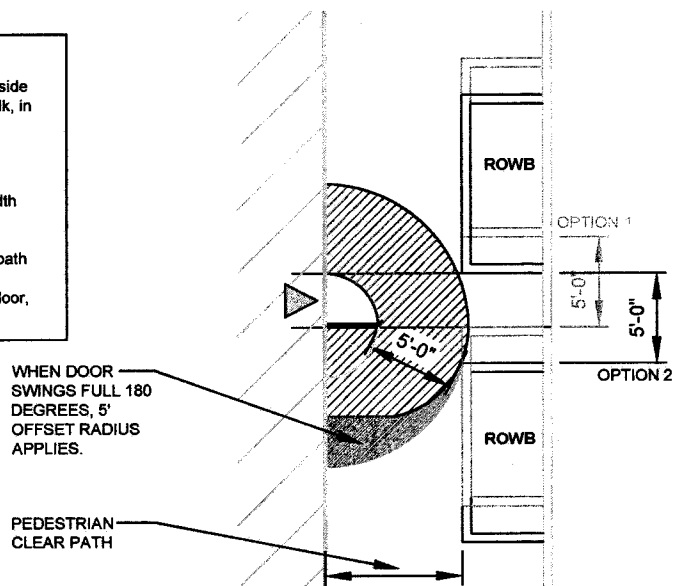
NOTES


DOOR SWING: Maintain 5' clear radius from the outside edge of any open door that swings open into sidewalk, in addition to all other clear path requirements.

DOOR WIDTH:

When door/gate is greater than 5' wide: Entire width of door/gate must remain clear to street

When door/gate is less than 5' wide: Minimum 5' path must be provided. 5' path should include width of door/gate, and path may line up with either side of door, as shown in diagram.

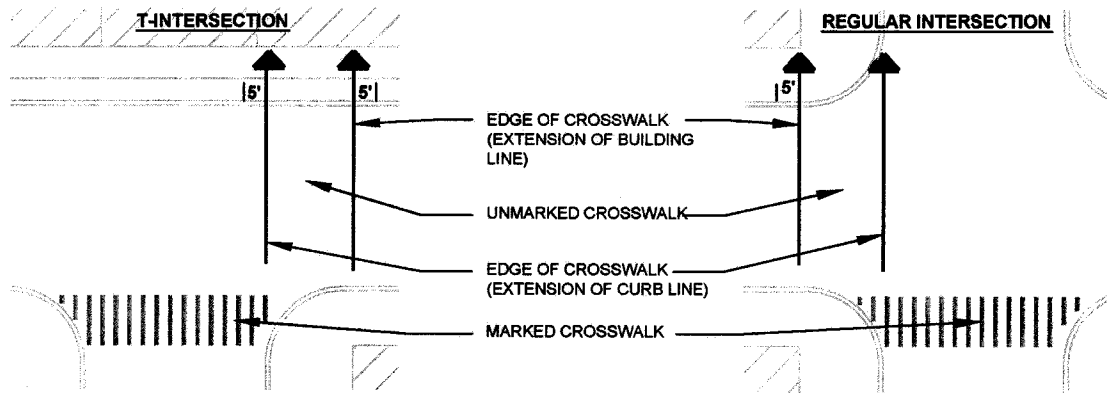


DWG # R-1	DWG TITLE REFERENCE DIAGRAMS	SCALE N.T.S.	DATE 6/19/15	PAGE 4 OF 16
 GREEN INFRASTRUCTURE DESIGN GUIDELINES				

CROSSWALKS (MARKED & UNMARKED)**NOTES**

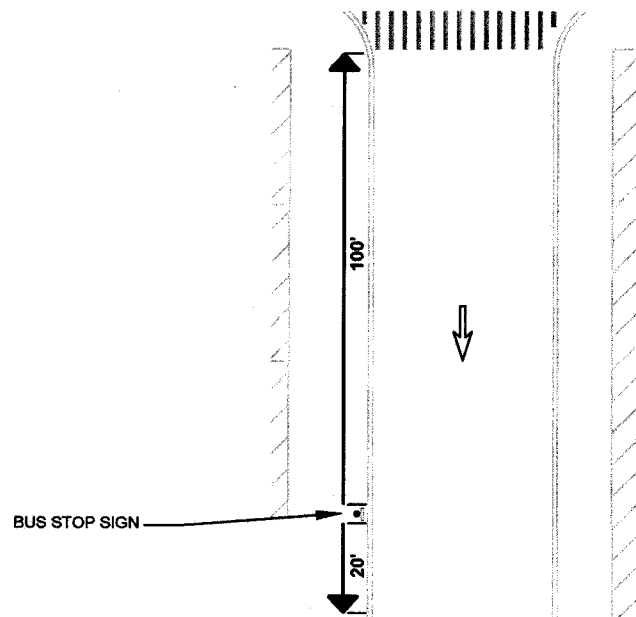
ROWBs and SGSs shall always be a minimum 5' from an unmarked or marked crosswalk (whether or not pedestrian ramps are present). When striping that indicates the crosswalk is not present, the unmarked crosswalk is defined by the extension of the building line and the edge of the curbline.


This is important to note at the top of t-intersections, as shown in the diagram below.

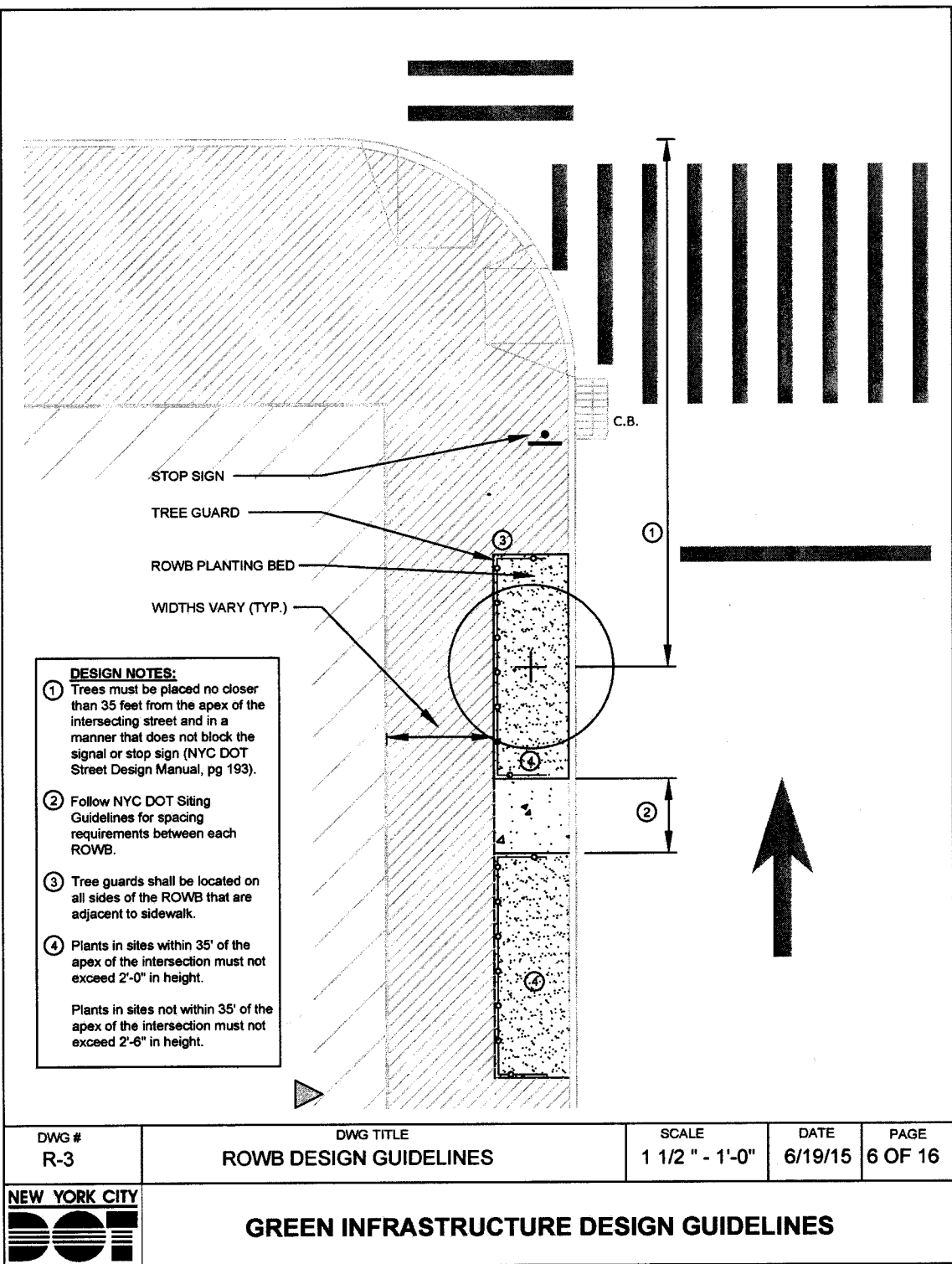
**BUS STOPS****NOTES**

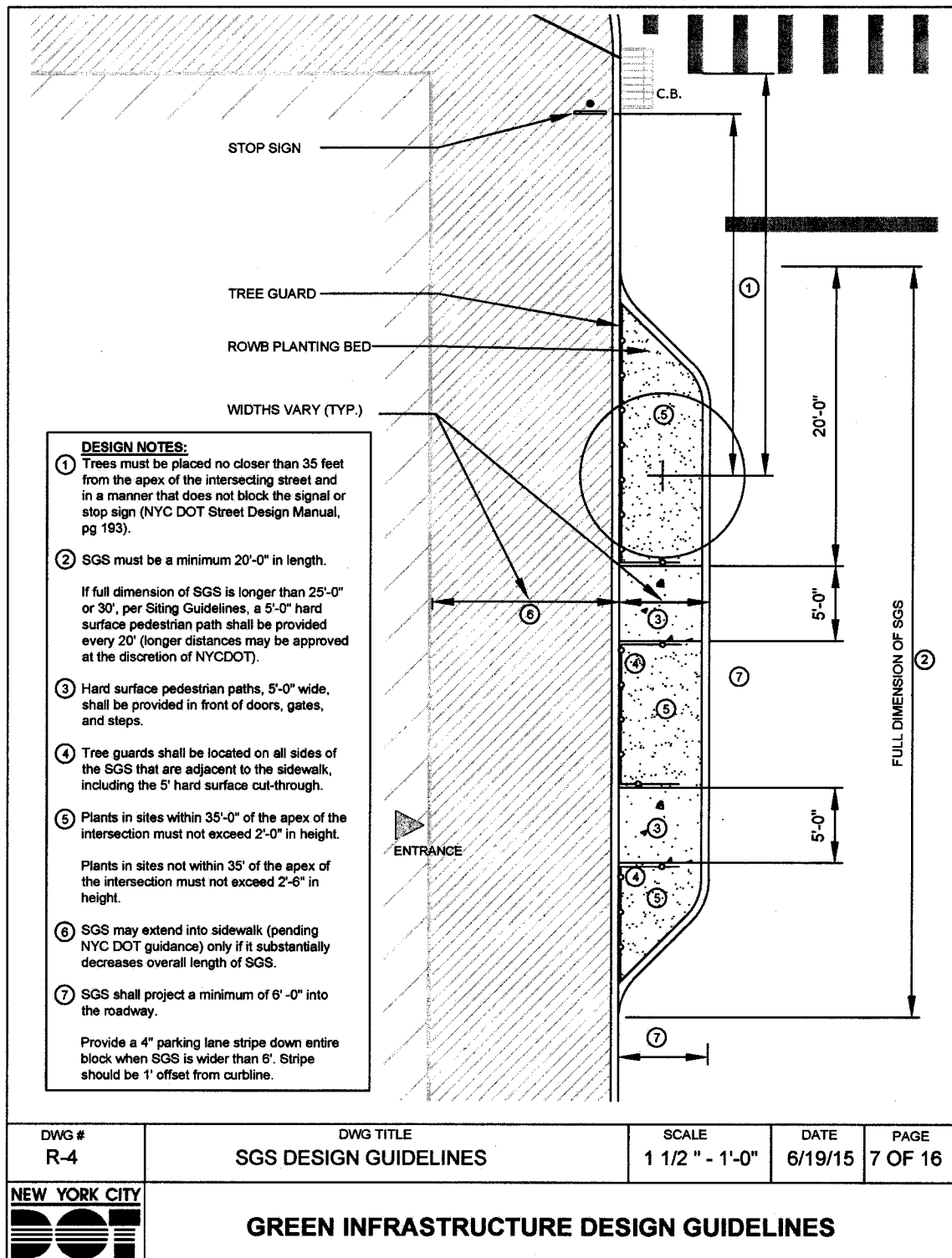
ROWBs and SGSs may not be sited within 100' from the posted bus stop sign towards the back of the bus.

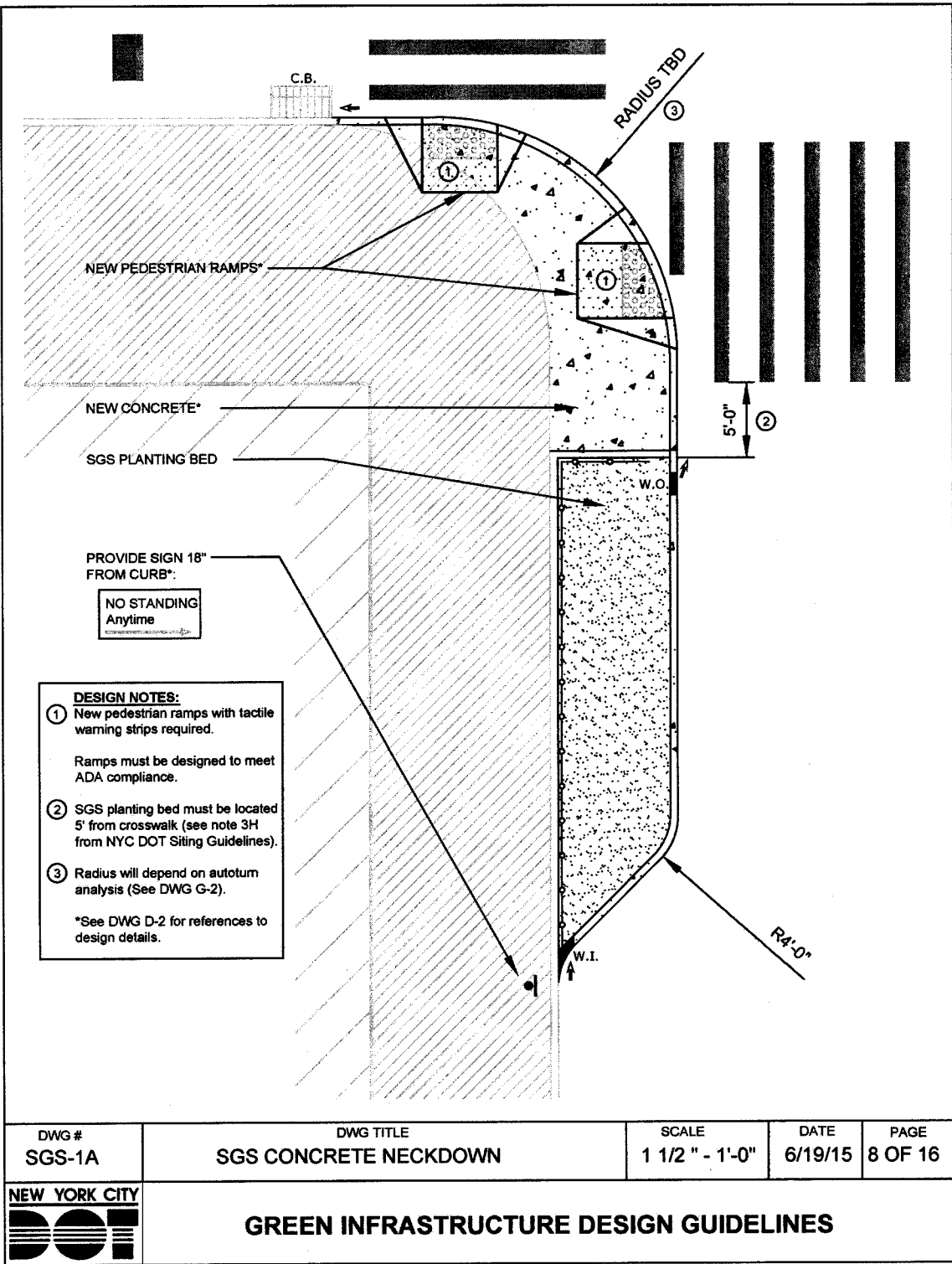
ROWBs and SGSs can, however, be preliminarily sited as close as 20' ahead of the posted bus stop sign at the discretion of DOT Bus Stop Management.

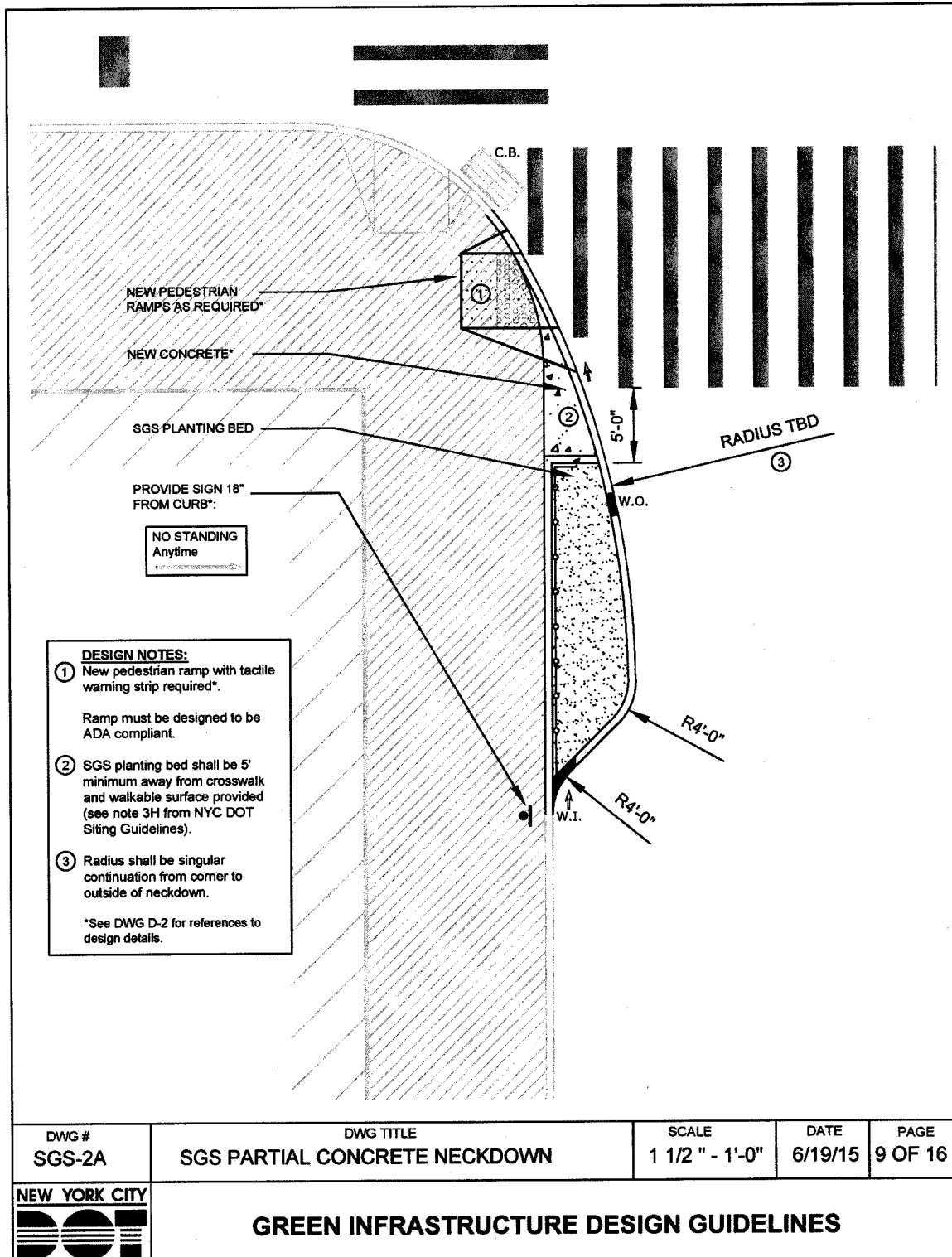


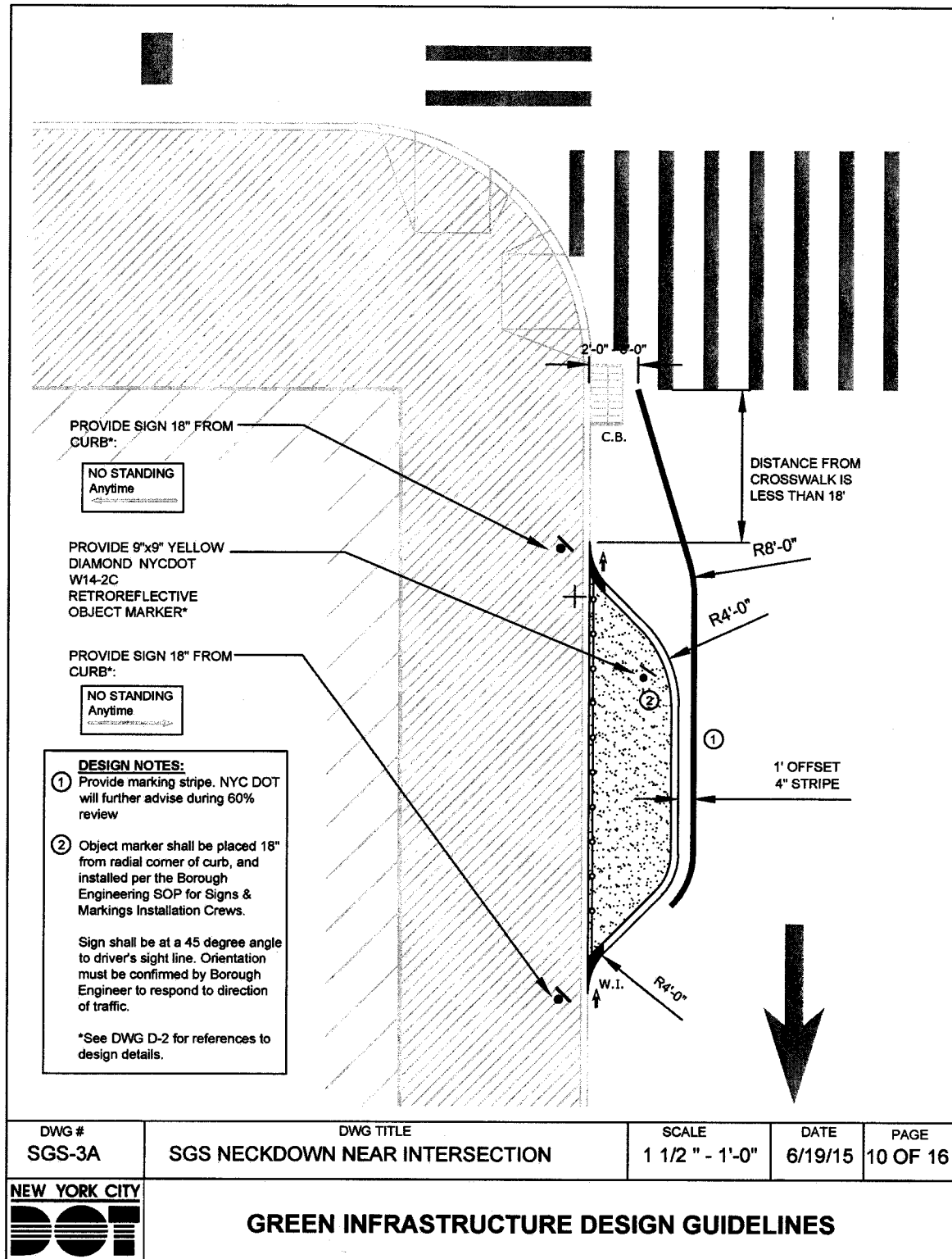
DWG # R-2	DWG TITLE REFERENCE DIAGRAMS (2)	SCALE N.T.S.	DATE 6/19/15	PAGE 5 OF 16
 GREEN INFRASTRUCTURE DESIGN GUIDELINES				

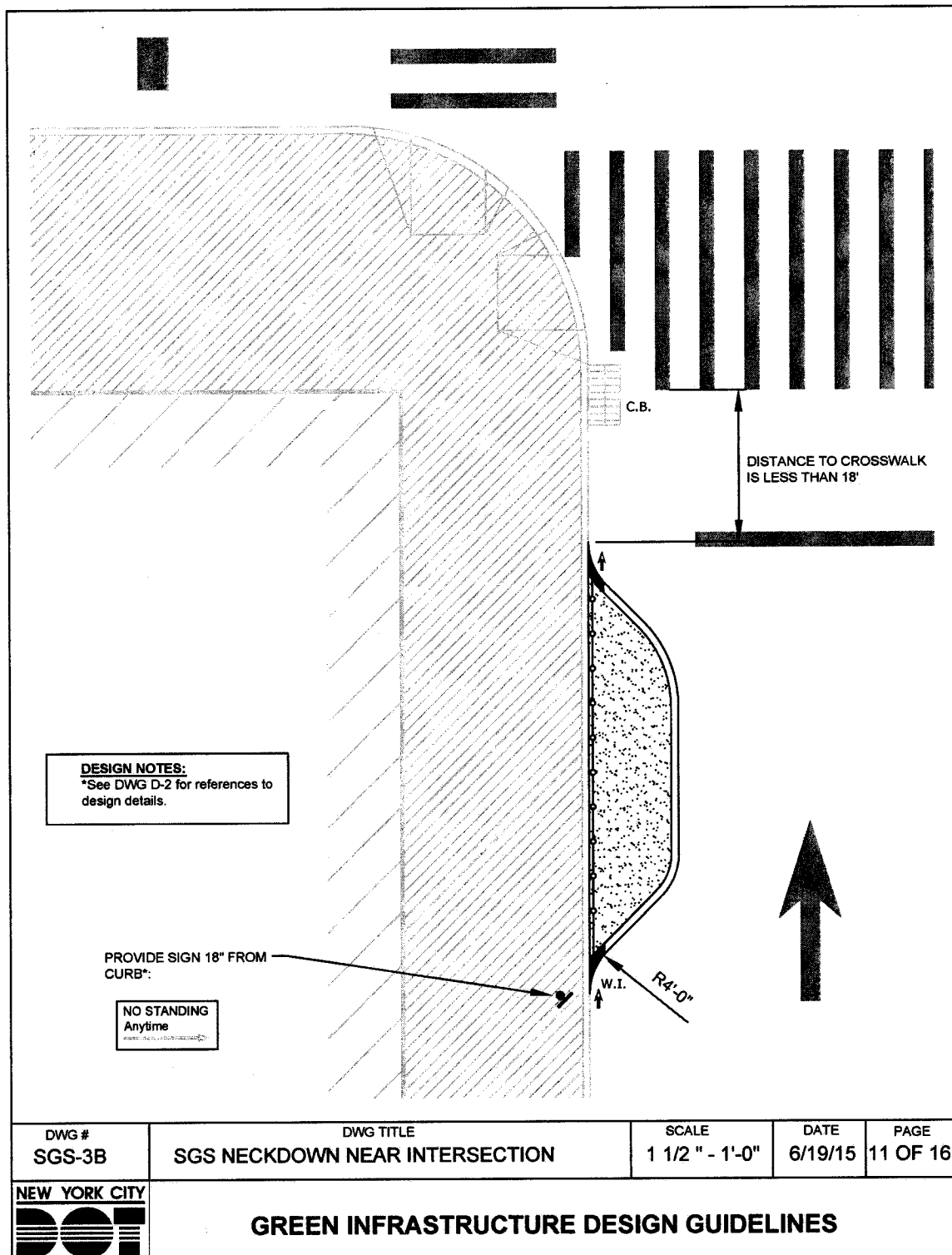


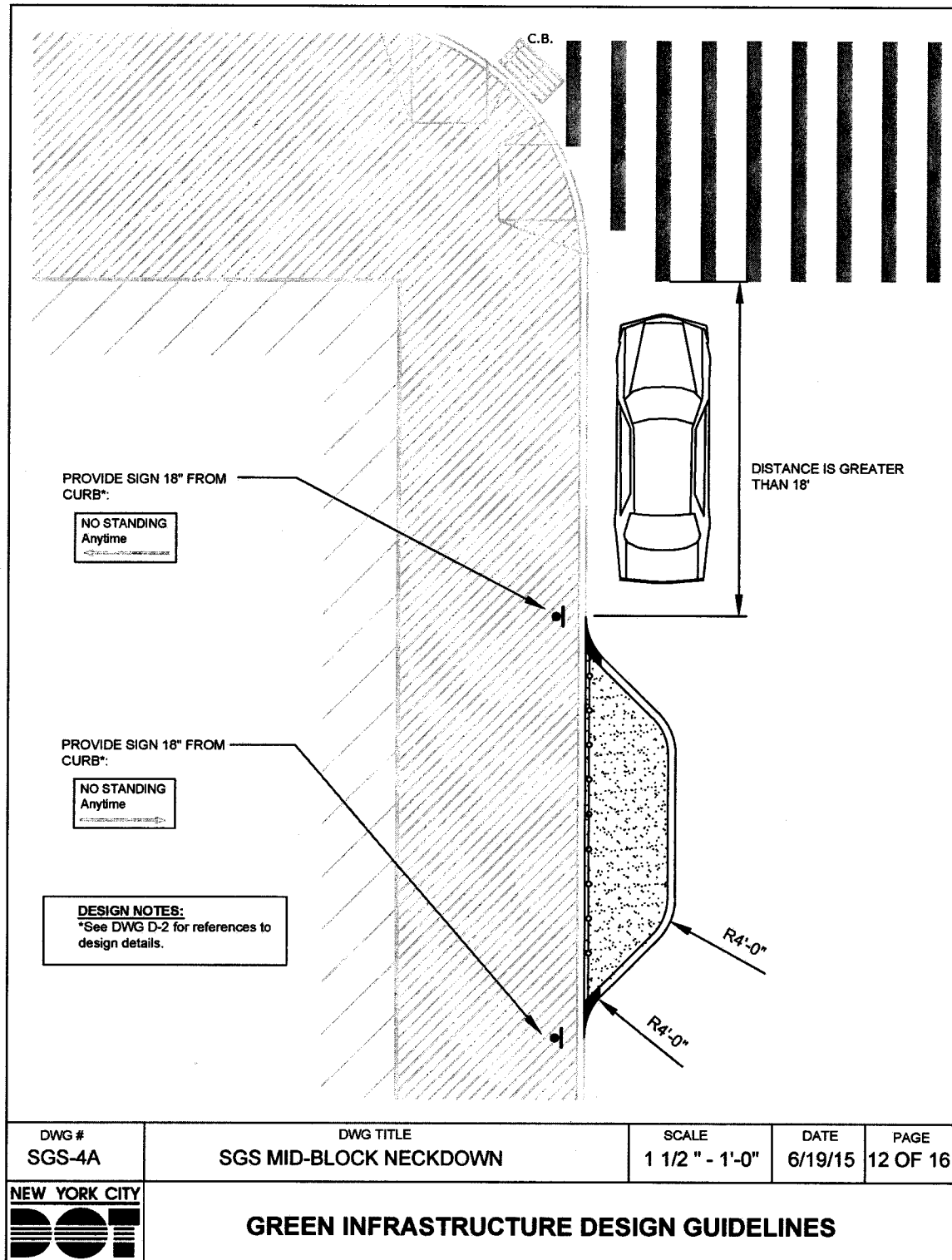


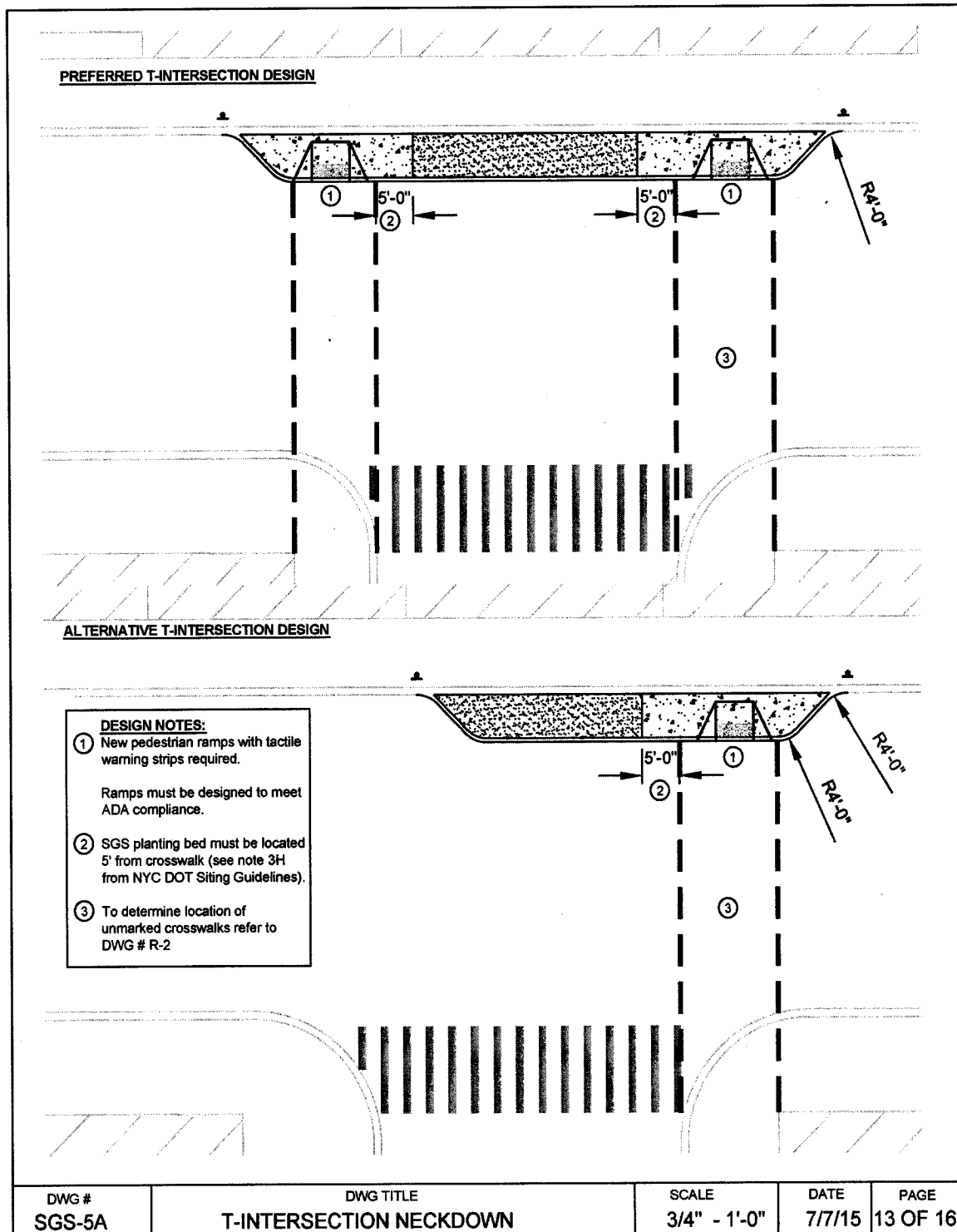












REFERENCE DOCUMENTS

For further detail and standards please refer to the following documents:

Curbs (granite): NYCDOT Infrastructure Design Standards, Standard Details of Construction (July, 2010), pg H-1056

Curbs (historical granite): NYCDOT Infrastructure Design Standards, Standard Details of Construction (July, 2010), pg H-1056A

Curbs (concrete): NYCDOT Infrastructure Design Standards, Standard Details of Construction (July, 2010), pg H-1044

Curbs (steel-faced): NYCDOT Infrastructure Design Standards, Standard Details of Construction (July, 2010), pg H-1010


Pedestrian ramps: NYCDOT Infrastructure Design Standards, Standard Details of Construction (July, 2010), pg H-1011

Reflective object marker: see 2009 Manual on Uniform Traffic Control Devices (MUTCD) for more information on materials

Sidewalk (concrete): NYCDOT Infrastructure Design Standards, Standard Details of Construction (July, 2010), pg H-1045

Sign installation: Borough Engineer SOP for Signs & Markings Installation Crews

Sign - No Standing Anytime: See DWG AD-2 of this document

DWG # D-1	DWG TITLE REFERENCE DOCUMENTS	SCALE N.T.S.	DATE 6/19/15	PAGE 14 OF 16
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NEW YORK CITY DEPARTMENT OF TRANSPORTATION SIGN MANUFACTURING ORDER

CHIEF DIVISION OF DESIGN AND CONSTRUCTION
FROM: CHIEF DIVISION OF HIGHWAY DESIGN

DATE: 5/13/2014

DESIGNATION NO. **PS-1G**

LOCATION: _____

(SUPERSEDES SP-1044B & SP-1044BA, SP-10B & SP-10BA, SP-216B & SP-216BA, SP-270B & SP-270BA)

SIZE COLOR (REVISED)

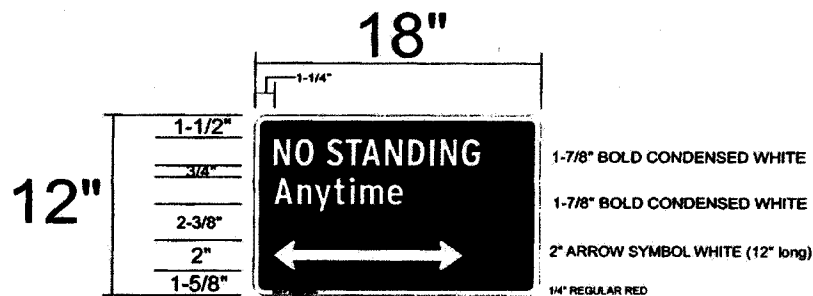
BACKGROUND: **18" X 12" RED**

BORDER: - - - - -

MARGIN: 3/8" WHITE

SINGLE FACE: DOUBLE FACE: **Y**

REFLECTORIZED: **N**




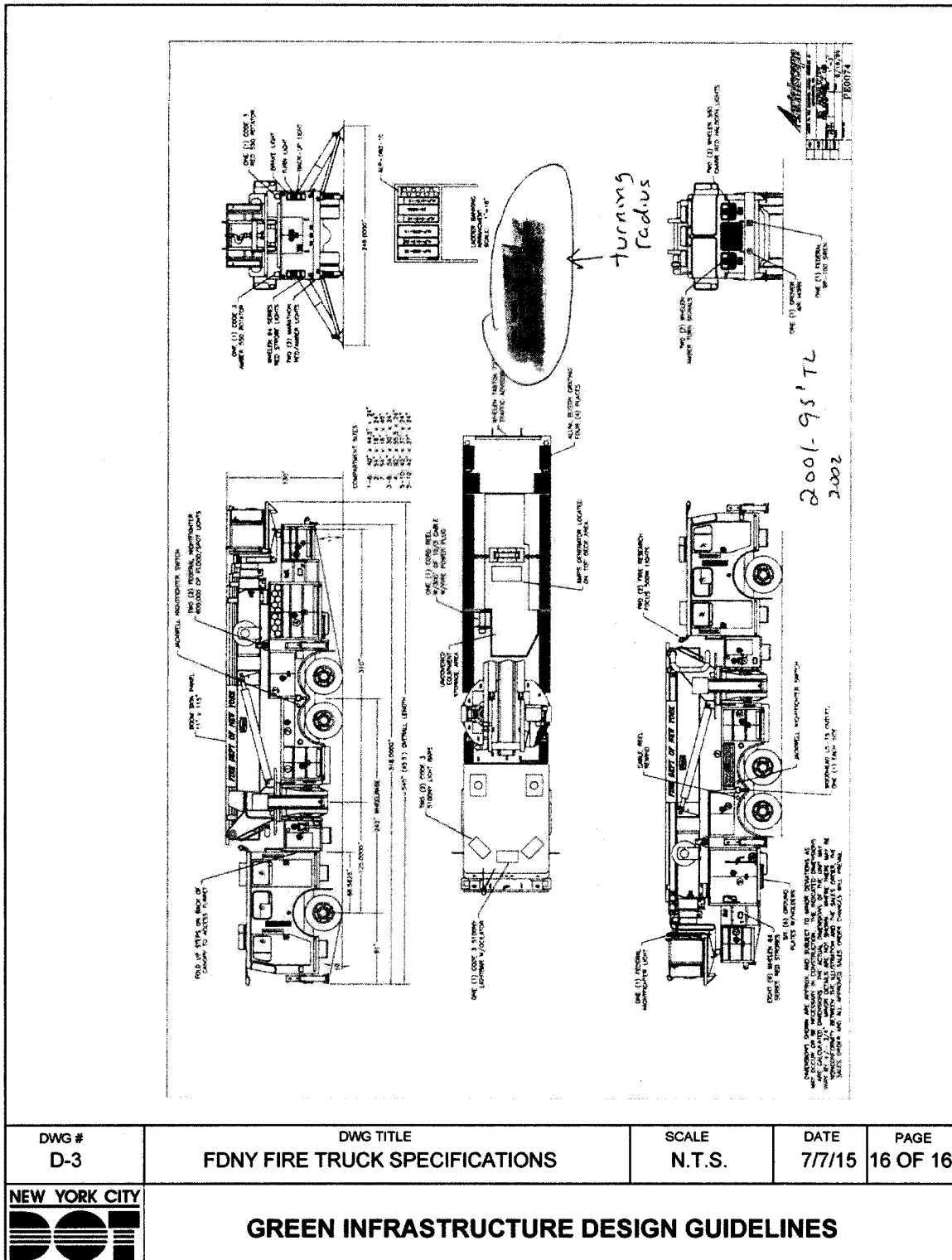
FIRST USED FOR ORDER NO: _____ QUANTITY: _____


TYPE OF MOUNTING: _____

REQUESTED BY: D/C SCHALLER APPROVED: R. RUSSO

CHECKED BY: Ed Conley DIRECTOR OF HIGHWAY SIGN DESIGN

DWG #	DWG TITLE	SCALE	DATE	PAGE
D-2	NO STANDING ANYTIME SIGN	N.T.S.	6/19/15	15 OF 16
 GREEN INFRASTRUCTURE DESIGN GUIDELINES				

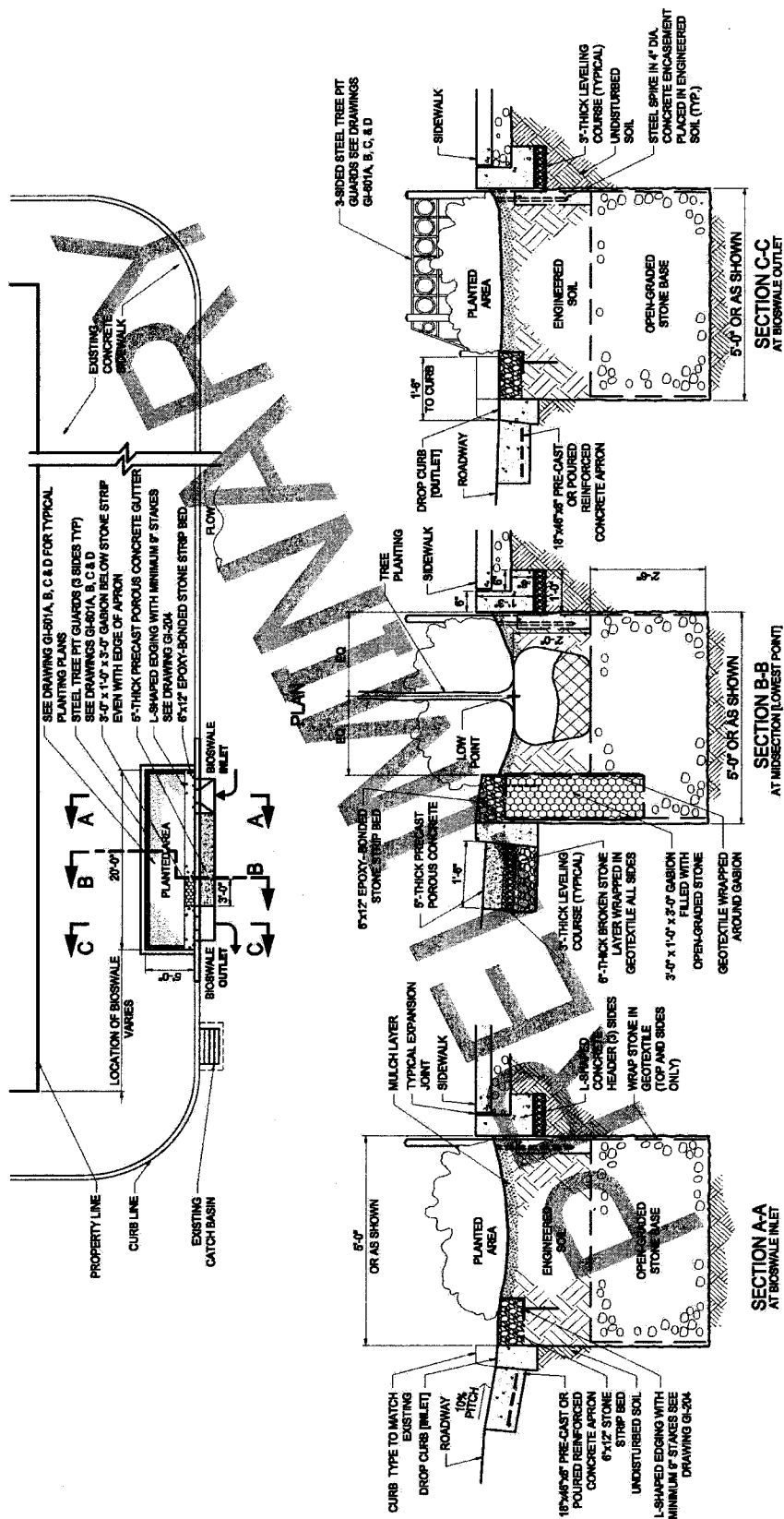


DWG # D-3	DWG TITLE FDNY FIRE TRUCK SPECIFICATIONS	SCALE N.T.S.	DATE 7/7/15	PAGE 16 OF 16
<div>  <div>GREEN INFRASTRUCTURE DESIGN GUIDELINES</div> </div>				

GI-101

GI-101

CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE
STANDARD FOR 20'x5' R.O.W. BIOSWALE TYPE 1
- NO CONNECTION TO SEWERS

08-05-2015
DATEP.E. F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

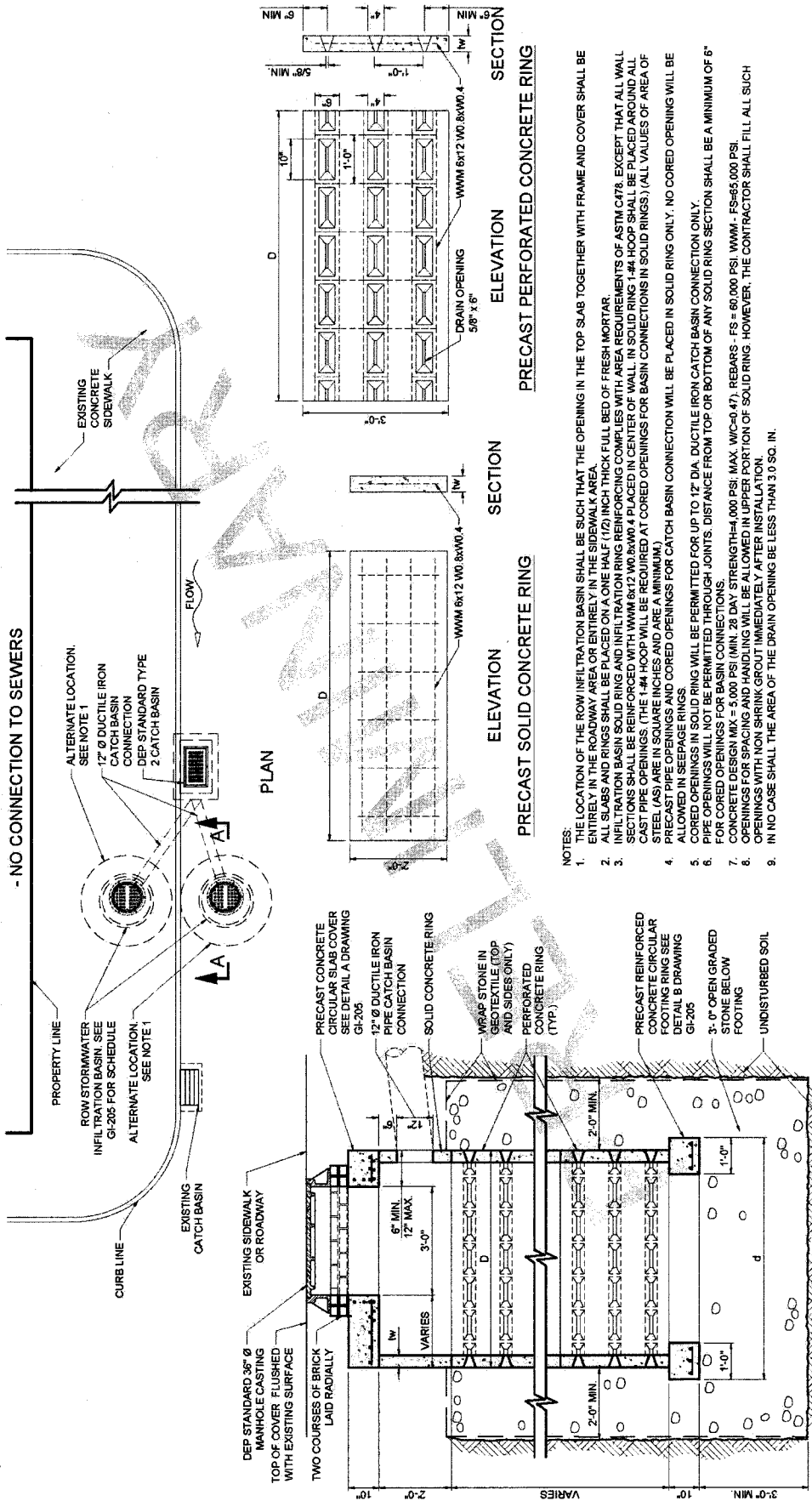
GI-126

GI-126

CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE

STANDARD FOR R.O.W. STORMWATER INFILTRATION BASIN WITH TYPE 2 CATCH BASIN

- NO CONNECTION TO SEWERS



SECTION A-A

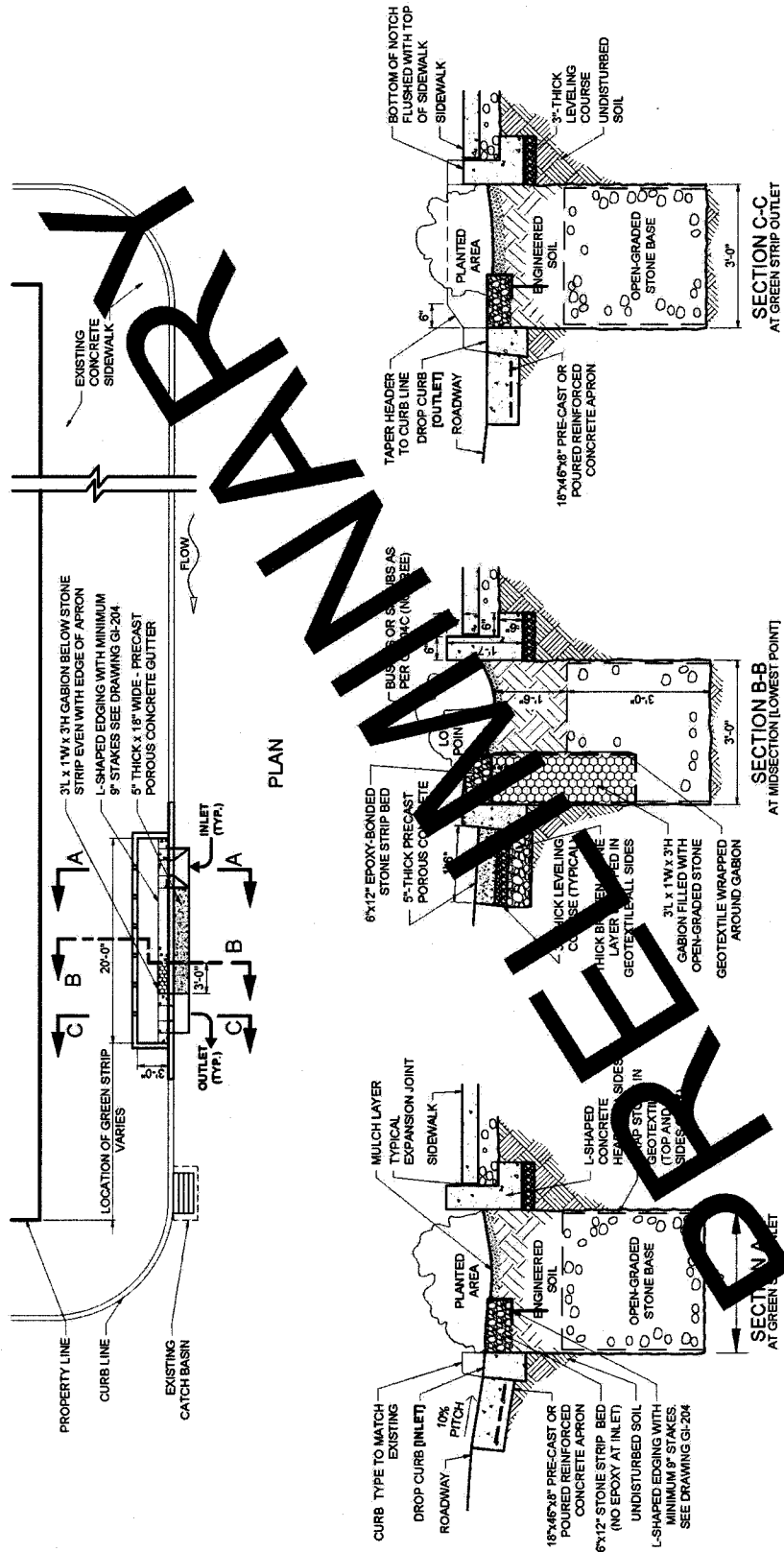
P. E. F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

08-05-2015
DATE

GI-127

CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE
STANDARD FOR 20'x3' R.O.W. GREENSTRIP TYPE 1
- NO CONNECTION TO SEWERS

GI-127



08-05-2015
DATE

P. E. F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

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SECTION D-D

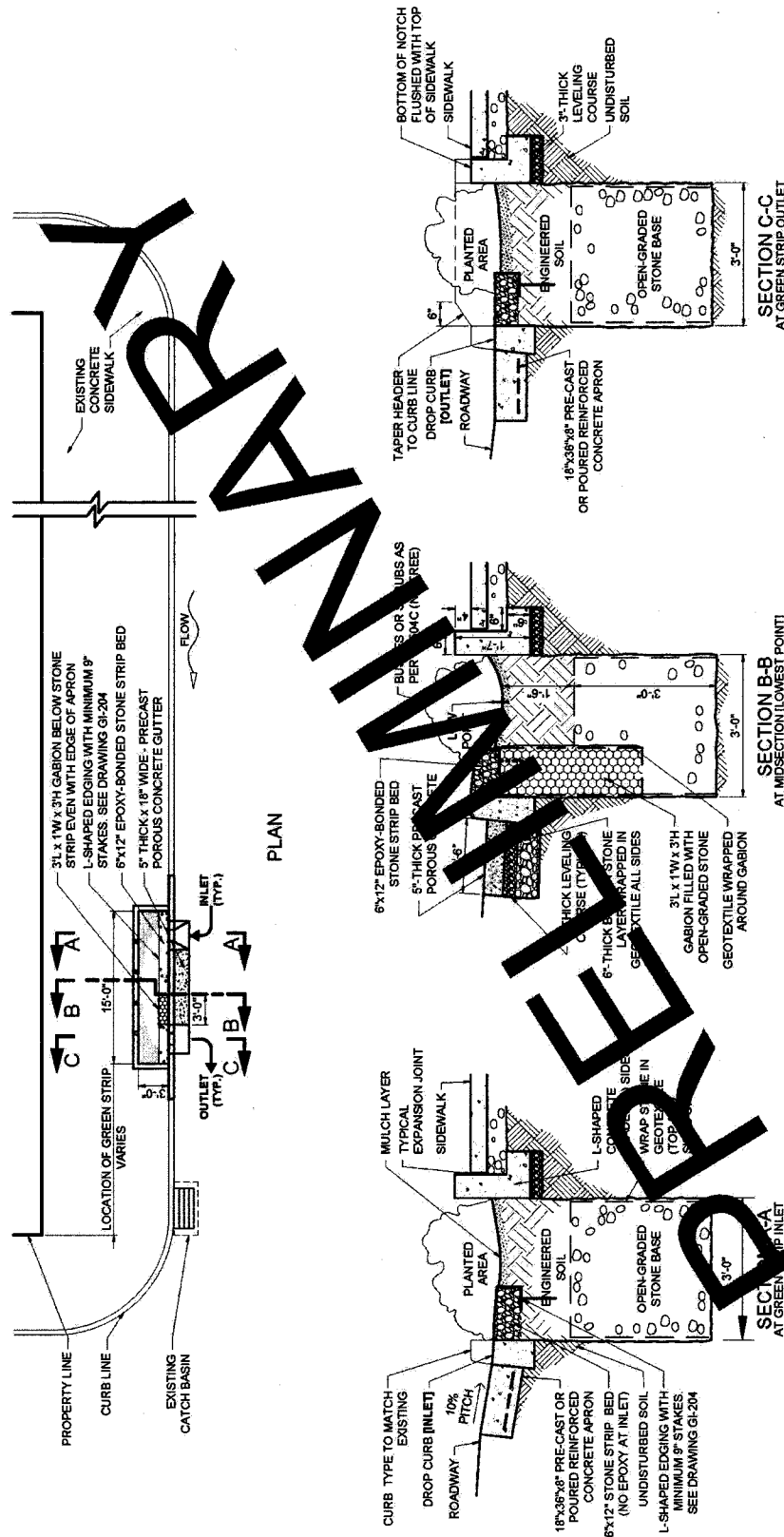
P.E., F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

1. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AND REPLACE THE ADJACENT EXISTING SIDEWALK LAG TO NEAREST EVALUATION POINT BEYOND THE LIMITS OF THE BIOSWALE. THE CONTRACTOR SHALL REPLACE THAT SIDEWALK IN KIND IN FULL COMPLIANCE WITH THE APPLICABLE SECTIONS OF STANDARD HIGHWAY SPECIFICATION.
2. THE CONTRACTORS SHALL REMOVE AND RESTORE ONE-AND-A-HALF (1 1/2) FOOT WIDTH MEASURING TO CURB AND ONE-AND-A-HALF (1 1/2) FOOT WIDTH OF ROADWAY CONCRETE PAVEMENT BASE, ALONG THE CURB LINE AND ADJACENT TO THE CONCRETE APPROXIMATELY WHERE REQUIRED. ALL WORK MUST BE COMPLETED IN FULL COMPLIANCE WITH THE APPLICABLE SECTIONS OF STANDARD HIGHWAY SPECIFICATIONS.
3. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PLANTING PERMITS FROM THE NYC DEPARTMENT OF PARKS AND RECREATION (DPR) AND NYC DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF WORK.
4. NO TREE SHALL BE REMOVED BY THE CONTRACTOR UNTIL SPECIFICALLY ORDERED IN WRITING TO DO SO BY THE ENGINEER AND WITH APPROVAL FROM DPR.
5. THE CONTRACTOR SHALL NOT BE PERMITTED TO OPERATE ANY EQUIPMENT WHICH GENERATES EXHAUST OR OTHER HEAT UPWARD (E.G., GENERATORS AND COMPRESSORS), UNDER THE LIMITS OF THE BIOSWALE WHERE THE BIOSWALE DEPTHS ARE LESS THAN 25' ABOVE THE GROUND, UNLESS APPROVED BY THE ENGINEER IN CONSULTATION WITH THE CITY PLANTING BOARDS.
6. THE CONTRACTOR SHALL NOT BE PERMITTED TO STORE OR DROP DOWN ANY CONSTRUCTION MATERIAL INCLUDING, BUT NOT LIMITED TO, LUMBER, FUEL, AND OIL CONTAINERS, PRESSURE WASHING EQUIPMENT, FITTINGS, EMBLEMATICS, HAND TOOLS, HOSES, RECEPTACLES, AND ASPHALT WITHIN ANY EXISTING ROW, GREEN STRIP.

GI-129

CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE
STANDARD FOR 15'x3' R.O.W. GREENSTRIP TYPE 2
- NO CONNECTION TO SEWERS

GI-129

08-05-2015
DATEP. E. F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PLAN

3'L x 1'W x 3'H GABION FILLED WITH
OPEN-GRADED STONE STRIP; EVEN
WITH EDGE OF APRON

NOTES:

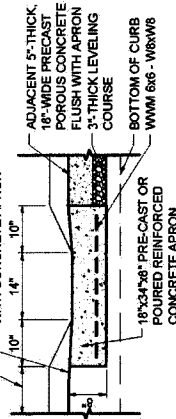
1. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AND REPLACE THE ADJACENT EXISTING SIDEWALK FLAG TO NEARLY IDENTICAL QUALITY BEYOND THE LIMITS OF THE BIOSWALE. THE CONTRACTOR SHALL REPLACE THAT SIDEWALK IN KIND IN FULL COMPLIANCE WITH THE SUPPLY SECTIONS OF STANDARD HIGHWAY SPECIFICATION.

EXTENT OF NEW CURB VARIES PER FIELD CONDITION

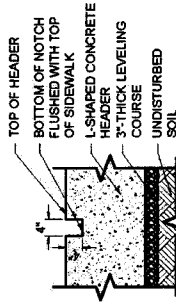
HEIGHT OF ADJACENT ASPHALT PAVEMENT FLUSH WITH CONCRETE APRON

1. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AND REPLACE THE ADJACENT EXISTING SIDEWALK FLAG TO NEARLY SIDEWALK (172) BEYOND THE LIMITS OF THE SIDEWALK. THE CONTRACTOR SHALL REPLACE THAT SIDEWALK IN KIND IN FULL COMPLIANCE WITH THE APPLICABLE SECTIONS OF STANDARD HIGHWAY SPECIFICATION.
2. THE CONTRACTOR SHALL REMOVE AND RESTORE ONE-AND-A-HALF (1 1/2) FOOT WIDTH OF THE WEAR COURSE AND ONE-AND-A-HALF (1 1/2) FOOT WIDTH OF ROADWAY CONCRETE PAVEMENT BASE ALONG THE CURB LINE AND ADJACENT TO THE EXISTING SIDEWALK. REPAIRS ARE REQUIRED ALL WORK MUST BE COMPLETED IN FULL COMPLIANCE WITH THE APPLICABLE SECTIONS OF STANDARD HIGHWAY SPECIFICATIONS.
3. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PLANTING PERMITS FROM THE NEW YORK DEPARTMENT OF PARKS AND RECREATION (DPR) AND NYC DEPARTMENT OF TRANSPORTATION (DOT) PRIOR TO THE START OF WORK.
4. NO TREE SHALL BE REMOVED BY THE CONTRACTOR UNTIL SPECIFICALLY ORDERED IN WRITING TO DO SO BY THE ENGINEER AND WITH APPROVAL FROM DPR.
5. THE CONTRACTOR SHALL NOT BE PERMITTED TO OPERATE AUXILIARY EQUIPMENT (GENERATORS OR COMPRESSORS), UNDER THE BRANCHES OF TREES WHERE THE BRANCHES ARE LESS THAN 25' ABOVE THE GROUND, UNLESS APPROVED BY THE ENGINEER IN CONSULTATION WITH THE CERTIFIED ARBORIST.
6. THE CONTRACTOR SHALL NOT BE PERMITTED TO USE ANY DOWNY CONSTRUCTION MATERIAL INCLUDING, BUT NOT LIMITED TO, LUMBER, FUEL, AND OIL CONTAINERS, PILES AND/OR PIPES, FITTINGS, SCARIFIERS, HAND TOOLS, HOSES, RECEPTACLES, AND ASPHALT WITHIN ANY EXISTING R.O.W. GREEN STRIP.

SECTION D-D



SECTION F-F
TYPICAL NOTCH AT HEADER

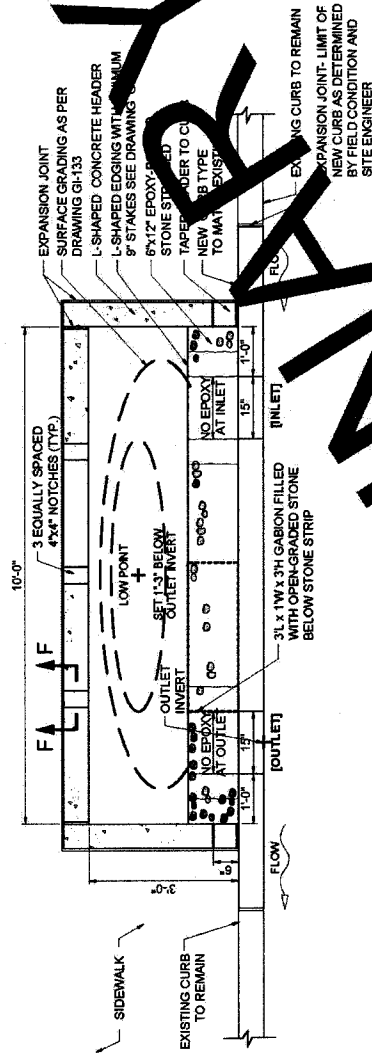


P. E., F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

GI-132

GI-132

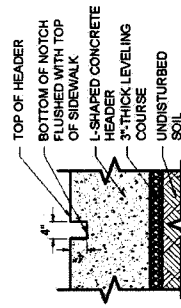
CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE
STANDARD FOR 10'x3' R.O.W. GREENSTRIP TYPE 3
- NO CONNECTION TO SEWERS



PLAN

NOTES:

1. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AND REPLACE THE ADJACENT EXISTING SIDEWALK FLAS TO NEAREST EXPANSION JOINT. THE CONTRACTOR SHALL REPLACE THAT SIDEWALK IN KIND IN FULL COMPLIANCE WITH THE APPLICABLE SECTIONS OF STANDARD HIGHWAY SPECIFICATION.
2. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PLANTING PERMITS FROM THE NYC DEPARTMENT OF PARKS AND RECREATION (DPR) PRIOR TO THE START OF WORK.
3. NO TREE SHALL BE REMOVED BY THE CONTRACTOR UNTIL SPECIFICALLY ORDERED IN WRITING TO DO SO BY THE ENGINEER AND WITH APPROVAL FROM DPR.
4. THE CONTRACTOR SHALL NOT BE PERMITTED TO OPERATE AUXILIARY EQUIPMENT WHICH GENERATES EXHAUST OR OTHER HEAT UPWARD (E.G., GENERATORS AND COMPRESSORS), UNDER THE BRANCHES OF TREES WHERE THE BRANCHES ARE LESS THAN 25' ABOVE THE GROUND, UNLESS APPROVED BY THE ENGINEER IN CONSULTATION WITH THE CERTIFIED ARBORIST.
5. THE CONTRACTOR SHALL NOT BE PERMITTED TO STORE STOCKPILE DOWN OR CONSTRUCTION MATERIAL INCLUDING, BUT NOT LIMITED TO, LUMBER, FUEL, AND OIL CONTAINERS, PILES, AND/OR PIPE, BAGS, PALETTE, AND TOOLS, MACHINES, RECEPTACLES, AND ASPHALT WITHIN ANY EXISTING R.O.W. GREEN STRIP.

SECTION F-F
TYPICAL NOTCH AT HEADER

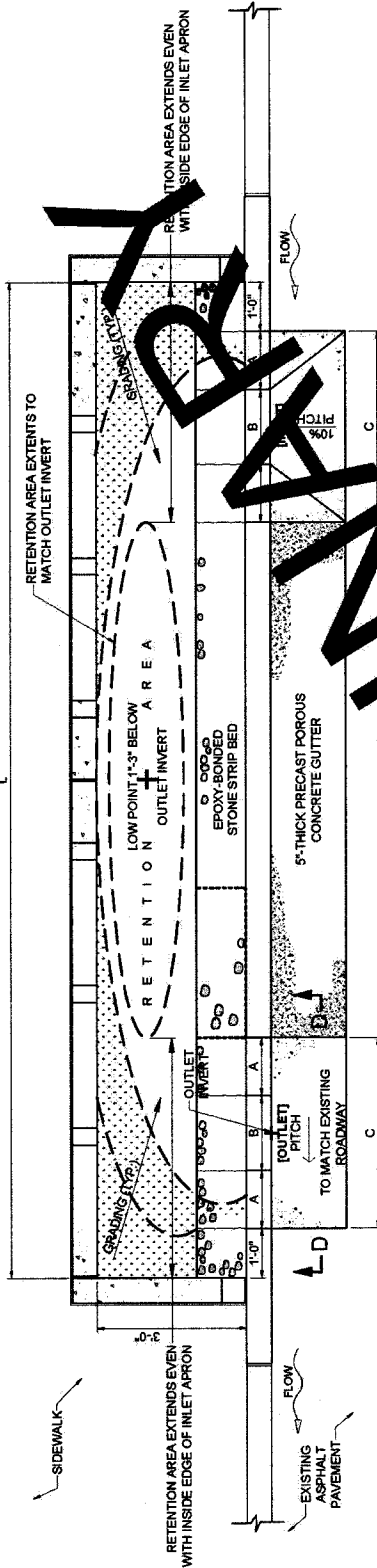
P. E. F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

08-05-2015
DATE

GI-133

CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE
SURFACE GRADING & DIMENSION SCHEDULE PLANS FOR R.O.W. GREENSTRIPS
- NO CONNECTION TO SEWERS

GI-133



GRADING NOTES:

1. ALL SURFACE GRADING TO TAPER TOWARDS THE LOW POINT.
2. CONTOUR LINES SHOWN ON THIS DRAWING ARE SCHEMATIC.
3. ONLY AND DEPEND ON THE STREET GRADE.

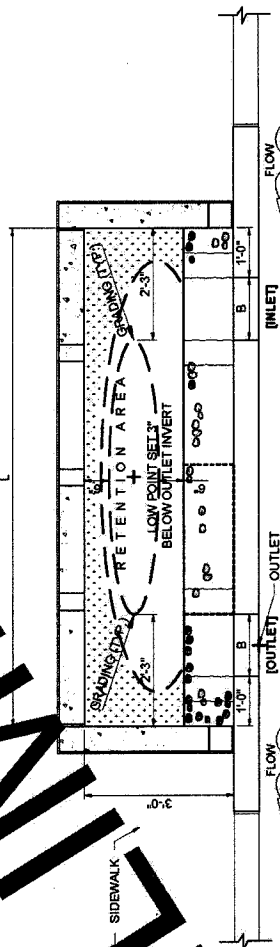
R.O.W. GREEN STRIP		INLET/OUTLET DIMENSIONS			PLANTING PLAN	
LENGTH (L)	TYPE	A	B	C	TYPE / PAGE NUMBER	
17' ≤ L ≤ 20'	TYPE 1	14"	18"	3'-10"	GI-501A & B	TYPE 1
13' ≤ L ≤ 17'	TYPE 2	10"	14"	2'-10"	GI-502A & B	TYPE 2
10' ≤ L ≤ 13'	TYPE 3	NA	15"	NA	GI-503A & B	TYPE 3

DIMENSION AND PLANTING PLAN SCHEDULE

DIMENSION AND PLANTING NOTES:

1. STANDARD CROSS-SECTIONAL DETAIL AND DIMENSIONS PER THE R.O.W. GREEN STRIP TYPE SCHEDULE.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR WILL CONFIRM THE LEVELS OF THE R.O.W. GREEN STRIP TO PREVENT FLOODING.

TYPE 1 & TYPE 2 GRADING PLAN



TYPE 3 GRADING PLAN

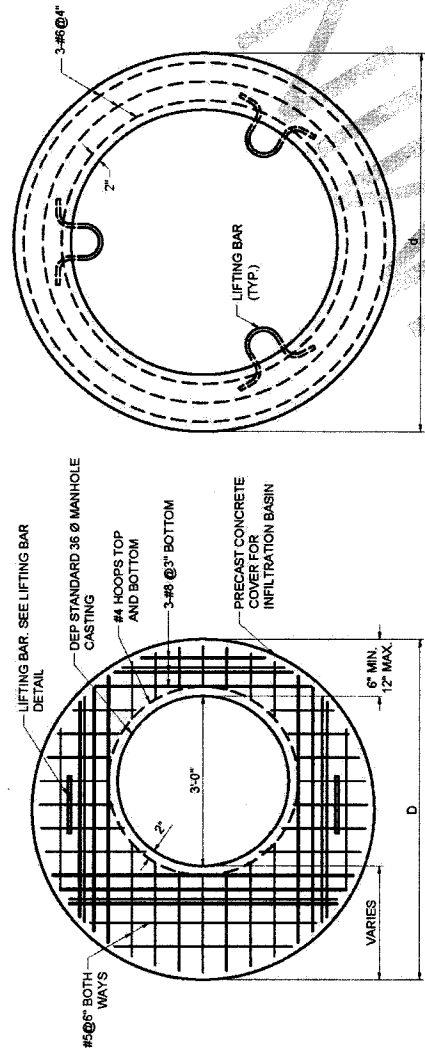
P. E. F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

08-05-2015
DATE

GI-205

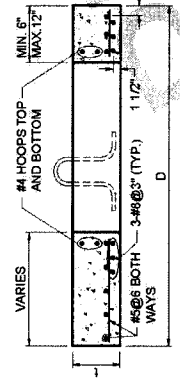
CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF GREEN INFRASTRUCTURE
STANDARD DETAILS FOR R.O.W. STORMWATER INFILTRATION BASIN
CIRCULAR REINFORCED CONCRETE SLAB AND FOOTING

GI-205

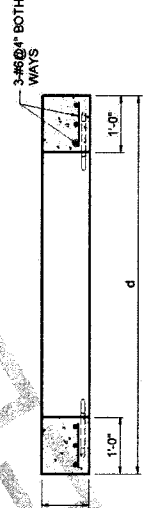


PLAN OF CIRCULAR SLAB

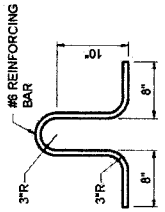
PLAN OF PRECAST CIRCULAR FOOTING RING



SECTION IN CIRCULAR SLAB
DETAIL A



SECTION IN PRECAST CIRCULAR FOOTING RING
DETAIL B



LIFTING BAR DETAIL

PRECAST INFILTRATION BASIN SCHEDULE				
PRECAST RING TYPE	HEIGHT	VOLUME, CF	VOLUME, GAL	1% IN
D = 4'-0" O.D.				
SOLID	2'-0"	17.4	130	4"
PERFORATED*	3'-0"	26.2	195	4"
D = 6'-0" O.D.				
SOLID	2'-0"	45.0	337	4"
PERFORATED*	3'-0"	67.0	496	4"
D = 8'-0" O.D.				
SOLID	2'-0"	84.4	631	4"
PERFORATED*	3'-0"	126.7	947	4"

* REFER TO THE MANUFACTURER'S SPECIFICATIONS FOR OPENING DETAILS

PRECAST INFILTRATION BASIN SCHEDULE

PRECAST CIRCULAR SLAB (FT)	PRECAST CIRCULAR FOOTING RING (FT)	THICKNESS (IN)
D	d	t
4'-0"	4'-6"	10"
6'-0"	6'-6"	10"
8'-0"	8'-6"	10"

NOTE: IN NO CASE SHALL "d" BE LESS THAN THE OUTSIDE DIAMETER OF THE INFILTRATION BASIN

CIRCULAR SLAB AND FOOTING SCHEDULE

P. E. F. ASCE
ASSISTANT COMMISSIONER, OFFICE OF GREEN INFRASTRUCTURE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
08-05-2015
DATE



Department of Transportation

JANETTE SADIK-KHAN, Commissioner

OCMC TRAFFIC STIPULATIONS**November 21, 2013**

OCMC FILE NO: CEC-13-533
 CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
 PROJECT: BIOSWALE INSTALLATION, CITYWIDE
 LOCATION(S): VARIOUS, CITYWIDE

PERMISSION IS HEREBY GRANTED TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. **BIKE SHARE STATIONS**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
4. **BUS STOPS** – THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
5. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
6. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
7. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
8. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
9. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
10. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
11. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
12. **STIPULATION CHANGES** – IF ANY OF THESE REQUIREMENTS, INCLUDING THE REQUIREMENTS LISTED BELOW, CANNOT BE MET, A REQUEST FOR MODIFICATIONS SHALL BE SUBMITTED IN WRITING TO OCMC-STREETS BY THE ENGINEER-IN-CHARGE FOR THE AGENCY PERFORMING THE WORK TO DETERMINE THE APPROPRIATE MAINTENANCE AND PROTECTION OF TRAFFIC.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street - 7th Floor, New York, NY 10041
 T: 212.839.9621 F: 212.839.8970
www.nyc.gov/dot

OCMC FILE NO: BNEC-13-533
 CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
 PROJECT: VARIOUS, CITYWIDE

B. MAINTENANCE AND PROTECTION OF TRAFFIC

DEFINITION: For the purposes of this traffic stipulation sheet, the term "Critical Roadways" shall pertain to those roadways listed in the NYCDOT Highway Rules, where work restrictions apply during specific hours of the day.

NON-CRITICAL ROADWAYS

ROADWAYS UP TO 44 FEET IN WIDTH:

- Working hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC-Streets should be contacted in writing by the engineer-in-charge only if they are requesting a waiver and consideration to work during the restricted hours.
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- During work hours, the contractor shall fully close the sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk.
- During working hours, the contractor shall maintain one 11-foot lane for traffic on one-way streets, and two 11-foot lanes for traffic, (one 11-foot lane in each direction) on two-way streets.
- After working hours, the contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited. If a pedestrian walkway in the roadway is used, it shall be ramped at entry for handicapped access. All crosswalks must be opened to pedestrians.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

ROADWAYS 45 FEET OR GREATER IN WIDTH:

- Working hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC-Streets should be contacted in writing by the engineer-in-charge only if they are requesting a waiver and consideration to work during the restricted hours.
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- The contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- During working hours, the contractor shall occupy 11-feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one way streets and two 11-foot lanes for traffic (one 11-foot lane in each direction) on two-way streets.
- After working hours, the contractor may occupy 8-feet adjacent to curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

CRITICAL ROADWAYS

NOTE: on some critical roadways with high pedestrian/vehicular volumes (e.g. Times Square, Downtown Brooklyn, Queensboro Plaza) OCMC-Streets reserves the right to determine the appropriate maintenance and protection of traffic in consultation with the engineer-in-charge for the agency performing the work. In these locations, the stipulations identified in CEC-13-533 may not be used.

- Working hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday.
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC-Streets should be contacted in writing by the engineer-in-charge only if they are requesting a waiver and consideration to work during the restricted hours.
- The contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- During working hours, the contractor shall occupy 11-feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one way streets and two 11-foot lanes for traffic (one 11-foot lane in each direction) on two-way streets.

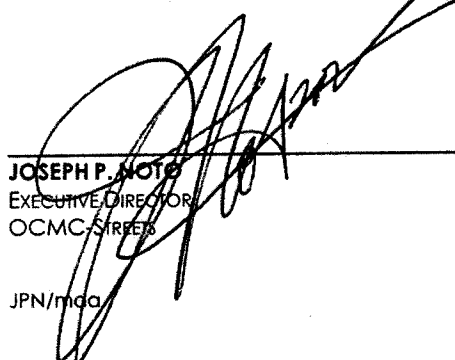
November 21, 2013
Page 3 of 3

OCMC FILE NO: BNEC-13-533
CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
PROJECT: VARIOUS, CITYWIDE

- After working hours, the contractor may occupy 8-feet adjacent to curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

C. GENERAL NOTES

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
3. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
4. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
5. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
6. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
7. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
9. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.
10. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.



JOSEPH P. NOTE
EXECUTIVE DIRECTOR
OCMC-STREETS

JPN/mca



Department of Transportation

POLLY TROTTERBERG, Commissioner

OCMC TRAFFIC STIPULATIONS - AMENDMENT # 1**SEPTEMBER 12, 2014**

OCMC FILE NO: CEC-13-533
 CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
 PROJECT: BIOSWALE INSTALLATION, CITYWIDE

LOCATION(S): VARIOUS, CITYWIDE

STIPULATIONS ORIGINALLY DATED **November 21, 2013** GRANTING PERMISSION TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, IS HEREBY AMENDED AS FOLLOWS:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. **BIKE SHARE STATIONS**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
4. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
5. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
6. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT IMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
7. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
8. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
9. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.
10. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
11. **STIPULATION CHANGES** – IF ANY OF THESE REQUIREMENTS, INCLUDING THE REQUIREMENTS LISTED BELOW, CANNOT BE MET, A REQUEST FOR MODIFICATIONS SHALL BE SUBMITTED IN WRITING TO OCMC-STREETS BY THE ENGINEER-IN-CHARGE FOR THE

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street - 7th Floor, New York, NY 10041
 T: 212.839.9621 F: 212.839.8970
www.nyc.gov/dot

AMENDMENT #1

OCMC FILE NO: CEC-13-533
 CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
 PROJECT: BIOSWALE INSTALLATION, CITYWIDE

September 12, 2014
 Page 2 of 4

B. MAINTENANCE AND PROTECTION OF TRAFFIC

DEFINITION: For the purposes of this traffic stipulation sheet, the term "Critical Roadways" shall pertain to those roadways listed in the NYCDOT Highway Rules, where work restrictions apply during specific hours of the day.

NON-CRITICAL ROADWAYS**ROADWAYS UP TO 44 FEET IN WIDTH:**

- Working hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC should be contacted only if the Resident Engineer is requesting a waiver and consideration to work during the restricted hours.
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- During work hours, the contractor shall fully close the sidewalk and post signs meeting NYCDOT specifications for directing pedestrians to the opposite sidewalk.
- During working hours, the contractor shall maintain 1-11 foot lane for traffic on one-way streets, and 2-11 foot lanes for traffic, 1-11 foot lanes in each direction, on two-way streets.
- After working hours, the contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent to the work zone for pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited. If a pedestrian walkway in the roadway is used, it shall be ramped at entry for handicapped access. All crosswalks must be opened to pedestrians.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

ROADWAYS 45 FEET OR GREATER IN WIDTH:

- Working hours shall be as follows: 7:00 AM to 6:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC should be contacted only if the Resident Engineer is requesting a waiver and consideration to work during the restricted hours.
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- The contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent to the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited. All crosswalks must be opened to pedestrians.
- During working hours, the contractor shall occupy 11 feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one-way streets and two 11-foot lanes for traffic (one 11-foot lane in each direction) on two-way streets.
- After working hours, the contractor may occupy 8 feet adjacent to the curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

AMENDMENT #1

OCMC FILE NO: CEC-13-533
 CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
 PROJECT: BIOSWALE INSTALLATION, CITYWIDE

September 12, 2014
 Page 3 of 4

B. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)**CRITICAL ROADWAYS**

NOTE: On some critical roadways with high pedestrian/vehicular volumes (e.g. Times Square, Downtown Brooklyn, Queensboro Plaza) OCMC-Streets reserves the right to determine the appropriate maintenance and protection of traffic in consultation with the engineer-in-charge for the agency performing the work. In these locations, the stipulations identified in CEC-13-533 may not be used.

- Working hours shall be as follows: 9:00 AM to 4:00 PM, Monday to Friday (9:00 AM to 2:00 PM, Monday to Friday if working within a school zone) and 8:00 AM to 4:00 PM Saturday
- Should "No Standing" rush hour regulations apply adjacent to/or opposite the construction zone, work is restricted during the hours specified on the posted regulation. OCMC should be contacted only if the Resident Engineer is requesting a waiver and consideration to work during the restricted hours.
- A school variance (VAR001) is granted to work during school hours as stipulated by OCMC-Streets. The contractor must notify the school principal in writing 48 hours prior to beginning any work.
- The contractor shall maintain either a minimum 5-foot clear sidewalk or a 5-foot protected pedestrian walkway in the roadway adjacent to the work zone for pedestrians. The pedestrian walkway shall be ramped at entry for handicapped access. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- During working hours, the contractor shall occupy 11 feet of the roadway adjacent to the curb, including the pedestrian walkway, while maintaining one 11-foot lane for traffic on one-way streets and two 11-foot lanes for traffic (one 11-foot lane in each direction) on two-way streets.
- After working hours, the contractor may occupy 8 feet adjacent to the curb, including the pedestrian walkway, and all crosswalks must be opened to pedestrians. Occupancy of no stopping zones, no standing anytime zones and authorized parking is prohibited.
- The contractor shall not work on opposite sidewalks/curbs simultaneously.

C. GENERAL NOTES

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. **ALL OTHER STIPULATIONS UNDER ORIGINAL NYCDOT STIPULATIONS SHEET CEC-13-533 DATED 11/21/13 WHICH HAVE NOT BEEN CHANGED BY THIS AMENDMENT REMAIN IN EFFECT.**
3. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
4. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
5. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
6. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
7. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

AMENDMENT #1

OCMC FILE NO: CEC-13-533
CONTRACT NO: ALL BIOSWALE CONTRACTS, CITYWIDE
PROJECT: BIOSWALE INSTALLATION, CITYWIDE

September 12, 2014
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C. GENERAL NOTES (CONTINUED)

8. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
10. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.
11. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.



JOSEPH P. NOTO
EXECUTIVE DIRECTOR
OCMC-STREETS

DUANE C. BARRA
PROJECT MANAGER
OCMC-STREETS



THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
Telephone (212) 837-8110
FAX (212) 837-8243

Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

INTERPRETIVE MEMORANDUM # 2 February 14, 1995

***Subject: Temporary Storage and Processing of Construction and Demolition Debris
by New York City Agency Contractors***

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

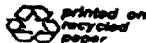
1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce
New York's Waste.

Example: Street Construction Projects

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of _____ (the "Agency")
has awarded a construction contract to _____ (Contractor)
_____ (the "Contractor") for work to be performed at _____ (Contract
Site) _____.

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated August 1, 2015) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

- (1) (A) The Contractor is advised that copies of the Standard Sewer And Water Main Specifications (dated July 1, 2014), Sewer Design Standards (dated (September 2007) Revised January 2009), Specifications For Trunk Main Work (dated July 2014) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction
 Division of Infrastructure
 Design Services, Specifications, 3rd Floor
 30-30 Thomson Avenue
 Long Island City, NY 11101

- (B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated August 1, 2015), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation
 55 Water Street, Ground Floor
 New York City, NY 10041

- (2) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (8) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the

City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.

- (9) The Contractor is notified that the fuel cost per gallon used in the formula under **Sub-Article 26.2.8** of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.
- (10) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

DATED: December 30, 2015

PROJECT ID.: GQBB09-01

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer to Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-11:**
Add the following to Subsection 10.15:

(1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Dimitrios Karounis at (718) 275-4085.

(2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

(3) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. David Reid at (718) 977-8138.

(4) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Mark Larm at (917) 335-9181.

- (2) **Refer to Subsection 10.21 - Contractor To Notify City Departments, Page I-13:**
Add the following to Subsection 10.21:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Edward Coleman, P.E., Assistant Commissioner, Engineering and Planning at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-4194 or (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. James Cruickshank at (718) 965-7739.

(5) N.Y.C. TRANSIT AUTHORITY

The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements.

Arrangements shall be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (3) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. GQBB09-01.

- (4) **Refer** to **Subsection 71.41.4 - Specific Pavement Restoration Provisions**, Page VII-67:
Add the following to **Subsection 71.41.4**:

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. GQBB09-01.

D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

- 1) Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Paragraph 13. Special Fittings:, Page 5;
Add the following to Paragraph 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF SECTION

This Section consists of six (6) pages.

EP7 - PAGES

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

NOTICE

THE PAGES CONTAINED IN THIS SECTION (EP7-PAGES) REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

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| SECTION 6.01 | - | Trench Crossings; Support And Protection Of Gas Facilities And Services. |
| SECTION 6.02 | - | Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences. |
| SECTION 6.02.1 | - | Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet. |
| SECTION 6.03 | - | Removal Of Abandoned Gas Facilities. All Sizes. |
| SECTION 6.03.1 | - | Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only) |
| SECTION 6.03.1a | - | Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only) |
| SECTION 6.04 | - | Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.) |
| SECTION 6.05 | - | Adjust Hardware To Grade By Resetting. (Road Reconstruction.) |
| SECTION 6.06 | - | Special Care Excavation And Backfilling. |
| SECTION 6.07 | - | Test Pits For Gas Facilities. |
| SECTION 6.09 | - | Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only) |
| SECTION 6.09a | - | Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only) |

IV - STANDARD SKETCHES; GAS COST SHARING WORK

- | | | |
|--------|---|--|
| NO. 1 | - | Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4'-0" Wide At Any Angle |
| NO. 1A | - | Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle |
| NO. 2 | - | Typical Methods Of Measurement For Gas Crossings |
| NO. 3 | - | Utility Crossings During Catch Basin Chute Connection Pipe Installation |
| NO. 4 | - | Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth) |
| NO. 5 | - | Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench |

V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b. Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in it's entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations

where high-early strength concrete is required under this contract to be placed adjacent to gas facilities, then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized

representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is

to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of

sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheet piling shall be used when depth of excavation exceeds five (5) feet. The sheet piling required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheet piling has been placed, the Contractor shall remove portions of the sheet piling, as necessary, enlarge the test pits as directed, and replace the sheet piling without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheet piling (if depth greater than five (5) feet), furnish and install adequate steel plates and posting

over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include

but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract

specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-in pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

**SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services
(For Con Edison Work Only)**

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a

nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied

by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

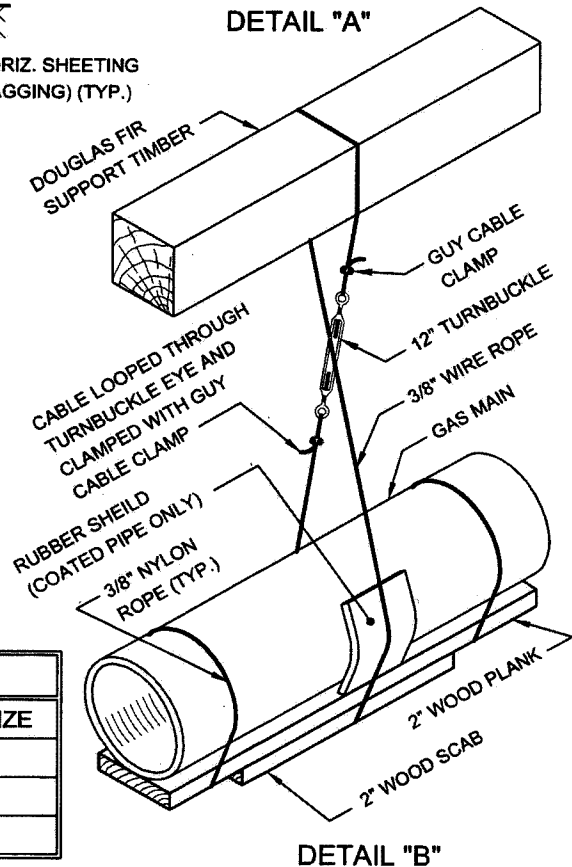
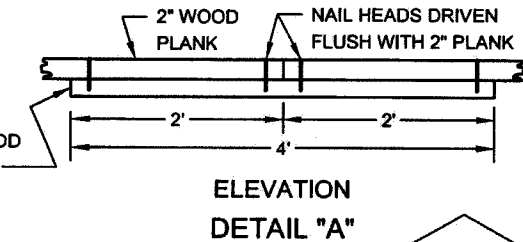
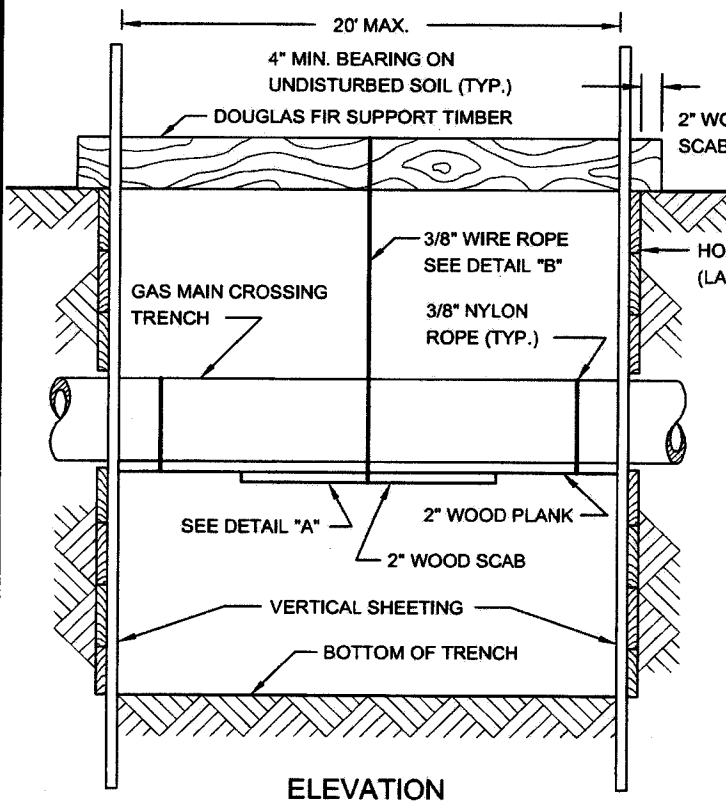
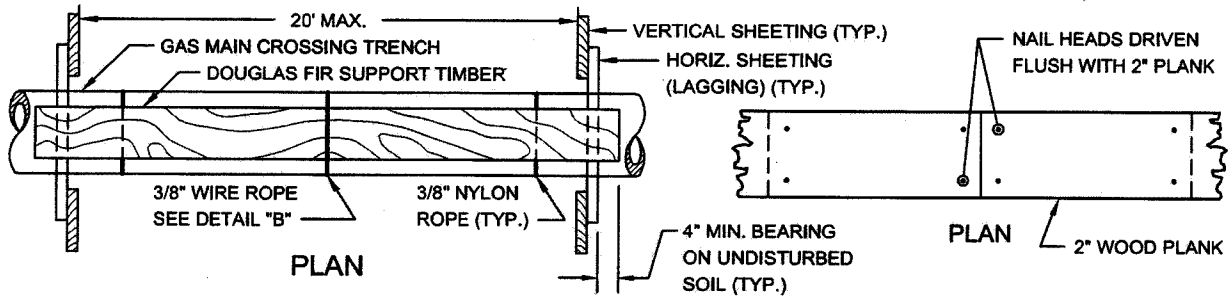
1. National Grid - \$586.90 per Service/and Visit
2. Con Edison - \$524.00 per Service/and Visit

IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

GAS COST SHARING WORK (SKETCH NO. 1) **SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING** **EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE**

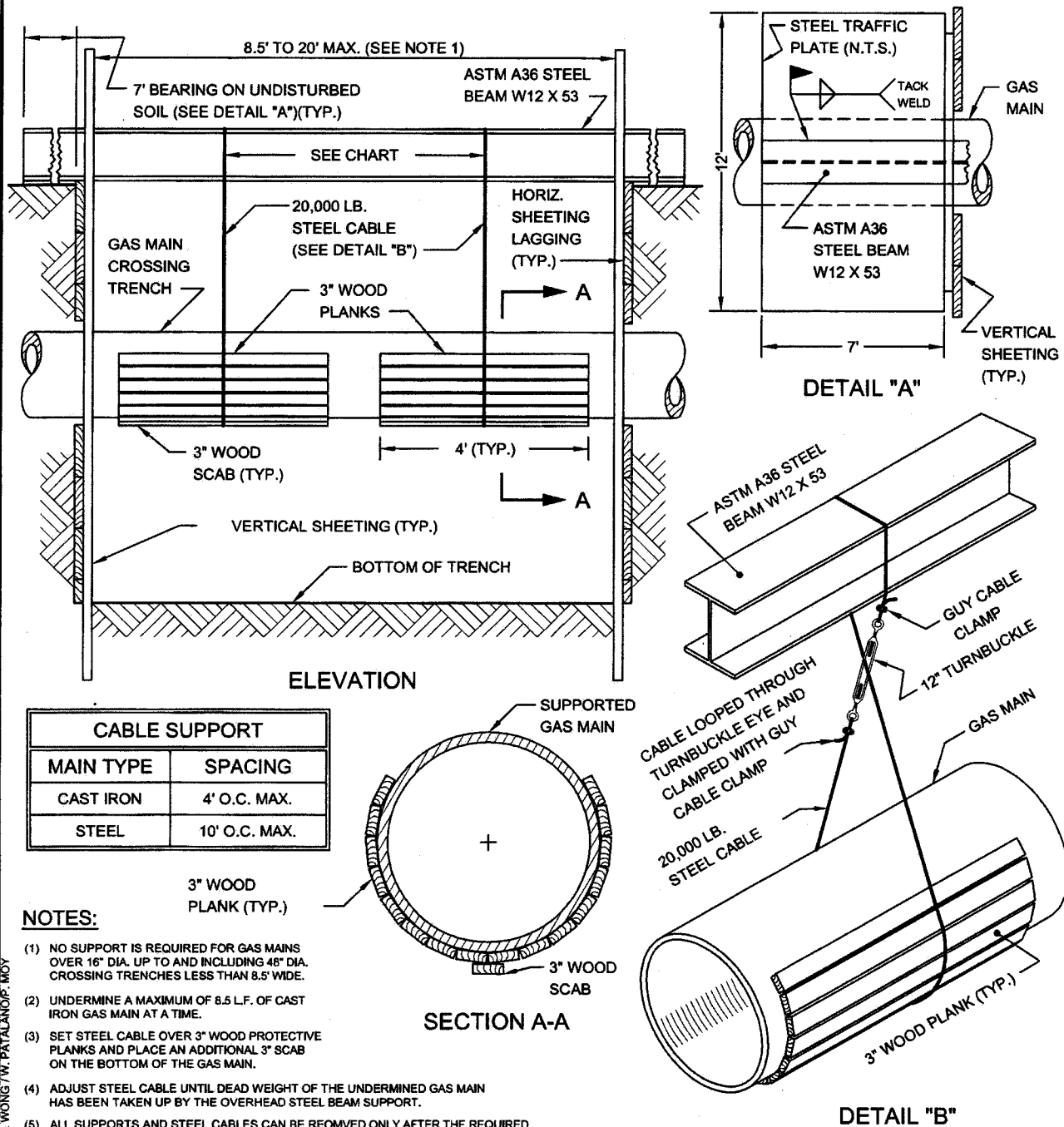


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

REVISED OCT. 2004 - L. ADRIEN
 REVISED JUNE 1998 - J. WONG / W. PATALANOP / MOY

GAS COST SHARING WORK (SKETCH NO. 1A)

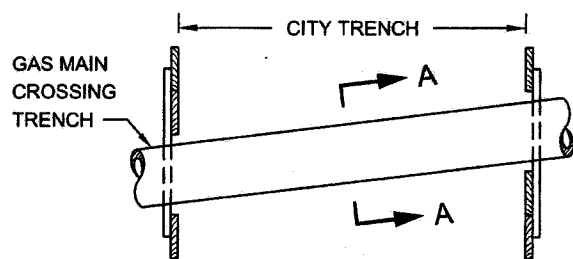
SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



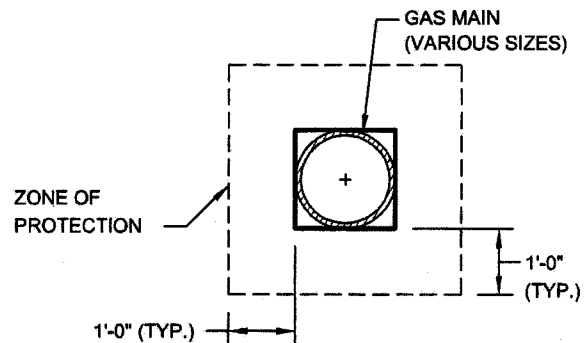
NOTES:

- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
- (2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.
- (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
- (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
- (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

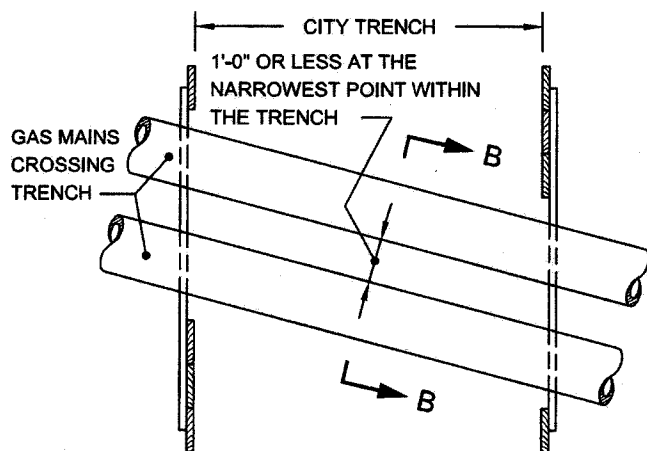
GAS COST SHARING WORK (SKETCH NO. 2) **TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS**



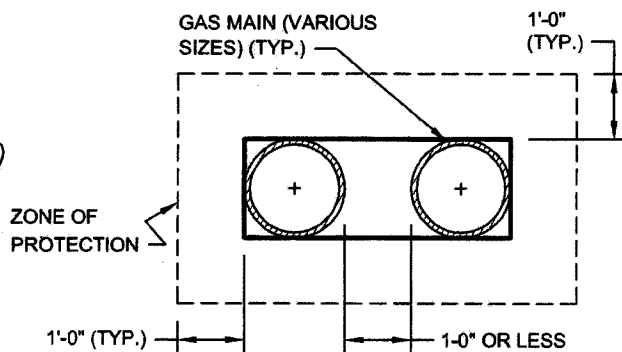
SINGLE FACILITY CROSSING



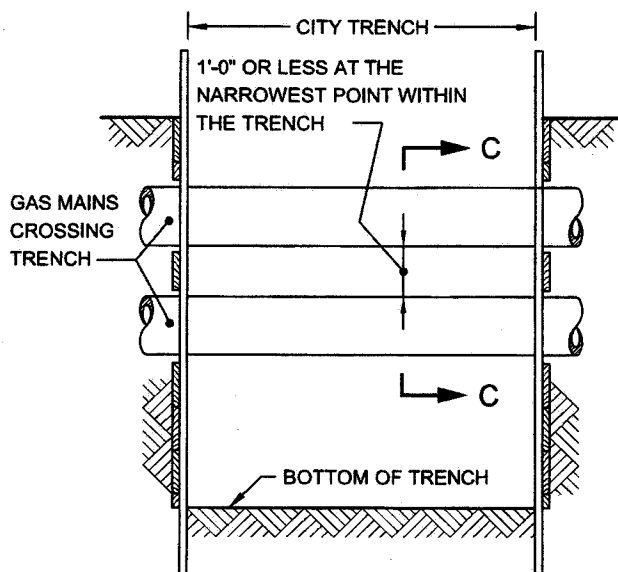
SECTION A-A



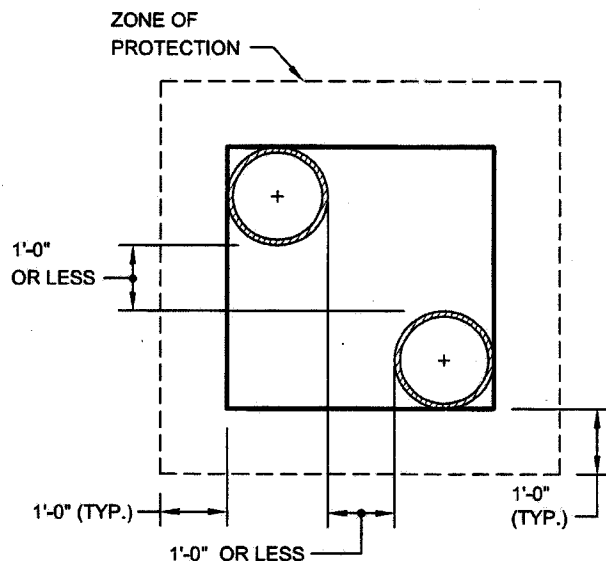
**MULTIPLE FACILITIES
 (GAS MAINS AT SAME ELEVATION)**



SECTION B-B



**MULTIPLE FACILITIES
 (ONE CROSSING AT DIFFERENT ELEVATIONS)**

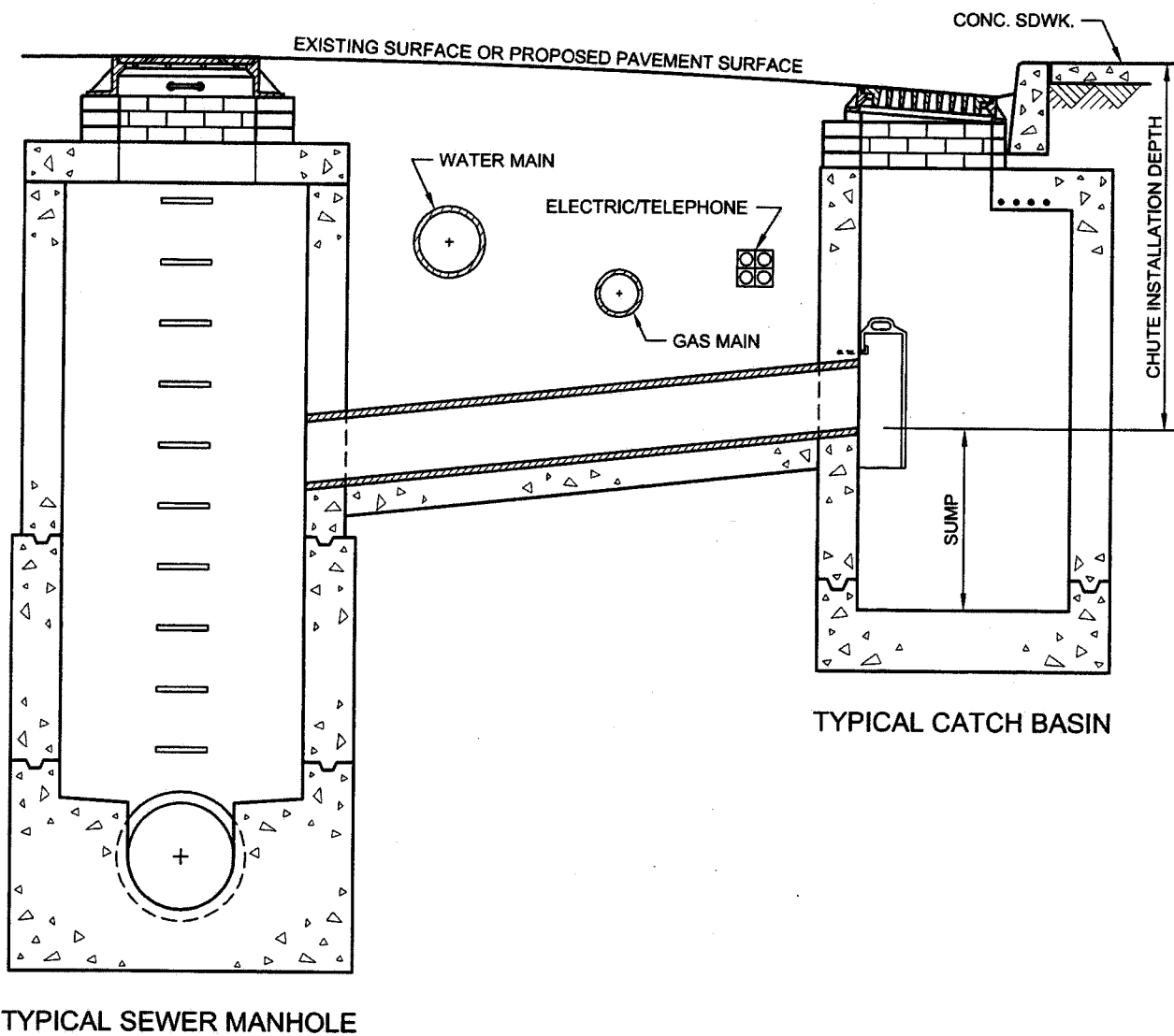


SECTION C-C

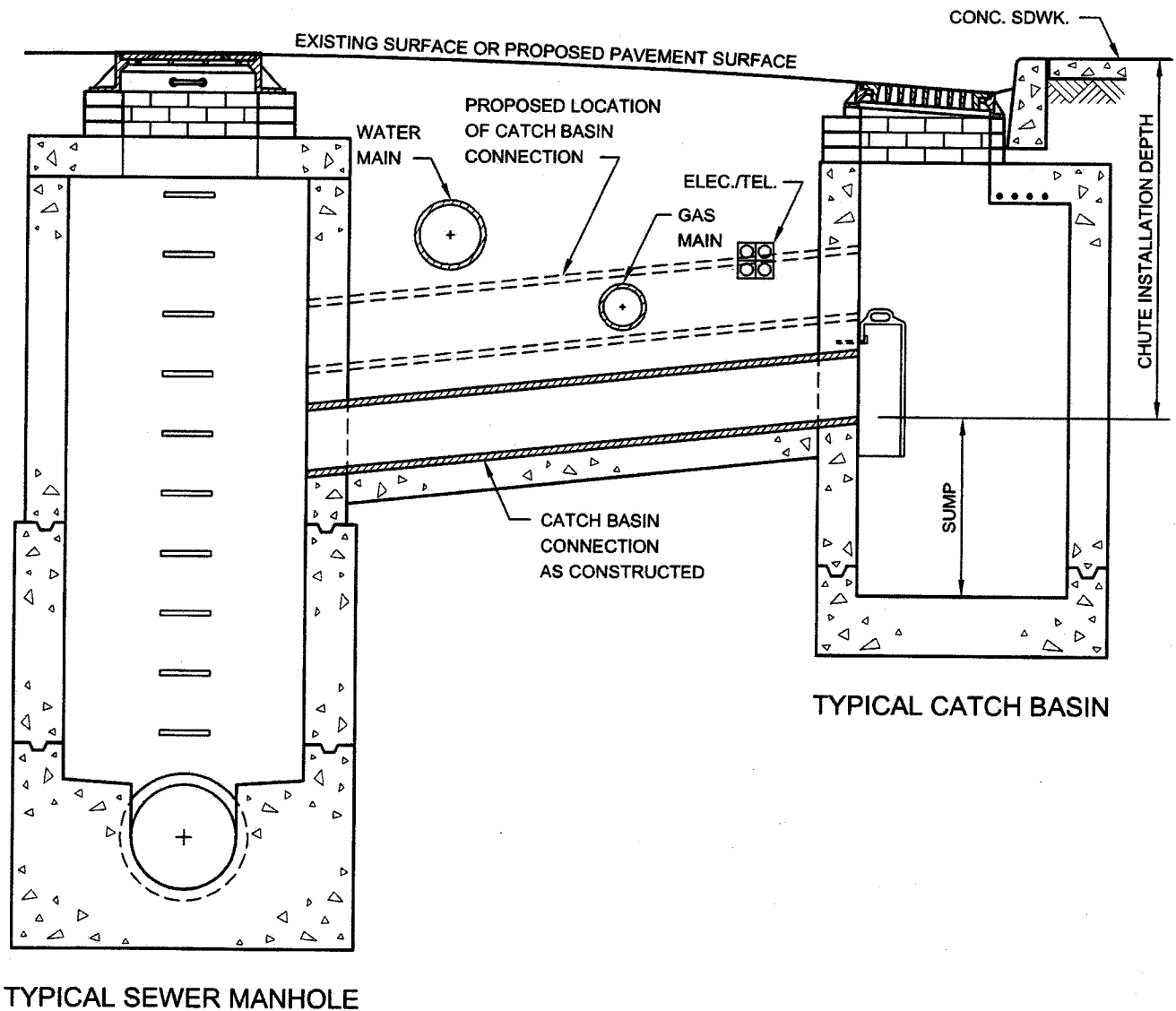
NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

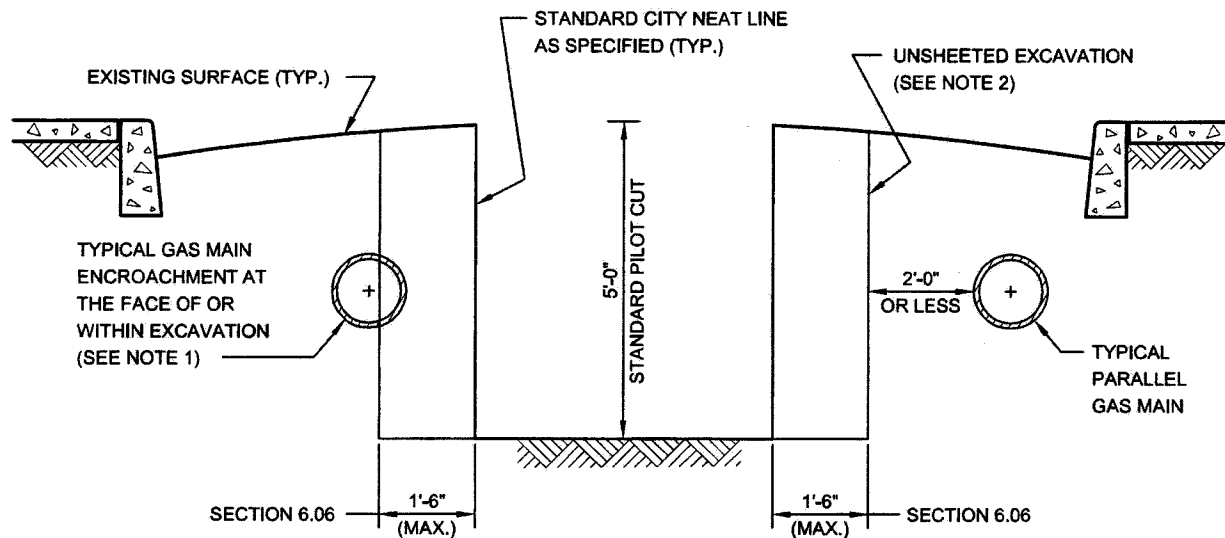
GAS COST SHARING WORK (SKETCH NO. 3) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



GAS COST SHARING WORK (SKETCH NO. 4) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



GAS COST SHARING WORK (SKETCH NO. 5) **GAS MAIN ENCROACHMENT ON AND/OR PARALLEL** **TO EXCAVATION OF UNSHEETED TRENCH**



NOTES:

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

APPLICABLE TO ALL GAS WORK:

- ALL RELOCATION WORK IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK IS TO BE PERFORMED BY CITY CONTRACTOR.
- NO CAPITAL WORK IS ANTICIPATED AT THIS TIME.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

MR. GERARD LUNDQUIST
NATIONAL GRID
287 MASPETH AVENUE
BROOKLYN, NY 11211
TEL.: 718-963-5506

MS. THERESA KONG
CONSOLIDATED EDISON
4 IRVING PLACE, 12TH FLOOR SWC
NEW YORK, NY 10003
TEL.: 212-460-4834

(NO TEXT IN THIS AREA, TURN PAGE)

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID
ITEMS QUANTITIES

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT NUMBER GQBB09-01**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

GCS-2WS 1-F.S. Gas Interferences and Accommodations
FIXED SUM (F.S. \$350,000.00)

NO TEXT THIS PAGE

U - PAGES**SECTION U (VERSION 2.0)**

NOTICE

THE PAGES CONTAINED IN THIS SECTION U VERSION 2.0 (U-PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

SECTION U VERSION 2.0

DATED: March 9, 2015

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
 - A. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages U-3 through U-13)
 - B. Schedule U-1 (Page U-14)
 - C. Schedules U-2 listing scope of utility interferences is no longer included in City contract. Such information will be part of Interference Agreement between Utility Operator and Contractor.
 - D. Section U-3 Page U-15 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010).
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:
 - A. Section U, ¶3, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.
 - B. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶3, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the

Company using its own forces or by specialty contractors retained by the Company.

- C. Section U, ¶13, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Amendment, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

1. Means and methods for City work:

- a) The Contractor is hereby notified that the utility interferences may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she will be required to perform the public work in the presence of energized electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by electric operators in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down.

2. Field inspection prior to construction:

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator will confirm the type and condition of

the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

3. Compensation for interference work:

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above, and at known locations of City contract work, that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). (Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors.

4. Interference Agreement:

1. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis for Types of Interferences encountered on this Contract in accordance to the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010, copy of which is available on demand.
2. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies.

5. *City contract work to continue without Interference Agreement :*

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City shall issue a written "48 Hours notice to Public Corporation" as prescribed by the City of New York Administrative Code", commonly referred to as "Order-Outs" and City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner.

1. Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the utility companies. These certified records may be used by the contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work. The contractor will be required to

perform City work while invoices are submitted by the contractor to the Utility companies for payment within 30 days, or while compensation disputes between contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 9.

2. All issues related to utility work and/ or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
3. The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/ or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 9.
4. The contractor will notify the Resident Engineer when utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/ or Section 24-521 as applicable.
5. Utility delays caused by utility and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).

6. *Extra utility work with Utility Agreement:*

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

1. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
2. Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 4, provides for the scope of work encountered.
3. Advise the Contractor and the City in writing that it intends to perform the necessary utility Work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.
4. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 5, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

7. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to paragraphs 6.2, or 6.4, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this section.

8. Disputed utility work covered by a utility agreement:

The City Work will continue as described in paragraph 5 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 9. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records maintained by either party for Utility work

performed pursuant to a Utility Agreement. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

9. *Arbitration of utility work:*

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- (a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- (b) No later than seven days prior to the first arbitration hearing, Company and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in paragraph 8.
- (c) The arbitration shall be conducted and concluded in two days.
- (d) On the morning of the first day of the arbitration, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Contractor questions about its claim and its presentation.
- (f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

- (g) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- (h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- (i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- (j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- (k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- (m) The parties may, at any time, settle any matter submitted to arbitration.

10. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

11. *Cost of insurance:*

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

12. *Cost of utility interference work:*

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work or any delays cost cause by such utility work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this section of the contract, if a Utility Agreement is executed between the contractor and utility company (ies). The provisions of this section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

13. *Default declaration:*

The Contractor agrees that the provisions of this section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

14. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

15. Facility operators:

The insurance requirements in Paragraph 11 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility Agreement with the contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an utility agreement between the contractor and such utility companies.

[End]

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Section U: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this Section U at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHEDULE U-1

SCHEDULE U-1

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

COMPANY NAME

CONTACT NAME

CONTACT TELEPHONE

CON EDISON

THERESA KONG

212-460-4834

TIME WARNER

JOHN PIAZZA

718-888-4261

SECTION U-3

(NO TEXT IN THIS SECTION)



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID. GQBB09-01

GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK

Contractor.

Dated _____, 20____



Department of
Design and
Construction

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID. GQBB09-01

GREEN INFRASTRUCTURE IN THE BOWERY BAY DRAINAGE AREA, STAGE 1
(CSO TRIBUTARY AREAS BB-009, BB-026, BB-013,
BB-043, BB-014 and NCB-022)

INCLUDING CURB AND SIDEWALK RECONSTRUCTION,
PAVEMENT MARKING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF QUEENS & BROOKLYN
CITY OF NEW YORK

J. Pizzinasso Landscaping Corp.
Contractor.

Dated June 28, 20 16

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

[Signature]

Acting Corporation Counsel

K.T. 2/19/16

Dated February 19, 20 16