



**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 1 OF 3

LAW

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN
REPLACEMENT AND SEWER REHABILITATION AND REPLACEMENT**

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

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY
IN-HOUSE DESIGN

January 14, 2015



15-116

3/25/15 – Add. No. 6
Revised Bid Pgs. #1

Bid Tab

| | | | |
|--------------------------|--|-------------------------|------------------------|
| Description | CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER REHABILITATION AND REPLACEMENT - BOROUGH OF QUEENS | | |
| Bid Date | 4/7/2015 | FMS ID | QEDA-001 |
| Estimated Cost | \$15,000,000.00 | Client Agency | DEP |
| Bid Security | Not less than 2% of Total Bid Price | PLA | No |
| Time Allowed | 365 CCD | Contract Manager | Melanie Sanchez |
| Addendum | 8 | Project Manager | Geyman, Alla |
| PIN | 8502015WM0009C | E-PIN | 85015B0108 |
| Selective Bidding | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Consultant | In-House |

| Bid Rank | Vendor | Bid Amount | Security Type |
|-----------------|----------------------------|-------------------|----------------------|
| 1 | MASPETH SUPPLY CO, LLC | \$12,494,625.74 | Bond |
| 2 | P & T II CONTRACTING CORP. | \$13,148,404.34 | Bond |
| 3 | LAWS CONSTRUCTION CORP. | \$13,943,000.00 | Bond |
| 4 | C.A.C. INDUSTRIES, INC. | \$14,431,456.89 | Bond |

Recorder: Brenda Barreiro ext. 1041

Approver:

Lourani Holley

Bid Tab
Pin: 8502015WM0009C



**Department of
Design and
Construction**

Andrea Glick
Deputy Commissioner
Administration

Dr. Feniosky Peña-Mora
Commissioner

John Goddard
Agency Chief
Contracting Officer

Lorraine Holley
Deputy ACCO
Competitive Sealed
Bid Contracts

June 22, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUEST

MASPETH SUPPLY CO, LLC
55-14 48th Street
Maspeth, NY 11378

RE: FMS ID: QEDA-001
E-PIN: 85015B0108001
DDC PIN: 8502015WM0009C
Construction of Accelerated Water Main
Replacement and Sewer Rehabilitation and
Replacement - Borough of Queens
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$12,494,625.74 submitted at the bid opening on April 07, 2015. 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.

GET UPFRONT CAPITAL

TO COMPETE ON CITY CONTRACTS



Contract Financing for NYC Small Businesses

NYC Business Solutions helps small businesses, including Minority or Women-owned Business Enterprises (M/WBEs), across all industries secure low-rate loans to compete on City contracts.

Whether your firm has been selected to perform a construction project, provide professional services, or supply the City with goods, businesses across all industries can access up to \$150,000 in capital to cover contract-related labor and equipment costs.

The ideal business should:

- Currently be in operation
- Have plans to bid on a City contract
- Need early-stage resources (e.g. working capital, inventory, or equipment)

Call 311 and ask for “contract financing” or visit www.nyc.gov/contractfinancing for more information

NYC
Small Business
Services

NYC BUSINESS
SOLUTIONS ←

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: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT
AND SEWER REHABILITATION AND REPLACEMENT**

Together With All Work Incidental Thereto
BOROUGH OF QUEENS

PROJECT ID: QEDA001

**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.

(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: _____

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: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER
REHABILITATION AND REPLACEMENT**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS**

Name of Bidder: Maspeth Supply Co. LLC

Date of Bid Opening: April 7, 2015

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

Place of Business of Bidder: 55-14 48 ST Maspeth N.Y.

Bidder's Telephone Number: 718 786 7000 Fax Number: 718 9375164

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 |
|---------------------|---|
| <u>HARVEY BLATT</u> | <u>17 Pound Ridge Rd PLAINVIEW N.Y.</u> |
| <u>HARVEY LYONS</u> | <u>5 BroadLawn Ave GREAT NECK N.Y.</u> |
| _____ | _____ |

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: _____

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.

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: Maspeth Supply Co. LLC

Name of Project: HUX 647B

Location of Project: Paulding Ave Area Bronx N.Y.

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

Name: Lambert Monah

Title: BRONX INFRASTRUCTURE DIRECTOR Phone Number: (718) 391-2469

Brief description of the Project completed or the Project in progress:
SEWER, WATERMANS, SIDEWALKS, DRAINAGE, ROADWAY

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

Amount of Contract, Subcontract or Sub-subcontract: 24,000,000

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: _____

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: QEDA001

PIN: 8502015WM0009C

Description and Location of Work: For The Construction Of Accelerated Water Main Replacement And Sewer Rehabilitation And Replacement, Together With All Work Incidental Thereto, Borough Of Queens.

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 7, 2015

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 7, 2015

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

BID SCHEDULE

NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 AG), excluding items beginning with the number "8.01", shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications as amended by Addendum No. 1 and Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 50.31CC15) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications dated July 1, 2014, as amended by Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.11R612) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications dated July 1, 2014, as amended by Addendum No. 2, herein Volume 3 of 3.

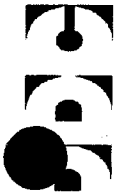
Items listed in this Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.31FN) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications dated July 1, 2014, as amended by Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "JB-" (e.g. JB-100.4(ECS)) are Joint Bid Items which shall be done in accordance with the Special Provisions, Article "E. PRIVATE UTILITY FACILITIES WORK", in Addendum No. 1 and the requirements of Addendum No. 4, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "UTL-" (e.g. UTL-6.01.8) are for Gas Cost Sharing (EP-7) work and shall comply with the requirements of Addendum No. 3, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "1.A50. thru 1.W50." shall comply with the requirements of Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "DSS" shall comply with the requirements of Addendum No. 2, herein Volume 3 of 3.



1/14/2015 12:00 AM

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

CONTRACT PIN: 8502015WM00009C
PROJECT ID: QEDA001

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 - 48

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.

3/25/2015 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: QEDA001

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|--------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 001 | 1.A50.31PC08 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) | 30.00 | L.F. | 613 | | 18390 | |
| 002 | 1.AA50.21P3C048D 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$55.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 30.00 | L.F. | 668 | | 20040 | |
| 003 | 1.B50.31PC08 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET) (FIXED UNIT PRICE TO BE 70% OF UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 50.00 | L.F. | 429 | 10 | 21455 | |
| 004 | 1.BB50.21P3C048D 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08) | 50.00 | L.F. | 479 | 10 | 23955 | |
| 005 | 1.C50.31PC10 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 20.00 | L.F. | 618 | | 12360 | |

3/25/2015 12:00 AM

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL 6 EXTENDED AMOUNT (IN FIGURES) | |
|------------------|---|--|---------------|-------------------------------------|-----|--|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 006 | 1.CC50.21P3C048D 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10) | 100.00 | L.F. | 440 | 69 | 44069 | |
| 007 | 1.D50.31PC10 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08) | 50.00 | L.F. | 434 | 10 | 21705 | |
| 008 | 1.E50.31PC10 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE 90% OF UNIT PRICE BID FOR ITEM NO. 1.D50.31PC10) | 100.00 | L.F. | 390 | 69 | 39069 | |
| 009 | 1.F50.31PC12 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 30.00 | L.F. | 623 | | 18690 | |
| 010 | 1.G50.31PC12 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08) | 150.00 | L.F. | 439 | 10 | 65865 | |

B - 5
 [REVISION # 1]

3/25/2015 12:00 AM

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 011 | 1.H50.31PC12 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10) | 190.00 | L.F. | 400 | 69 | 76131 | 10 |
| 012 | 1.J50.31PC15 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 20.00 | L.F. | 628 | | 12560 | |
| 013 | 1.J50.31PC15 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08) | 50.00 | L.F. | 444 | 10 | 22205 | |
| 014 | 1.K50.31PC15 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10) | 180.00 | L.F. | 405 | 69 | 73024 | 20 |
| 015 | 1.L50.31PC18 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$25.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 15.00 | L.F. | 638 | | 9570 | |

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 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: QEDA001

CONTRACT PIN: 8502015VWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|--|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 016 | 1.M50.31PC18 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC08) | 50.00 | L.F. | 449 | 10 | 22455 | |
| 017 | 1.N50.31PC18 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10) | 130.00 | L.F. | 410 | 69 | 53389 | 70 |
| 018 | 1.O50.21P3C024D 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 15.00 | L.F. | 648 | | 9720 | |
| 019 | 1.P50.21P3C024D 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08) | 50.00 | L.F. | 459 | 10 | 22955 | |
| 020 | 1.Q50.21P3C024D 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10) | 110.00 | L.F. | 420 | 69 | 46275 | 90 |

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|--|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 021 | 1.R50.21P3C030D 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 15.00 | L.F. | 653 | | 9795 | |
| 022 | 1.S50.21P3C030D 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08) | 50.00 | L.F. | 464 | 10 | 23205 | |
| 023 | 1.T50.21P3C030D 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10) | 100.00 | L.F. | 425 | 69 | 42569 | |
| 024 | 1.U50.21P3C036D 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08) | 15.00 | L.F. | 658 | | 9870 | |
| 025 | 1.V50.21P3C036D 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08) | 45.00 | L.F. | 469 | 10 | 21109 | 50 |

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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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|--|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 026 | 1.W50.21P3C036D 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10) | 100.00 | L.F. | 430 | 69 | 43069 | |
| 027 | 10.32A PHOTOGRAPHS | 1,290.00 | SETS | 15 | | 19350 | |
| 028 | 4.02 AB-R ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK | 15,000.00 | S.Y. | 37 | | 555000 | |
| 029 | 4.02 CA BINDER MIXTURE | 2,500.00 | TONS | 150 | | 375000 | |
| 030 | 4.02 CB ASPHALTIC CONCRETE MIXTURE | 799.00 | TONS | 200 | | 159800 | |
| 031 | 4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH) | 1,610.00 | C.Y. | 200 | | 322000 | |

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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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 032 | 4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED) | 600.00 | S.F. | 9 | | 5400 | |
| 033 | 4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED) | 1,600.00 | S.F. | 10 | | 16000 | |
| 034 | 4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER) | 2.00 | EACH | 375 | | 750 | |
| 035 | 4.16 AB TREES REMOVED (12" TO UNDER 18" CALIPER) | 2.00 | EACH | 750 | | 1500 | |
| 036 | 4.16 AC TREES REMOVED (18" TO UNDER 24" CALIPER) | 2.00 | EACH | 1250 | | 2500 | |
| 037 | 4.16 AD TREES REMOVED (24" CALIPER AND OVER) | 2.00 | EACH | 2150 | | 4300 | |

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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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS |
|-------------------|---|---|----------------|--------------------------------------|-----|--|
| | | | | DOLLARS | CTS | |
| 038 | 4.16 CA405 TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 4' X 5' TREE PITS | 2.00 | EACH | 1660 | | 3320 |
| 039 | 4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.) | 20.00 | EACH | 135 | | 2700 |
| 040 | 4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.) | 15.00 | EACH | 175 | | 2625 |
| 041 | 4.18 C MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.) | 10.00 | EACH | 240 | | 2400 |
| 042 | 4.18 D MAINTENANCE TREE PRUNING (24" CAL. AND OVER) | 4.00 | EACH | 300 | | 1200 |
| 043 | 4.21 TREE CONSULTANT | 200.00 | P/HR | 82 | | 16400 |

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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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 044 | 50.21C3C042D 42" R.C.P. CLASS III COMBINED SEWER, ON CONCRETE CRADLE | 290.00 | L.F. | 625 | | 18250 | |
| 045 | 50.21C3C048D 48" R.C.P. CLASS III COMBINED SEWER, ON CONCRETE CRADLE | 290.00 | L.F. | 645 | | 187050 | |
| 046 | 50.21M3C042D 42" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE | 290.00 | L.F. | 615 | | 178350 | |
| 047 | 50.21M3C048D 48" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE | 290.00 | L.F. | 635 | | 184150 | |
| 048 | 51.21S0A1000V STANDARD MANHOLE TYPE A-1 | 27.00 | EACH | 3500 | | 94500 | |
| 049 | 51.21S0B1000V STANDARD MANHOLE TYPE B-1 | 2.00 | EACH | 3600 | | 7200 | |

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|-------------------|--|---|----------------|--------------------------------------|-----|--|
| | | | | DOLLARS | CTS | |
| 050 | 51.41S001 STANDARD CATCH BASIN, TYPE 1 | 24.00 | EACH | 6200 | | 148,800 |
| 051 | 52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION | 240.00 | L.F. | 300 | | 72000 |
| 052 | 52.21V08 8" E.S.V.P. RISER FOR HOUSE CONNECTION | 2.00 | V.F. | 100 | | 200 |
| 053 | 52.21V10 10" E.S.V.P. RISER FOR HOUSE CONNECTION | 2.00 | V.F. | 50 | | 100 |
| 054 | 52.31V06P00 6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON E.S.V.P. SEWER | 10.00 | EACH | 525 | | 5250 |
| 055 | 52.31V08P00 8" E.S.V.P. SPUR FOR HOUSE CONNECTION ON E.S.V.P. SEWER | 4.00 | EACH | 525 | | 2100 |

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|------------------|--|--|---------------|-------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | | |
| 056 | 53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS | 2,970.00 | L.F. | 4 | | 11880 | |
| 057 | 6.02 AAN UNCLASSIFIED EXCAVATION | 1,300.00 | C.Y. | 0 | 01 | 13 | |
| 058 | 6.25 RS TEMPORARY SIGNS | 12,334.00 | S.F. | 0 | 01 | 123 | 34 |
| 059 | 6.26 TIMBER CURB | 5,000.00 | L.F. | 0 | 01 | 50 | |
| 060 | 6.28 AA LIGHTED TIMBER BARRICADES | 600.00 | L.F. | 0 | 01 | 6 | |
| 061 | 6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE) | 800.00 | L.F. | 1 1 | 50 | 1200 | |

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|------------------|---|--|---------------|-------------------------------------|-----|--|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 062 | 6.52 CG CROSSING GUARD | 4,319.00 | P/HR | 36 | | 155484 | |
| 063 | 6.55 SAWCUTTING EXISTING PAVEMENT | 62,000.00 | L.F. | 0 | 01 | 620 | |
| 064 | 6.87 PLASTIC BARRELS | 7,550.00 | EACH | 1 | | 7550 | |
| 065 | 60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55) | 1,550.00 | L.F. | 195 | | 302250 | |
| 066 | 60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | 1,600.00 | L.F. | 1 | | 1600 | |
| 067 | 60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | 20,000.00 | L.F. | 57 | | 1,140,000 | |

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|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 068 | 60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | 4,500.00 | L.F. | 98 | | 441,000 | |
| 069 | 60.12D06-IQ LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS IN QUEENS (IN IMPROVED ROADWAY AND/OR SIDEWALK LOCATIONS) | 1,460.00 | L.F. | 1 | | 1460 | |
| 070 | 60.12D06-UQ LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS IN QUEENS (IN UNIMPROVED ROADWAY AND/OR SIDEWALK LOCATIONS) | 300.00 | L.F. | 1 | | 300 | |
| 071 | 60.12D08-IQ LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS IN QUEENS (IN IMPROVED ROADWAY AND/OR SIDEWALK LOCATIONS) | 21,500.00 | L.F. | 116 | | 2,494,000 | |
| 072 | 60.12D08-UQ LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS IN QUEENS (IN UNIMPROVED ROADWAY AND/OR SIDEWALK LOCATIONS) | 990.00 | L.F. | 100 | | 99000 | |
| 073 | 60.12D12-IQ LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS IN QUEENS (IN IMPROVED ROADWAY AND/OR SIDEWALK LOCATIONS) | 4,680.00 | L.F. | 115 | | 538200 | |

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|-------------------|---|---|----------------|--------------------------------------|-----|--|
| | | | | DOLLARS | CTS | |
| 074 | 60.12D12-IQ LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS IN QUEENS (IN UNIMPROVED ROADWAY AND/OR SIDEWALK LOCATIONS) | 270.00 | L.F. | 110 | | 29,700 |
| 075 | 60.12D20-IQ LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS IN QUEENS (IN IMPROVED ROADWAY AND/OR SIDEWALK LOCATIONS) | 1,900.00 | L.F. | 160 | | 304,000 |
| 076 | 60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS | 68.00 | TONS | 9150 | | 622,200 |
| 077 | 61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 70.00 | EACH | 1365 | | 95,550 |
| 078 | 61.11DMM08 FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 65.00 | EACH | 2050 | | 133,250 |

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|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 079 | 61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 18.00 | EACH | 4000 | | 72000 | |
| 080 | 61.11DMM20 FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | 5000 | | 50000 | |
| 081 | 61.11TWC03 FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 20.00 | EACH | 1100 | | 22000 | |
| 082 | 61.11TWC04 FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 12.00 | EACH | 1240 | | 14880 | |
| 083 | 61.11TWC06 FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | 1300 | | 13000 | |

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|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 084 | 61.11TWC08 FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | 1 | | 10 | |
| 085 | 61.11TWC12 FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 7.00 | EACH | 1 | | 7 | |
| 086 | 61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 65.00 | EACH | 250 | | 16250 | |
| 087 | 61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 65.00 | EACH | 350 | | 22750 | |
| 088 | 61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 18.00 | EACH | 350 | | 6300 | |
| 089 | 61.12DMM20 SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | 1 | | 10 | |

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|-------------------|--|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 090 | 61.12TWC03 SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 20.00 | EACH | 250 | | 5000 | |
| 091 | 61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 12.00 | EACH | 250 | | 3000 | |
| 092 | 61.12TWC06 SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | 250 | | 2500 | |
| 093 | 61.12TWC08 SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 10.00 | EACH | 1 | | 10 | |
| 094 | 61.12TWC12 SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 7.00 | EACH | 1 | | 7 | |
| 095 | 62.11SD FURNISHING AND DELIVERING HYDRANTS | 65.00 | EACH | 3900 | | 253500 | |

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|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 096 | 62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS | 65.00 | EACH | 750 | | 48750 | |
| 097 | 62.13RH REMOVING HYDRANTS | 45.00 | EACH | 500 | | 22500 | |
| 098 | 62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS | 130.00 | EACH | 250 | | 32500 | |
| 099 | 63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS | 235.00 | TONS | 1730 | | 406550 | |
| 100 | 64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS | 60.00 | EACH | 350 | | 21000 | |
| 101 | 64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS | 670.00 | EACH | 125 | | 83750 | |

3/25/2015 12:00 AM

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS | CTS |
|------------------|--|--|---------------|-------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | | |
| 102 | 64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER) | 75.00 | L.F. | 200 | | 15000 | |
| 103 | 64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3- INCH DIAMETER) | 475.00 | L.F. | 150 | | 71250 | |
| 104 | 64.13WC08 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS | 20.00 | EACH | 2100 | | 42000 | |
| 105 | 64.13WC12 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS | 20.00 | EACH | 2360 | | 47200 | |
| 106 | 64.13WC20 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS | 10.00 | EACH | 3780 | | 37800 | |
| 107 | 65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS | 2,200.00 | LBS. | 0 | 01 | 22 | |

3/25/2015 12:00 AM

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|--------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 108 | 65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50 | 1,400.00 | L.F. | 0 | 50 | 700 | |
| 109 | 65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.15 | 21,000.00 | S.F. | 0 | 15 | 3150 | |
| 110 | 65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING | 250.00 | C.Y. | 1 | | 250 | |
| 111 | 7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 4,000.00 | 12.00 | MONTH | 4000 | | 48000 | |
| 112 | 7.36 PEDESTRIAN STEEL BARRICADES | 26,845.00 | L.F. | 3 | | 80535 | |
| 113 | 70.21DK DECKING | 120.00 | S.Y. | 0 | 01 | 1 | 20 |

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: QEDA001

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|--|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 114 | 70.31FN FENCING Unit price bid shall not be less than: \$ 1.75 | 3,540.00 | L.F. | 1 | 75 | 6195 | |
| 115 | 70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00 | 55.00 | C.Y. | 75 | | 4125 | |
| 116 | 70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00 | 155.00 | C.Y. | 15 | | 2325 | |
| 117 | 70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS | 680.00 | S.F. | 0 | 01 | 6 | 80 |
| 118 | 70.91SW20 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER | 1,900.00 | S.F. | 0 | 01 | 19 | |
| 119 | 73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50 | 2.00 | C.Y. | 62 | 50 | 125 | |

3/25/2015 12:00 AM

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

PROJECT ID: QEDA001

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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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS | CTS |
|-------------------|--|---|----------------|--------------------------------------|-----|--|-----|
| | | | | DOLLARS | CTS | | |
| 120 | 73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 87.50 | 26.00 | C.Y. | 87 | 50 | 2275 | |
| 121 | 73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00 | 1,100.00 | C.Y. | 20 | | 22000 | |
| 122 | 73.31AE2 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 12' TO 16' DEPTH) Unit price bid shall not be less than: \$ 15.00 | 350.00 | C.Y. | 15 | | 5250 | |
| 123 | 73.31AE3 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 16' TO 20' DEPTH) Unit price bid shall not be less than: \$ 20.00 | 80.00 | C.Y. | 20 | | 1600 | |
| 124 | 73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00 | 6,500.00 | C.Y. | 15 | | 97500 | |
| 125 | 73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00 | 280.00 | LBS. | 1 | | 280 | |

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 [REVISION # 1]

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL 6 EXTENDED AMOUNT (IN FIGURES) | |
|------------------|---|--|---------------|-------------------------------------|-----|--|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 126 | 9.32 REINFORCED SILT FENCE WITH STAKED HAY BALES | 1,000.00 | L.F. | 1 | | 1000 | |
| 127 | DSS014A1 CLEANING OF SEWER (LESS THAN 24" DIAMETER). | 2,000.00 | L.F. | 5 | 50 | 11,000 | |
| 128 | DSS014A2 CLEANING OF SEWER (24" TO 48" DIAMETER). | 1,200.00 | L.F. | 35 | | 42000 | |
| 129 | DSS014B CLEANING OF MANHOLE | 9.00 | EACH | 450 | | 4050 | |
| 130 | UTL-6.01.1 GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,040.00 | 10.00 | EACH | 1040 | | 10400 | |
| 131 | UTL-6.01.2 GAS MAIN CROSSING SEWER 30" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,770.00 | 2.00 | EACH | 1770 | | 3540 | |

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS | CTS |
|-------------------|---|---|----------------|--------------------------------------|-----|--|-----|
| | | | | DOLLARS | CTS | | |
| 132 | UTL-6.01.3 GAS MAIN CROSSING SEWER 36" THRU 42" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 2,040.00 | 2.00 | EACH | 2040 | | 4080 | |
| 133 | UTL-6.01.4 GAS MAIN CROSSING SEWER 48" THRU 54" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 2,120.00 | 2.00 | EACH | 2120 | | 4240 | |
| 134 | UTL-6.01.8 GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00 | 100.00 | EACH | 465 | | 46500 | |
| 135 | UTL-6.01.9 GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00 | 100.00 | EACH | 485 | | 48500 | |
| 136 | UTL-6.02 EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 715.00 | 20.00 | EACH | 715 | | 14300 | |
| 137 | UTL-6.03 REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00 | 6,000.00 | L.F. | 15 | | 90,000 | |

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 (REVISION # 1)

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 138 | UTL-6.03.1 REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (\$6.03) Unit price bid shall not be less than: \$ 25.00 | 300.00 | L.F. | 25 | | 7500 | |
| 139 | UTL-6.03.1A REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (\$6.03) Unit price bid shall not be less than: \$ 25.00 | 300.00 | L.F. | 25 | | 7500 | |
| 140 | UTL-6.04 ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (\$6.04) Unit price bid shall not be less than: \$ 35.00 | 150.00 | EACH | 35 | | 5250 | |
| 141 | UTL-6.05 ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05) Unit price bid shall not be less than: \$ 65.00 | 150.00 | EACH | 65 | | 9750 | |
| 142 | UTL-6.06 SPECIAL CARE EXCAVATION AND BACKFILLING (\$6.06) Unit price bid shall not be less than: \$ 180.00 | 2,000.00 | C.Y. | 180 | | 360,000 | |
| 143 | UTL-6.07 TEST PITS FOR GAS FACILITIES (\$6.07) Unit price bid shall not be less than: \$ 100.00 | 100.00 | C.Y. | 100 | | 10,000 | |

3/25/2015 12:00 AM

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

PROJECT ID: QEDA001

CONTRACT PIN: 8502015WWM0009C

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) | | COL. 6 EXTENDED AMOUNT (IN FIGURES) | |
|-------------------|---|---|----------------|--------------------------------------|-----|---|-----|
| | | | | DOLLARS | CTS | DOLLARS | CTS |
| 144 | UTL-6.09 TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS. Unit price bid shall not be less than: \$ 190.00 | 2,000.00 | C.Y. | 190 | | 380,000 | |
| 145 | UTL-GCS-2WS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 100,000.00 | 1.00 | F.S. | 100,000 | 00 | 100,000 | 00 |

SUB-TOTAL: \$ 12,457,625.74

| | | | | | | | |
|-----|---|------|------|--------|--|--------|--|
| 146 | 6.39 A MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE. | 1.00 | L.S. | 37,000 | | 37,000 | |
|-----|---|------|------|--------|--|--------|--|

TOTAL BID PRICE: \$ 12,494,625.74

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

PROJECT ID: QEDA001

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)**

\$ 12,494,625.74
PB 4/7/15

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: Maspeth Supply Co. LLC

By: Harvey Lyons - member
(Signature of Partner or corporate officer)

Attest:
(Corporate Seal)

Secretary of Corporate Bidder

NOTARY PUBLIC STATE OF NEW YORK
REG. NO. 00000000000000000000
(EXPIRES IN APRIL 2014)
COMMISSION EXPIRES 04/01/14

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

AFFIRMATION

PROJECT ID: QEDA001

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

NONE

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

Full Name of Bidder: Maspeth Supply Co LLC
Address: 55-14 48 St.
City Maspeth State New York Zip Code 11378

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

11-3493939

C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By: [Signature]
Signature

Title: member

If a corporation, place seal here

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

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

**BID BOND 1
FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS. That we, _____

Maspeth Supply Co., LLC

55-14 48th Street, Maspeth, NY

hereinafter referred to as the "Principal", and _____

Liberty Mutual Insurance Company

55 Water Street-23rd Floor, New York, NY 10041

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 Amount Bid

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

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for Contract No. QED A001; Construction of

Accelerated Water Main Replacements & Sewer Rehab., Queens, NY.

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 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 7th day of April, 2015.

(Seal)

Maspeth Supply Co., LLC

(L.S.)

Principal

By:

[Handwritten Signature]

(Seal)

Liberty Mutual Insurance Company

Surety

By:

[Handwritten Signature]
Raymond C Carman Attorney-in-Fact

BID BOND 3

ACKNOWLEDGEMENT 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

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

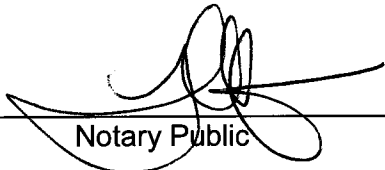
Surety Acknowledgment

State of New York

County of Nassau

On the 7 day of April, 2015 personally came Raymond C Carman to me known , who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation described in and in and which executed the above Instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

My commission expires _____



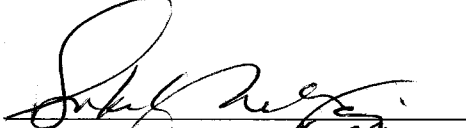
Notary Public

THERESA A. LANFRANCO
Notary Public, State of New York
No. 01LAG110977
Qualified in Suffolk County
Certified in Nassau County
Commission Expires June 1, 2016

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New York ss.
County of Kings

On this 7 day of April, 2015 before me personally appeared Harvey
Lyons to me known who being by me duly sworn, did depose and say, that he/she resides in
Nassau County, that he/she is the member of the
Maspedal Supply Co LLC, the Limited Liability Company described in and which
executed the foregoing instrument: and that he/she authorized under the Articles of Organization and the
Operating Agreement as amended and in effect this date to execute the forgoing instrument and so bind
the Limited Liability Company.


Notary Public, residing at Kings
Commission expires 5/01/2018

SUKELLY VELASQUEZ
NOTARY PUBLIC, STATE OF NEW YORK
REG # 01VE6019209
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES MAY 01, 2018

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6578897

American Fire and Casualty Company
The Ohio Casualty Insurance Company

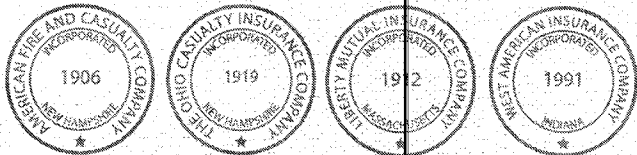
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kim Spinello; Tara Laverdiere; D. J. Scotto; Denese Thompson; Dorothy Scotto; Frank Abbatiello; Lisa Marrazzo; Louis J. Spina; Philip G. Samuels; Raymond C. Carman; Theresa A. Lanfranco

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of May, 2014.



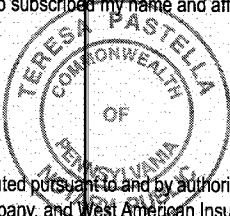
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of April, 20 15.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate, residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2013

| Assets | | Liabilities | |
|--|--------------------------------|---|--------------------------------|
| Cash and Bank Deposits | \$1,118,180,550 | Unearned Premiums | \$5,940,431,054 |
| *Bonds -- U.S Government | 1,888,225,943 | Reserve for Claims and Claims Expense | 17,305,063,560 |
| *Other Bonds | 12,039,490,815 | Funds Held Under Reinsurance Treaties | 212,659,311 |
| *Stocks | 9,030,962,112 | Reserve for Dividends to Policyholders | 1,226,236 |
| Real Estate | 251,301,907 | Additional Statutory Reserve | 63,348,980 |
| Agents' Balances or Uncollected Premiums | 4,781,042,931 | Reserve for Commissions, Taxes and Other Liabilities | 5,826,683,629 |
| Accrued Interest and Rents | 149,855,386 | Total | \$29,349,412,770 |
| Other Admitted Assets | <u>15,216,749,451</u> | Special Surplus Funds | \$55,686,852 |
| | | Capital Stock | 11,250,000 |
| | | Paid in Surplus | 7,898,288,167 |
| | | Unassigned Surplus | 7,161,171,306 |
| Total Admitted Assets | <u>\$44,475,809,095</u> | Surplus to Policyholders | <u>15,126,396,325</u> |
| | | Total Liabilities and Surplus | <u>\$44,475,809,095</u> |



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2013, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2014.

Tim Mikolajewski

Assistant Secretary

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.

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**

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;

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.

Tax ID #: _____

APT E-
PIN #: 85015B0108

**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 # | <u>85015B0108</u> | FMS Project ID#: | <u>QEDA-001</u> |
| Project Title/ Agency PIN # | <u>CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER REHABILITATION AND REPLACEMENT/8502015WM0009C</u> | | |
| Bid/Proposal Response Date | <u>APRIL 7, 2015</u> | | |
| Contracting Agency | <u>Department of Design and Construction</u> | | |
| Agency Address | <u>30-30 Thomson Avenue</u> | City | <u>Long Island City</u> State <u>NY</u> Zip Code <u>11101</u> |
| Contact Person | <u>Monika Beci</u> | Title | <u>MWBE Liaison & Compliance Analyst</u> |
| Telephone # | <u>(718) 391-1128</u> | Email | <u>BeciMo@ddc.nyc.gov</u> |

Project Description (attach additional pages if necessary)

PROJECT ID: QEDA001

FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER REHABILITATION AND REPLACEMENT

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
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>5%</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 | 5% 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 #: 11-3493939

APT E-
PIN #: 85015B0108

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? % 5

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.

MBE
MBE
MBE
MBE

| | | | |
|----|-----------------|----------|---------------|
| 1 | TV | 53.11 DR | \$ 11,880 |
| 2 | CROSSING GUARDS | 6.52 CG | \$ 155,484 |
| 3 | TRUCKING | | \$ 400,317.29 |
| 4 | Sewer cleaning | DSS014A1 | \$ 11,000 |
| 5 | | DSS014A2 | \$ 42,000 |
| 6 | | DSS014B | \$ 4,050 |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |

✓ Scopes of Subcontract Work

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 _____ |

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 one 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 programs have three years of current, successful experience in providing career opportunities.

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.

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: Maspeth Supply Co LLC

DDC Project Number: QED A 001

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.

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 |

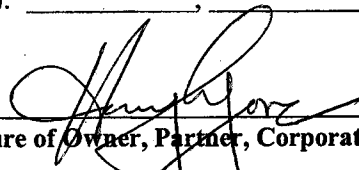
5. Safety Performance on Previous DDC Project(s)

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: 4-7-15

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

Title: member

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.

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 |
|--------------------|---------------|-------------------------|----------------|----------------------------|---|
| | | | | | |
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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 |
|--------------------|---------------|-------------------------|-------------------------|----------------------------|---|
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**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.**

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: Maspe H Supply
Bidder's Address: 55-14 48 ST maspete NY 11378
Bidder's Telephone Number: 718 786 7000
Bidder's Fax Number: 718 937 5164
Date of Bid Opening: April 7 2015
Project ID: QED A 001

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: Harvey Lyons

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, HARVEY LYONS, 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: Maspeth Supply Co LLC

Vendor's Address: 55-14 48 ST Maspeth NY 11378

Vendor's EIN or TIN: 11-3493939 Requesting Agency: DRC

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: 4-24-12

Signature date on change submission for the submitting vendor: _____

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.

RECEIVED
CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
OFFICE OF THE COMPTROLLER
OF THE CITY OF NEW YORK
12/10/13

**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



Maria Torres-Springer
Commissioner

June 9, 2015

Mr. Keith Solomon
Maspeth Supply Company, LLC
55-14 48th Street
Maspeth, NY 11378

Re: Department of Design and Construction Contract; 8502014WM002C, QED-1017; Replacement of 8 inch water mains in 234th Street to Laurelton Parkway and from Linden boulevard to 128th Street; Borough of Queens; Contract Value: \$5,118,862.31; **File Number 215CY048;**

Pin No. 8502014SE0043C, SEQ200563; Extension of storm sewers in Hartland Avenue between Union Turnpike and 86th Avenue; Borough of Queens; Contract Value: \$2,371,951.31; **File Number 215CY047; and**

Pin No. 8502015WM0009C, QEDA-001; Construction of accelerated water main replacement and sewer rehabilitation and replacement; Borough of Queens; Contract Value: \$12,494,625.74; **File Number 215CY213; Continued Certificate of Approval letter**

Dear Mr. Solomon:

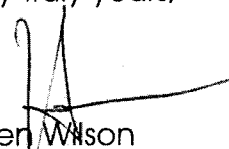
Please be advised that Maspeth Supply Company, LLC has already received notice of its approval status for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services' (DLS) Certificate of Approval letter effective May 27, 2015 for File Number 215CY192.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above-referenced contract. This approval does not extend the initial 3-year approval (**May 27, 2015 to May 26, 2018**) referred to above.

PAGE TWO
June 9, 2015

If you have any questions, please call Mr. Jacques St. Cloud at (212) 513-9233 or email her at jst.cloud@sbs.nyc.gov.

Very truly yours,



Helen Wilson
Assistant Commissioner
Division of Labor Services

cc: Lisa Middleton
Jacques St. Cloud
Melanie Sanchez
Victoria Ayo-Vaughan
FILE

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 FUNDING 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:

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 |
|---------------------------|-------------------------------|--------------------------------------|---|--------------------------------------|
|---------------------------|-------------------------------|--------------------------------------|---|--------------------------------------|

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
- 1a. Are MWBE 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 MWBEs 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 OPERATING ENGINEERS, LABORERS, CARPENTERS, PAINTERS, BLASTERS
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-3493930
Employer Identification Number or Federal Tax I.D. Email Address
8. MASPETH SUPPLY CO, LLC
Company Name
9. 55-14 AB STREET, MASPETH NY 11378
Company Address and Zip Code
10. HARRY BLATT 718 786 7000
Chief Operating Officer Telephone Number
11. SAME
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")

(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. NYC GCA

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.

YES (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

NO (b) Disability, life, other insurance coverage/description

NO (c) Employee Policy/Handbook

NO (d) Personnel Policy/Manual

NO (e) Supervisor's Policy/Manual

NO (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

YES (g) Collective bargaining agreement(s).

NO (h) Employment Application(s)

NO (i) Employee evaluation policy/form(s).

NO (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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).

no more data
added to file
10/22/2010 10:00 AM

FORM CONTRACT BID INFORMATION: USE OF SUBCONTRACTOR TRADES

1. Do you plan to subcontractor 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 |
|-----------------------|--|---------------------------------------|--|---------------------------------------|
| TO BE DETERMINED | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*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 NO. 10 OBJECTED WORKFORCE

Trade:

LABORER

Union Affiliation, if applicable

UBA 1010

Total (Col. #1-10):

0

Total Minority, Male & Female

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

0

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. | | |
|-----|---------------------|-----------------|---------------------|-------|--------------|-----------------|-----------------|-------|------------------|--------------|---------------------|-----------------|---------------------|-------|--------------|-----------------|-----------------|-------|-------------------|--------------|--|
| | White Non Hisp. | Black Non Hisp. | Hisp. | Asian | Native Amer. | White Non Hisp. | Black Non Hisp. | Hisp. | Asian | Native Amer. | White Non Hisp. | Black Non Hisp. | Hisp. | Asian | Native Amer. | White Non Hisp. | Black Non Hisp. | Hisp. | Asian | Native Amer. | |
| J | 2 | 2 | 2 | | | | | | | | | | | | | | | | | | |
| H | | | | | | | | | | | | | | | | | | | | | |
| A | | | | | | | | | | | | | | | | | | | | | |
| TRN | | | | | | | | | | | | | | | | | | | | | |
| TOT | 2 | 2 | 2 | | | | | | | | | | | | | | | | | | |

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

FEMALES

| | (1) Males | | | (2) Males | | | (3) Males | | | (4) Males | | | (5) Males | | | (6) Females | | | (7) Females | | | (8) Females | | | (9) Females | | | (10) Females | | |
|-----|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|-----------------|--------------|--|--|
| | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | White Non Hisp. | Black Non Hisp. | Native Amer. | | | |
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What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

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)





NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

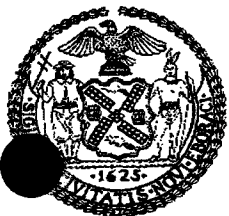
**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

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:



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY
IN-HOUSE DESIGN

January 14, 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 it 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 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.

CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURES**

INFORMATION FOR BIDDERS

SEPTEMBER 2008

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

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

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

- (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

(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

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

- (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 Bid Submission Requirements are set forth on page 2 of the Bid Booklet.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

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
Technical Support Division – Bureau of Quality Assurance and Construction Safety

Construction Safety Unit: A part of QACS within the Division of Technical Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

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

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

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

Job Hazard Assessment (JHA): A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

Jobsite Safety Coordinator: A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager’s License issued by the NYC DOB.

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.

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 CM, 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 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 precautions 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.

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- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- 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 conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to 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 and environmental 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 their workers' compensation experience modification rating and OSHA Incidence 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 update within 30 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 years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) 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 detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

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7. Recordkeeping: Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection

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- 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 inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.
- F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including all DDC 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 will be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

DECEMBER 2013

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

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WITNESSETH:

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

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

2.1.18 "**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

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

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

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

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.

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.

- 11.4.1.4 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**

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

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**;

13.9.4 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**.

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.

17.11.4 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.

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.

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**.

22.1.4(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.

22.3 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

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**

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

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

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

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.

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.

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

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**.

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:

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

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

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**.

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

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

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.

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**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

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:

63.8.4 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.

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

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

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.

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.

(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

(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.

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.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: [Signature]
Deputy Commissioner

CONTRACTOR: Masteth SUPPLY
Co, LLC

By: [Signature]
(Member of Firm or Officer of Corporation)

Title: Member

(Where Contractor is a Corporation, add):
Attest:

Secretary

(Seal)

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 30 day of June, 2015, 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, 2015

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 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 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 dispose 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.

SCHEDULE "A"
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE)

PART II. BROKER'S CERTIFICATION

[Pursuant to Article 22.3.1(a) of the Contract, every Certificate Of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate Of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

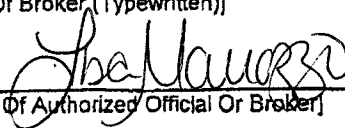
The undersigned insurance broker represents to the City of New York that the attached Certificate Of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

USI Insurance Services LLC

[Name Of Broker (Typewritten)]

333 Earle Ovington Blvd
Uniondale, NY 11553

[Address Of Broker (Typewritten)]



[Signature Of Authorized Official Or Broker]

Lisa Marrazzo, Account Executive

[Name And Title Of Authorized Official (Typewritten)]

Sworn to before me this

24th day of June, 2015



NOTARY PUBLIC

RAYMOND C. CARMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5617975
Qualified in Nassau County
My Commission Expires January 31, 2019

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | | |
|--|--|--|
| <p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Maspeth Supply Co., LLC 55-14 48th Street Maspeth, NY 11378</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | | <p>1b. Business Telephone Number of Insured 718 786-7000</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 11-3493939</p> |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>NYC Department of Design and Construction 30-30 Thomson Avenue, 4th Floor Long Island City, NY 11101</p> | | <p>3a. Name of Insurance Carrier Federal Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" 0044724208</p> <p>3c. Policy effective period 04/01 /2015 to 04/01 /2016</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____ Lisa Marrazzo
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ June 24, 2015
(Signature) (Date)

Title: _____ Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-419-4117

Client#: 734069

MASPESUP1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER USI Insurance Services, LLC 333 Earle Ovington Blvd., Suite 800 Uniondale, NY 11553 | CONTACT NAME: PHONE (A/C, No, Ext): 516 419-4000 FAX (A/C, No): 877 727-5171 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Starr Indemnity & Liability Com NAIC # 38318 INSURER B : Federal Insurance Company 20281 INSURER C : American Guarantee & Liability 26247 INSURER D : INSURER E : INSURER F : | |
| INSURED Maspeth Supply Co LLC 55-14 48th Street Maspeth, NY 11378 | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|-----------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | 1000025198141 | 06/01/2015 | 06/01/2016 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | SISIPCA08263714 | 06/01/2015 | 06/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | 1000020988 | 06/01/2015 | 06/01/2016 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | 0044724208 | 04/01/2015 | 04/01/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Excess Liability | | AEC595491201 | 06/01/2015 | 06/01/2016 | \$21,000,000 xs \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: FMS ID: QEDA-001, E-Pin: 8501580108001, DDC Pin: 8502015WWM0009C - Construction of Accelerated Water Main Replacement and Sewer Rehabilitation and Replacement - Borough of Queens. The following are included as Additional Insured's as respects the Named Insured's Operations where required by written contract: The City of New York, including its officials and employees, Consolidated Edison Company of New York, National Grid, Verizon, Time Warner Cable of New York City, RCN Telecom Services of New York. (See Attached Descriptions)

| | |
|---|--|
| CERTIFICATE HOLDER NYC Department of Design and Construction 30-30 Thomson Avenue, 4th Floor Long Island City, NY 11101 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>P. Samb</i> |
|---|--|

Four (4) Executed Originals

Bond No. 015046210

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, Maspeth Supply, LLC

of 55-14 48th Street

Maspeth, NY 11378

hereinafter referred to as the "Principal,"

and, Liberty Mutual Insurance Company

55 Water Street

NYC, NY 10041

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 Twelve Million Four Hundred Ninety Four Thousand Six Hundred

Twenty Five and 74/100 Dollars

(\$ 12,494,625.74) 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

QEDA-001, Construction of accelerated water main replacement and sewer

rehabilitation and replacement - Borough of Queens

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 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

26th day of June 2015

(Seal)

Maspeth Supply, LLC (L.S.)

Principal

(Seal)

By: 

Liberty Mutual Insurance Company

Surety

(Seal)

By: 

Raymond C. Carman Surety Attorney-In-Fact

(Seal)

By: _____

Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Surety

By: _____

Bond Premium Rate Scale _____

Bond Premium Cost \$97,215.00 _____

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 _____ 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.

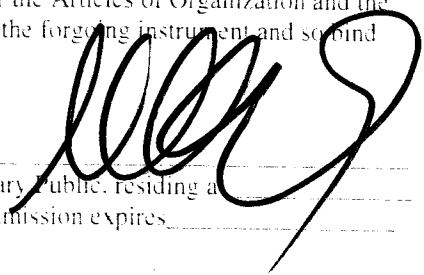
CITY OF NEW YORK
DDC

STANDARD CONSTRUCTION CONTRACT
December 2013

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New York ss.
County of Queens

On this 30 day of June, 2015 before me personally appeared Harvey
Blatt to me known who being by me duly sworn, did depose and say, that he/she resides in
Maspeth Supply Co, LLC that he/she is the Partner of the
executed the foregoing instrument, and that he/she authorized under the Articles of Organization and the
Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind
the Limited Liability Company.


Notary Public, residing at _____
Commission expires _____

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

Individual Acknowledgment

State of New York

County of _____

On this _____ day of _____, 2015, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____

Notary Public

Corporation Acknowledgment

State of _____

County of _____

On the _____ day of _____, 2015 before me personally came _____ to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in _____ that he/she/they is (are) the _____ of the _____, 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.

My commission expires _____

Notary Public

Surety Acknowledgment

State of New York

County of Nassau

On the 26th day of June, 2015 personally came Raymond C. Carman to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

DENESE THOMPSON

NOTARY PUBLIC-STATE OF NEW YORK

No. 01TH4623317

My commission expires _____ Qualified in Nassau County



My Commission Expires February 28, 20____ Notary Public



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

| Assets | | Liabilities | |
|---|--------------------------------|--|--------------------------------|
| Cash and Bank Deposits..... | \$744,221,142 | Unearned Premiums..... | \$6,288,178,795 |
| *Bonds — U.S Government..... | 1,718,117,704 | Reserve for Claims and Claims Expense..... | 16,879,324,618 |
| *Other Bonds..... | 11,205,872,087 | Funds Held Under Reinsurance Treaties..... | 211,983,009 |
| *Stocks..... | 9,533,437,819 | Reserve for Dividends to Policyholders..... | 1,246,547 |
| Real Estate..... | 277,742,849 | Additional Statutory Reserve..... | 40,877,587 |
| Agents' Balances or Uncollected Premiums..... | 4,150,041,316 | Reserve for Commissions, Taxes and Other Liabilities..... | <u>2,664,248,124</u> |
| Accrued Interest and Rents..... | 129,261,358 | Total..... | \$26,085,858,680 |
| Other Admitted Assets..... | <u>14,896,464,393</u> | Special Surplus Funds..... | \$53,954,363 |
| Total Admitted Assets..... | <u>\$42,655,158,668</u> | Capital Stock..... | 10,000,000 |
| | | Paid in Surplus..... | 8,829,117,542 |
| | | Unassigned Surplus..... | 7,676,228,083 |
| | | Surplus to Policyholders..... | <u>16,569,299,988</u> |
| | | Total Liabilities and Surplus..... | <u>\$42,655,158,668</u> |



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6579004

American Fire and Casualty Company
The Ohio Casualty Insurance Company

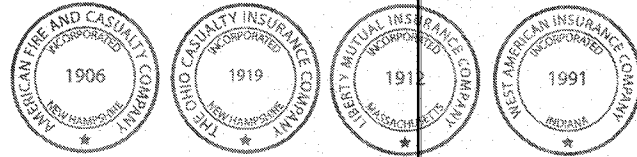
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kim Spinello; Tara Laverdiere; D. J. Scott; Denese Thompson; Dorothy Scott; Frank Abbatiello; Lisa Marrazzo; Louis J. Spina; Philip G. Samuels; Raymond C. Carman; Theresa A. Lanfranco

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of May 2014.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

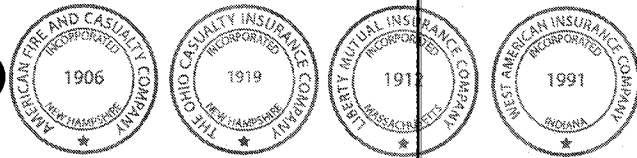
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of June, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Four (4) Executed Originals

Bond No. 015046210

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, Maspeth Supply, LLC
of 55-14 48th Street
Maspeth, NY 11378

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
55 Water Street
NYC, NY 10041

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

Twelve Million Four Hundred Ninety Four Thousand Six Hundred
Twenty Five and 74/100 Dollars

(\$ 12,494,625.74) 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 QEDA-001, Construction of accelerated water main replacement and sewer rehabilitation and replacement - Borough of Queens

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 placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its 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.

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 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 26 day of June, 2015.

(Seal)

Maspeth Supply, LLC (L.S.)

Principal

By: 

(Seal)

Liberty Mutual Insurance Company

Surety

By: 

Raymond C. Carman, 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 _____ 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

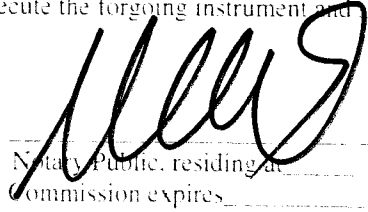
Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified 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.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New York ss.
County of Queens

On this 30 day of June 2015 before me personally appeared Harvey
Blatt to me known who being by me duly sworn, did depose and say, that he/she resides in
Queens that he/she is the Partner of the
the Limited Liability Company described in and which
executed the foregoing instrument; and that he/she authorized under the Articles of Organization and the
Operating Agreement as amended and in effect this date to execute the forgoing instrument and to bind
the Limited Liability Company.


Notary Public, residing at _____
Commission expires _____

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

Individual Acknowledgment

State of New York

County of _____

On this _____ day of _____, 2015, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____

Notary Public

Corporation Acknowledgment

State of _____

County of _____

On the _____ day of _____, 2015 before me personally came _____ to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in _____ that he/she/they is (are) the _____ of the _____, 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.

My commission expires _____

Notary Public

Surety Acknowledgment

State of New York

County of Nassau

On the 26th day of June, 2015 personally came Raymond C. Carman to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

DENESE THOMPSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TH4623317

My commission expires _____ Qualified In Nassau County

My Commission Expires February 28, 2019 Notary Public





LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2014

| Assets | | Liabilities | |
|---|--------------------------------|--|--------------------------------|
| Cash and Bank Deposits..... | \$744,221,142 | Unearned Premiums..... | \$6,288,178,795 |
| *Bonds — U.S Government..... | 1,718,117,704 | Reserve for Claims and Claims Expense..... | 16,879,324,618 |
| *Other Bonds..... | 11,205,872,087 | Funds Held Under Reinsurance Treaties..... | 211,983,009 |
| *Stocks..... | 9,533,437,819 | Reserve for Dividends to Policyholders..... | 1,246,547 |
| Real Estate..... | 277,742,849 | Additional Statutory Reserve..... | 40,877,587 |
| Agents' Balances or Uncollected Premiums..... | 4,150,041,316 | Reserve for Commissions, Taxes and Other Liabilities..... | <u>2,664,248,124</u> |
| Accrued Interest and Rents..... | 129,261,358 | Total..... | <u>\$26,085,858,680</u> |
| Other Admitted Assets..... | <u>14,896,464,393</u> | Special Surplus Funds..... | \$53,954,363 |
| | | Capital Stock..... | 10,000,000 |
| | | Paid in Surplus..... | 8,829,117,542 |
| | | Unassigned Surplus..... | 7,676,228,083 |
| Total Admitted Assets..... | <u>\$42,655,158,668</u> | Surplus to Policyholders..... | <u>16,569,299,988</u> |
| | | Total Liabilities and Surplus..... | <u>\$42,655,158,668</u> |



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6579003

American Fire and Casualty Company
The Ohio Casualty Insurance Company

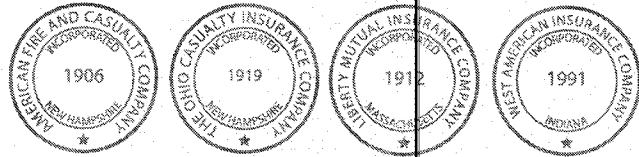
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kim Spinello; Tara Laverdiere; D. J. Scott; Denese Thompson; Dorothy Scott; Frank Abbatiello; Lisa Marrazzo; Louis J. Spina; Philip G. Samuels; Raymond C. Carman; Theresa A. Lanfranco

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of May 2014.



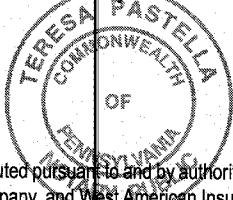
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of JUNE, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 |

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

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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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.45**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.70**

Supplemental Benefit Rate per Hour: **\$39.69**

Blaster (Hydraulic)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.49**

Supplemental Benefit Rate per Hour: **\$39.69**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.45

Supplemental Benefit Rate per Hour: \$41.31

Supplemental Note: For time and one half overtime - \$61.37; For double overtime - \$81.43.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$44.10

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.38**

Supplemental Benefit Rate per Hour: **\$26.17**

Supplemental Note: **\$28.92 on Saturdays; \$31.67 on Sundays & Holidays**

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

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.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

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

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.

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

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$38.60

Supplemental Note: Over 40 hours worked: time and one half rate \$13.53, double time rate \$18.04

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Electrician "A" (Day Shift)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Swing Shift)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$62.19

Supplemental Benefit Rate per Hour: \$54.07

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$63.36

Supplemental Benefit Rate per Hour: \$56.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$93.29

Supplemental Benefit Rate per Hour: \$57.97

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$95.04

Supplemental Benefit Rate per Hour: \$60.91

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$69.66

Supplemental Benefit Rate per Hour: \$59.59

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$70.97

Supplemental Benefit Rate per Hour: \$62.78

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.80

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.46

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$23.00

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$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: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$22.01

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$41.25

Supplemental Benefit Rate per Hour: \$22.54

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$40.20

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$22.14

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$34.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$49.34

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$51.86

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: \$40.18
Supplemental Benefit Rate per Hour: \$37.73

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: \$40.93
Supplemental Benefit Rate per Hour: \$39.46

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: \$34.40
Supplemental Benefit Rate per Hour: \$34.00

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: \$35.05
Supplemental Benefit Rate per Hour: \$35.51

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 3/16/2015

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$28.78**

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: **\$46.92**

Supplemental Benefit Rate per Hour: **\$30.91**

Overtime Description

For Service Work: Double time - all work 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: \$57.46 on overtime
Shift Wage Rate: **\$85.49**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.84**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$65.34**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$54.04**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$35.55**

Supplemental Benefit Rate per Hour: **\$17.65**

Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$29.41**

Supplemental Benefit Rate per Hour: **\$17.65**

Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$25.54**

Supplemental Benefit Rate per Hour: **\$17.65**

Overtime Description

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$62.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$67.70**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$108.32**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.10**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **51.75** overtime hours

Shift Wage Rate: **\$112.16**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$72.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$115.74**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.63**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$113.01**

Operating Engineer - Road & Heavy Construction V

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$57.46**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$91.94**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.63**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$71.41**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$66.45**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$106.32**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$64.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$102.94**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$61.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$98.45**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$105.22**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$64.04**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$102.46**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$54.17**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$86.67**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$70.32**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$41.76**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$56.16**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.28**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$65.83**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$69.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$64.26**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$63.58**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$49.88**

Supplemental Benefit Rate per Hour: **\$44.10**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 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: 7/1/2014 - 10/31/2014

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$35.09**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$43.59**

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.85**

Supplemental Benefit Rate per Hour: **\$35.59**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$56.98**

Supplemental Benefit Rate per Hour: **\$34.81**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.70**

Supplemental Benefit Rate per Hour: **\$45.77**

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.85**

Supplemental Benefit Rate per Hour: **\$34.88**

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

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$50.85**

Supplemental Benefit Rate per Hour: **\$34.21**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$51.15**

Supplemental Benefit Rate per Hour: **\$34.87**

Marble Finisher

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$39.99**

Supplemental Benefit Rate per Hour: **\$33.34**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$40.26**

Supplemental Benefit Rate per Hour: **\$33.90**

Marble Polisher

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$35.96**

Supplemental Benefit Rate per Hour: **\$25.92**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$36.25**

Supplemental Benefit Rate per Hour: **\$26.28**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$34.99**

Supplemental Benefit Rate per Hour: **\$21.10**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$24.18**

Supplemental Benefit Rate per Hour: **\$15.42**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$48.44**

Supplemental Benefit Rate per Hour: **\$50.52**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.15**

Supplemental Benefit Rate per Hour: **\$9.66**

Journey person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 9/30/2014

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$33.58

Effective Period: 10/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.75

Supplemental Benefit Rate per Hour: \$34.58

Painter - Power Tool

Effective Period: 7/1/2014 - 9/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$33.58

Effective Period: 10/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.19**

Supplemental Benefit Rate per Hour: **\$35.15**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.32**

Supplemental Benefit Rate per Hour: **\$35.15**

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.24**

Supplemental Benefit Rate per Hour: **\$35.15**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PLASTERER

Plasterer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.43**

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.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$38.27
Supplemental Benefit Rate per Hour: \$12.84

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2014 - 6/30/2015

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.78**

Supplemental Benefit Rate per Hour: **\$23.38**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$44.20**
Supplemental Benefit Rate per Hour: **\$44.10**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

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

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.56**

Supplemental Benefit Rate per Hour: **\$36.40**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

**TELECOMMUNICATION WORKER
(Voice Installation Only)**

Telecommunication Worker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.18**

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

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Tile Layer - Setter

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$49.88**

Supplemental Benefit Rate per Hour: **\$32.36**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.33**

Supplemental Benefit Rate per Hour: **\$45.39**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$50.42
Supplemental Benefit Rate per Hour: \$44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$43.94
Supplemental Benefit Rate per Hour: \$42.55

Blasters (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$51.72
Supplemental Benefit Rate per Hour: \$46.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$49.48
Supplemental Benefit Rate per Hour: \$44.06

All Others (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$45.73
Supplemental Benefit Rate per Hour: \$40.75

Microtunneling (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$39.58
Supplemental Benefit Rate per Hour: \$35.25

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

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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.

ASBESTOS HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 78% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 89% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.45

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$29.74

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.40

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015

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: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.07

(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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: **\$13.00**
Supplemental Benefit Rate per Hour: **\$11.61**
Overtime Supplemental Rate Per Hour: **\$12.47**

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: **\$13.50**
Supplemental Benefit Rate per Hour: **\$11.62**
Overtime Supplemental Rate Per Hour: **\$12.51**

Effective Period: 5/13/2015 - 6/30/2015
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: 7/1/2014 - 5/12/2015
Wage Rate per Hour: **\$14.50**
Supplemental Benefit Rate per Hour: **\$12.13**
Overtime Supplemental Rate Per Hour: **\$13.08**

Effective Period: 5/13/2015 - 6/30/2015
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: 7/1/2014 - 5/12/2015
Wage Rate per Hour: **\$15.50**
Supplemental Benefit Rate per Hour: **\$12.64**
Overtime Supplemental Rate Per Hour: **\$13.66**

Effective Period: 5/13/2015 - 6/30/2015
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: 7/1/2014 - 5/12/2015
Wage Rate per Hour: **\$16.50**
Supplemental Benefit Rate per Hour: **\$13.15**
Overtime Supplemental Rate Per Hour: **\$14.23**

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: **\$17.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$27.00**

Supplemental Benefit Rate per Hour: **\$20.32**

Overtime Supplemental Rate Per Hour: **\$22.01**

Effective Period: 5/13/2015 - 6/30/2015

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: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$26.30**

Supplemental Benefit Rate per Hour: **\$19.96**

Overtime Supplemental Rate Per Hour: **\$21.61**

Effective Period: 5/13/2015 - 6/30/2015

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 Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: **\$25.46**

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: **\$26.94**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$25.24

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.27

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.02

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.08

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.81

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.89

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$22.49
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$28.11
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$12.97

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.12

Glazier (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$22.25

Glazier (Third Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$20.52**
Supplemental Benefit Rate per Hour: **\$16.60**

House Wrecker - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$21.67**
Supplemental Benefit Rate per Hour: **\$16.60**

House Wrecker - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$23.27**
Supplemental Benefit Rate per Hour: **\$16.60**

House Wrecker - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$25.83**
Supplemental Benefit Rate per Hour: **\$16.60**

(Mason Tenders District Council)

**IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: **\$35.15**

Iron Worker (Ornamental) - 11 -16 Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$20.99**

Supplemental Benefit Rate per Hour: **\$17.86**

Mason Tender - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$22.14**

Supplemental Benefit Rate per Hour: **\$17.86**

Mason Tender - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$23.84**

Supplemental Benefit Rate per Hour: **\$17.86**

Mason Tender - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$26.50**

Supplemental Benefit Rate per Hour: **\$17.86**

(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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$32.84**

Millwright (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$31.49**

Supplemental Benefit Rate per Hour: **\$36.18**

Millwright (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.33**

Supplemental Benefit Rate per Hour: **\$40.66**

Millwright (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.02**

Supplemental Benefit Rate per Hour: **\$46.24**

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$26.61**

Supplemental Benefit Rate per Hour: **\$16.50**

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$28.22**

Supplemental Benefit Rate per Hour: **\$16.50**

(Local #1010)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$15.76

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyman's rate

Supplemental Rate Per Hour: \$16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$22.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$11.46

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING
RENOVATION)**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$26.16

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$28.13

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$32.09

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$34.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$36.03

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$6.75

Sign Erector - Second Year: 1st Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

STEAMFITTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

STONE MASON - SETTER
(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

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.

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

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$10.41**
Supplemental Benefit Rate per Hour: **\$1.63**

Counter Attendant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$11.00**
Supplemental Benefit Rate per Hour: **\$1.63**

Kitchen Helper / Dishwasher

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$9.99**
Supplemental Benefit Rate per Hour: **\$1.63**

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.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$10.00**
Supplemental Benefit Rate per Hour: **\$1.50**

(NYC Administrative Code §6-109)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.29

Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.82

Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.94

Supplemental Benefit Rate per Hour: None

Data Entry Operator

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$16.44

Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.03

Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.31



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) 669-3622
FAX NUMBER: (212) 669-8499

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



**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
ADDENDA NOS. 1 TO 5**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

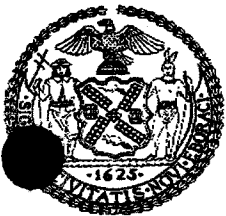
PROJECT ID: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN
REPLACEMENT AND SEWER REHABILITATION AND REPLACEMENT**

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

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
PREPARED BY
IN-HOUSE DESIGN

January 14, 2015



5-116

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 between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, November 1, 2010
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/pdf/green_infrastructure/bioswales-standard-designs.pdf

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.

Contact: Mr. Ed Durkin, Tel. (718) 624-3752

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. JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN Issued: August 1, 2005

SCHEDULE "A"**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 - INSURANCE)**PART I. REQUIRED INFORMATION**

| | |
|--|---|
| <p align="center"><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> | See Attachment 1 (page A-1 of the Bid Booklet) |
| <p align="center"><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> | See Attachment 1 (page A-1 of the Bid Booklet) |
| <p align="center"><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> | See Page SA-4 |
| <p align="center"><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> | For Each Consecutive Calendar Day Over Completion Time Specified On Each Issued Task Order: <u>\$350.00</u> |
| <p align="center"><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> | Not to Exceed <u>40%</u> of the Contract Price |
| <p align="center"><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> | <u>5%</u> of the Value of the Work |
| <p align="center"><u>CONTRACT ARTICLE 22.</u></p> <p align="center"><u>(Per Directions Indicated To The Right)</u></p> | See pages SA-5 through SA-9 |

| | |
|---|---|
| <p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR</u> <u>MAINTENANCE AND PROTECTION OF TRAFFIC</u></p> | <p>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: <u>\$250.00</u></p> <p>For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: <u>\$500.00</u></p> |
| <p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</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>For Each Calendar Day, for Each Occurrence: <u>\$250.00</u></p> |

(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 an X in a box (☒) to left will be required under this contract

| <p align="center"><u>TYPES OF INSURANCE</u> (per Article 22 in its entirety, including listed paragraph)</p> | <p align="center"><u>MINIMUM LIMITS AND SPECIAL CONDITIONS</u></p> |
|--|---|
| <p>■ Commercial General Liability Art. 22.1.1</p> | <p>The minimum limits shall be <u>\$1,000,000</u> per Occurrence and <u>\$2,000,000</u> per Project Aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <p>(1) <u>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.</u></p> <p>(2) <u>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).</u></p> <p>(3) <u>Consolidated Edison Company of New York</u></p> <p>(4) <u>National Grid</u></p> <p>(5) <u>Verizon</u></p> <p>(5) <u>Time Warner Cable Of New York City</u></p> <p>(7) <u>RCN Telecom Services Of New York</u></p> |

| | | |
|--|----------------|---|
| <input type="checkbox"/> Contractors Pollution Liability | Art. 22.1.6 | \$ _____ per occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3) |
| <input type="checkbox"/> Marine Protection and Indemnity | Art. 22.1.7(a) | \$ _____ each occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3) |
| <input type="checkbox"/> Hull and Machinery Insurance | Art. 22.1.7(b) | \$ _____ per occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3) |
| <input type="checkbox"/> Marine Pollution Liability | Art. 22.1.7(c) | \$ _____ per occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3) |

SCHEDULE "A"
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE)

PART III. BROKER'S CERTIFICATION

Pursuant to Article 22.3.3 of the **Contract**, every Certificate Of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate Of Insurance.

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate Of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

_____)
 [Name Of Broker (Typewritten)]

_____)
 [Address Of Broker (Typewritten)]

_____)
 [E-Mail Address Of Broker (Typewritten)]

_____)
 [Phone Number/Fax Number Of Broker (Typewritten)]

_____)
 [Signature Of Authorized Official Or Broker]

_____)
 [Name And Title Of Authorized Official (Typewritten)]

State of.....)
) ss.:
 County of.....)

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

 NOTARY PUBLIC FOR THE STATE OF _____

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: QEDA001

FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER
REHABILITATION AND REPLACEMENT

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

ADDENDUM NO. 1

DATED: February 24, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (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 modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Section 6.44 PO and 6.52 CG.

[Added 04-18-2011]

3. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENT**;
Delete the first three (3) paragraphs on page 219:
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 07-01-2011]

4. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**;
Delete line (b) under the first paragraph;
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

- (c) Permits from the Department of Sanitation for use of City landfills;"

9. Refer to Page 202, Subsection 4.11.3.(E) GLASS;
Add the following new Subsection 4.11.3.(F) RECYCLED PORCELAIN
AGGREGATE (RPA) :

“(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyl Kravchyk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material.”

10. Refer to Pages 218 and 219, Subsection 4.13.4.(H) PIGMENTING,
first four paragraphs;

Delete the first four paragraphs under Subsection 4.13.4.(H), in
their entirety;

Substitute the following revised four paragraphs:

“Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

‘Commercial Gray’: In commercial districts C4-4 through C4-7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield ‘Landmarks Grey’ K-157-4; L.M. Scofield ‘Cool Black No. 4’; Davis Colors No. 884-3%; Lansco Color No. 437 ‘Strong Black’ 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Grey Portland Cement; or an approved equivalent, unless otherwise specified.

16. Refer to page 112, **Subsection 3.05.3.(C)**, second paragraph;
Delete the second paragraph in its entirety;
Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."

17. Refer to page 113, first line of text, beginning with the words
"condition making up one (1) cubic yard of concrete.";
Insert the following sentence between the words "condition making up one
(1) cubic yard of concrete." and "The range of water-cement ratio within which the...":

"The calculated yield of the mix shall be within \pm 2% of the Theoretical (1) cubic yard."

18. Refer to Page 113, second paragraph beginning with the words "The
Contractor may substitute Portland cement . . .";
Delete the second paragraph under **Subsection 3.05.4.**, in its
entirety;
Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of 3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea water spray areas) of the weight of cement specified for any concrete mixture provided the Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The Contractor, immediately following but not later than eight weeks after the date of the Contractor's Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use for the various ambient temperatures anticipated during the period of concrete placement. This data shall be presented in both tabular and graphical form for those various ambient temperatures with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours for High-Early Strength Concrete."

19. Refer to Page 115, **TABLE 3.05-III - INGREDIENT MATERIALS**;
Change in the third row, second column, the type of Portland
Cement from "Type III*" to read "Type II or Type III*"

20. Refer to page 132, **Subsection 3.06.3.(D)**;
Change the words "Water shall be drawn from mains owned by The City of New York." to
read "Water shall be potable and drawn from municipal water mains."

21. Refer to page 133, **Subsection 3.07.3.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."

22. Refer to page 134, **Subsection 3.08.4.(D)**;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."

26. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**, 4th line;
Insert in the fourth line, the words "pigment when specified" between the
words "specifications, including, but not limited to," and "furnishing and installing...":

27. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**;
Insert the following two new Items to the list of Item Nos. at the
bottom of **Subsection 4.05.9**:

"4.05 ACP REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.

4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT
(BUS STOPS)(PIGMENTED) C.Y."

3. Refer to Page 367, Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU), first paragraph;

Delete the text in the first paragraph of Subsection 6.40.3., in its entirety;

Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;

Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;

Substitute the following revised requirements:

| | | | | | | |
|---|---|---|---|---|---|---|
| Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers. | 1 | 1 | 1 | 1 | 1 | 1 |
|---|---|---|---|---|---|---|

5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;

Insert the following two additional requirements:

| | | | | | | |
|--|---|---|---|---|---|---|
| Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples. | 1 | 1 | 1 | 1 | 1 | 1 |
| Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen. | - | - | 1 | 1 | 1 | 1 |

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2. (C) (c) (2) (b)**, as amended by Article 2 on page A1-2 of this Addendum;
Delete the text under **Subsection (b)**, in its entirety;
Substitute the following words: "**(b) (No Text)**."

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;
Substitute the following revised requirements:

| | | | | | | |
|--|---|---|---|---|---|---|
| Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers. | 1 | 1 | 1 | 1 | 1 | 1 |
|--|---|---|---|---|---|---|

[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 - Rodent and Waterbug Pest Control**;
Delete **Section 7.88**, in its entirety;
Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

[Added 02-08-2013]

12. (NO TEXT)

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

7.88.6. RECORDS AND REPORTS.

(A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction – Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

(C) RODENT AND WATERBUG CONTROL WORK

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

7.88.7. NONCONFORMANCE. If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

| Item No. | Item | Pay Unit |
|----------|--|----------|
| 7.88 AA | RODENT INFESTATION SURVEY AND MONITORING | L.S. |
| 7.88 AB | RODENT BAIT STATIONS | EACH |
| 7.88 AC | BAITING OF RODENT BAIT STATIONS | EACH |
| 7.88 AD | WATERBUG BAIT APPLICATION | BLOCK |

**SECTION 6.44 PO
Lane Pavement Overlay**

6.44PO.1. DESCRIPTION. This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

6.44PO.2. REFERENCES.

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

6.44PO.3. SUBMITTALS.

- A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
- B. Written and published specification for the application of the selected asphalt pavement coating.
- C. Confirmation of coating color.
- D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

6.44PO.4. MATERIALS.

The following table outlines minimum performance properties of a typical asphalt pavement coating.

| Characteristic | Test Specification | Measured result |
|---|--|---|
| Durability: Taber Abrasion resistance | ASTM D-4060 7 day cure, H-10 wheel (wet test) | < 5.0 g/1000 |
| Water sensitivity | ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery: | < 10% < 1.0% |
| Color stability | ASTM G-155 QUV 2,000 hours (CIE units) | New York City Bike Lane Green $\Delta E < 1.5$ |
| Color stability | ASTM G-155 QUV 2,000 hours (CIE units) | Brick color $\Delta E < 1.5$ |

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

6.44PO.6. MEASUREMENT. The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

6.44PO.7. PRICES TO COVER. The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

Payment will be made under:

| Item No. | Item | Pay Unit |
|----------|-------------------------------------|----------|
| 6.44 POG | GREEN BICYCLE LANE PAVEMENT OVERLAY | S.Y. |
| 6.44 POR | RED BUS LANE PAVEMENT OVERLAY | S.Y. |

Payment for flagperson "A" in Example #2, shall be deemed to be included under other items of work, as appropriate.

Where there is no scheduled item for Crossing Guard, the cost of furnishing Crossing Guards as required shall be deemed included in the unit price bid for the Maintenance and Protection of Traffic item.

Payment will be made under:

| Item No. | Item | Pay Unit |
|----------|----------------|--------------------|
| 6.52 CG | CROSSING GUARD | PERSON-HOUR (P/HR) |

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER
REHABILITATION AND REPLACEMENT**

Together With All Work Incidental Thereto

BOROUGH OF QUEENS

ADDENDUM NO. 2

DATED: December 24, 2014

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

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 November 1, 2010) 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. SPECIFIC PROVISIONS FOR WATER MAIN WORK
- B. NOTICE TO BIDDERS
- C. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- D. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- E. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK
- F. SPECIAL PROVISIONS

The attention of the Contractor is also called to the fact that the duration of the contract is three hundred sixty-five (365) days and that the City does not guarantee or stipulate that the pipe laying work will be continuous.

The Contractor may be required to install water mains, including hydrants and appurtenances, all excavations/restorations, etc. at various locations, in the borough. The Contractor will also be required to cut in additional fire hydrants as deemed needed to existing water mains, replace existing nonfunctioning and/or defective fire hydrants on existing water mains, replace existing nonfunctioning and/or defective air cock hydrants on existing trunk mains, cut in additional valves on existing water mains and/or replace existing nonfunctioning and/or defective valves on existing water mains. Task orders together with drawings/plans will be issued to the Contractor by the Commissioner or the Commissioner's duly authorized representative as applications warrant.

SPW-3 WORK COMMENCEMENT AFTER RECEIVING TASK ORDER

Following the execution of the contract, water main installation drawings/plans will be issued with each task order to the Contractor by the Commissioner or the Commissioner's duly authorized representative. The water main drawings/plans will be issued to the Contractor as applications for water service to new buildings needs, distribution/fire protection needs, water quality needs and/or service needs which may warrant water main and/or appurtenance installations.

Based upon past experience, the following are approximate proportions of the total footage of pipe installed in various streets of contract, over six (6) month periods:

| <u>Installation in Streets</u> | <u>Proportion</u> |
|--------------------------------|-------------------|
| 75' to 150' in length | 2% |
| 151' to 300' in length | 15% |
| 301' to 500' in length | 17% |
| 501' and longer in length | 66% |

The City shall not be held responsible should these percentages differ for the work to be done under this contract.

As such, this contract may include the installation or replacement of hydrants and valves, as required, and spot repairs with minimal, if any, pipe replacement. The work of installing or replacing hydrants and valves shall include but not be limited to the following:

For Replacing Existing Fire Hydrants:

(a) On Cast Iron Water Mains: Replace fire hydrant, 6-inch gate valve, 6-inch hydrant pipe connection and hydrant valve box to existing water main. Also, replace three-way connection on existing main and lengths of water main pipe for pipe restraint on each side of the three-way in accordance with **Subsection 60.12.3 (I) - Restrained Pipe Joints**. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

(b) On Ductile Iron Water Mains: Replace fire hydrant and 6-inch hydrant pipe connection to the outlet of the existing hydrant gate valve. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

For Replacing Existing Air Cock Hydrants:

On All Trunk Mains: Replace air cock hydrant and 6-inch hydrant pipe connection to the outlet of the existing hydrant gate valve. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

For Installing A New Fire Hydrant To An Existing Main:

On All Water Mains: Install fire hydrant, 6-inch gate valve, 6-inch hydrant pipe connection, hydrant valve box, install three-way connection on existing main and lengths of water main pipe for pipe restraint on each side of the three-way in accordance with **Subsection 60.12.3 (I) - Restrained Pipe Joints**. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

properly carry out the intent of this contract. The Contractor must be prepared to provide adequate personnel and equipment to perform the services specified herein at up to three (3) concurrent sites.

- (F) **NO RIGHT TO REFUSE:** The Contractor shall have no right to reject or decline to perform any Task Order issued under this contract. However, if the Contractor is unable to begin the required work for any reason, the Contractor shall so notify the Engineer by telephone as soon as possible, such notifications to be followed by an explanation in writing as to the reasons why the Contractor is unable to begin the required work.
- (G) **SUPPLEMENTARY TASK ORDERS:** The Contractor shall perform only the work specifically ordered by the Engineer in the written Task Order. The Department of Design and Construction reserves the right to order additional work through Supplementary Task Orders issued by the Engineer, as the work on the original Task Order progresses.

SPW-5 EXAMINATION AND VIEWING OF SITE, ETC.

In Contract Book, Volume 2 of 3, INFORMATION FOR BIDDERS, Page 2, Section 8 - Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions, DELETE Paragraph (A), in its entirety and **SUBSTITUTE** the following:

"(A) Contractor (Investigation) Viewing of Sites - The Contractor after issuance of task order from the Commissioner or duly authorized representative must carefully view and examine the site of the proposed work, as well as its adjacent areas, and seek other usual sources of information, for the Contractor will be conclusively presumed to have full knowledge of any and all conditions on, about or above the sites relating to or affecting in any way the performance of the work to be done under this contract which were or should have been indicated to a reasonably prudent Contractor. Upon examination of the sites and/or from other usual sources of information, the Contractor finds conditions that are unusual, and may materially affect the cost of the work to be done under this contract, the Contractor shall follow the procedure specified in INFORMATION FOR BIDDERS, Page 2, Section 8, Paragraph (B)."

SPW-6 GUARANTEED MINIMUM

In the event the Contractor is not issued any Task Orders hereunder, the City agrees to pay, and the Contractor agrees to accept, a minimum fee of two thousand dollars (\$2,000.00). The Contractor further agrees that under such circumstances, the Contractor has no action for damages or for loss of profits against the City.

fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

- (8) 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.

- (9) (A) There is no provision for "ENGINEER'S FIELD OFFICE" in this contract, as per **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 6.40 - Engineer's Field Office.**

- (10) The Contractor will be required to prepare and submit "**As Built**" sewer record drawings to the Engineer for approval, at the completion of each installation. Drawings submitted at the completion of the entire contract after all installations shall not be accepted. Approved "**As Built**" drawings shall be delivered to the Department of Environmental Protection, Chief of Emergency Construction, 59-17 Junction Boulevard, 6th Floor - High Rise, Corona, New York, 11368, Tel. No. (718) 227-1868. The following guideline is provided for the preparation of "**As Built**" sewer record drawings:

(A) Drawings shall be prepared for each individual unrelated location. The drawings shall be submitted in CADD format on CD's along with a plotted Mylar for each location drawing. The drawings on CD's and the plotted Mylar's shall be legal size (8-1/2" x 14"). The Mylar shall be 3-mil in thickness.

(B) The "**As Built**" drawings shall conform to Department of Environmental Protection (DEP) Emergency Construction Drawings (ECD). A sample copy of the ECD may be obtained at the above office together with DEP guidelines. These DEP guidelines are summarized below:

- (1) Drawings shall consist of the same legend and layout of title boxes shown on the sample ECD drawing.
- (2) Drawings shall consist of a location plan view on one sheet. The location plan view shall be drawn Not-To-Scale.
- (3) Drawings shall contain a note making reference to the datum used. (Datum used shall be that of the Borough where the sewer is located.)
- (4) Each plotted Mylar drawing shall contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.
- (5) The location plan view shall include:
 - (a) street name and two (2) crossing streets or distance from;
 - (b) north arrow;
 - (c) property lines and widths;
 - (d) curb lines and widths;
 - (e) sewers, manholes, catch basins, connections (No horizontal bends allowed on sewer lines);
 - (f) sewer sizes, materials (ESVP, RCP, DIP, etc.), and types (New, Existing, Sanitary, Storm, Combined, etc.);
 - (g) sewer length (between centerlines of manholes);
 - (h) sewer flow direction;
 - (i) offsets of sewer lines or extensions from property lines (not curb lines);
 - (j) foundations (concrete cradle, stone ballast, piles, etc.);
 - (k) manholes types (Precast, Concrete, Brick, A-1, A-2, etc.);
 - (l) manhole elevations (both rim and invert);

- (g) horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- (h) alignment and appurtenance location stationing, and deflection angles;
- (i) cover and elevations (Datum used shall be that of the Borough where work is located);
- (j) location of pipe joints;
- (k) profile of all piping;
- (l) complete details of all outlet piping roundabouts;
- (m) complete details of all blow-off connections to the sewer;
- (n) complete details of all air cocks;
- (o) location of taps and access manholes;
- (p) location of all cathodic protection stations;
- (q) Venturi sensing lines plans and profiles;
- (r) all appropriate notes.

(C) The cost of preparing and submitting "As Built" approved drawings shall be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

- (12) Any spot repair shall mean that the existing sewer at locations shall be replaced in the kind to the extent as specified by the Engineer.
- (13) The cost of sewer replacement under spot repair shall be deemed included in the price bid for item Nos. 1.A50.31PC08 - 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS), Item No. 1.B50.31PC08 - 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET) (FIXED UNIT PRICE TO BE 70% OF UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.C50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.D50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.E50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE 90% OF UNIT PRICE BID FOR ITEM NO. 1.D50.31PC10), Item No. 1.F50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.G50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.H50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.I50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.J50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.K50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.L50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$25.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.M50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.N50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.O50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.P50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO.

C. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

- (1) **Refer** to Standard Highway Specifications Volume II (November 1, 2010), Page 544:
Add the following new **Section 9.32**:

SECTION 9.32 - Reinforced Silt Fence

9.32.1. DESCRIPTION OF WORK. The Contractor shall furnish all materials, labor, equipment and incidentals necessary to construct a reinforced silt fence, comprised of a construction (limiting) fence, filter fabric, and staked hay bales, as specified herein.

Upon furnishing and installing the approved reinforced silt fence but prior to commencing any other work on-site, the Contractor shall notify the Engineer and arrange for an on-site inspection.

The reinforced silt fence shall be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

9.32.2. MATERIALS AND METHODS.

(1) Construction (Limiting) Fence: The construction (limiting) fence shall be a welded wire fence with a minimum height of six (6) feet. The fence shall be constructed of wire fabric fastened to the middle rails and to vertical line posts.

Wire fabric shall be of No. 6 gauge wire with a mesh of approximately 2-inches. The upper edge of the fabric shall be twisted and barbed. The fabric shall be securely fastened to vertical line posts and middle rails by means of ties and spaced not more than 12-inches apart on rails and not more than 14 inches apart on line posts.

Post shall have the following nominal outside diameters and minimum weights per linear foot:

- (a) Line posts 2-1/2-inches @ 3.7-lbs.
- (b) End and corner posts 3-inches @ 5.8-lbs.
- (c) Middle rails 1-5/8-inches @ 2.3-lbs.

The construction (limiting) fence shall be located where directed. The fence shall be adjusted to avoid interference with trees and to maintain access.

Line posts shall be spaced not more than 6-feet on centers. Posts shall be securely set in the ground. Line posts shall extend at least 4-feet below finished grade. Post locations shall be adjusted to avoid tree roots as appropriate.

(2) Filter Fabric: Filter fabric shall be securely attached to the vertical line posts and wire fabric, and shall be situated between the wire fabric and staked hay bales.

The filter fabric shall be purchased and delivered in a continuous roll and cut on-site to the length of the barrier(s) to avoid the use of joints. Dimensions of the roll shall be thirty-six (36) inches by one hundred (100) feet in length. When joints are necessary, filter cloth shall be spliced together only at a line post, with a minimum 6-inch overlap, and securely sealed. The filter fabric shall meet NYSDOT specifications on same, and shall be fabric #2130 as manufactured by Mutual Industries Inc., 707 W. Grange Street, Philadelphia, PA 19120, or approved equivalent.

A trench shall be excavated approximately 4-inches wide and 4-inches deep along the line of posts and up slope from the barrier. The filter fabric shall be extending into the trench, the trench backfilled, and the soil compacted over the filter fabric.

| Item No. | Item Description | Pay Unit |
|----------|---|----------|
| 9.32 | REINFORCED SILT FENCE WITH STAKED HAY BALES | L.F. |

- (d) If alarm boxes or alarm facilities are affected, the Bureau of Fire Communications must be notified immediately by the Contractor.
- (e) During the course of the work at several locations, the Contractor may be required to relocate and/or protect existing Fire Department subsurface facilities. The approximate location of Fire Department Facilities can be obtained by contacting the Bureau of Fire Communications.
- (f) All work on Fire Department facilities is to be done under direct Fire Department supervision, to the satisfaction of the Fire Department.
- (g) Standards and specifications for the work of replacing Fire Communications system are available for reference at the:

New York City Fire Department
Bureau of Fire Communications
9 Metrotech Center, 7th Floor
Brooklyn, N.Y. 11201-3857
Attention: Stephen M. Gregory
Assistant Commissioner
Bureau of Fire Communications

(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 Boulevard, Long Island City, N.Y. 11101 at (718) 786-3550, within the initial response time specified at time of notification of the task order at each ordered location.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

Special Department Of Parks And Recreation Requirements:

Department of Parks and Recreation requirements for this contract are as follows and are considered as part of this contract. The Contractor's special attention is directed to the following:

- (a) Care shall be taken to protect all existing trees. The Contractor shall ensure that all trees are protected from construction damage, and shall perform all work as directed by the Borough Forester, the Engineer and the Tree Consultant. Trees damaged as a result of the Contractor's negligent construction operation shall be replaced in accordance with Subsection 10.06. The Contractor shall be liable for such damages and shall repair and replace such trees at own expense.
- (b) The Contractor shall prune all trees shown, specified or ordered before excavation begins. All pruning of limbs and roots of existing trees shall be performed by an Arborist or firm recognized as a tree surgery or pruning specialist with three (3) years experience. The Contractor must submit the qualifications of the Arborist or firm for approval by the Borough Forestry prior to the pruning operation. The Contractor is notified that a permit for pruning is required. All work shall be performed in accordance with Subsection 10.06.
- (c) Trees shall be protected in accordance with Subsection 10.06.
- (d) The Contractor shall not be permitted to operate auxiliary equipment that generates exhaust or other heat upward (i.e. generators and compressors), under the branches of trees where the branches are less than twenty-five (25) feet above the ground. The Contractor shall not be permitted to store, stockpile, lay down or store any construction material within any existing tree pit within the canopy of any tree, or within ten (10) feet of the tree trunk, whichever is greater.
- (e) All tree work requires a permit from the Parks Departments.

the start of the work), caused by the removal of boulders, unsuitable backfill materials, existing sewers and associated sewer structures, and any other underground facilities or structures, and shall be approved clean earth or sand of low silt and clay content (less than eight (8) percent passing No. 200 sieve), free from bricks, blocks, excavated pavement materials and debris, stumps, roots and other organic matter, as well as ashes, oil and other perishable or foreign matter and shall not contain particles larger than one quarter (1/4) inch in diameter.

- (2) This backfill shall be exclusive of the normal backfill required in the trenches and excavations for proposed sewers and associated sewer structures for which payment is included therein. Payment shall be made in accordance with **Subsection 40.06.6**.

- (6) **Refer to Section 40.06 - Backfilling**, Page IV-18:
Delete from this section, paragraphs (B) and (C) of **Subsection 40.06.6 - Deficiency Of Backfill Material** in their entirety:
Substitute the following new paragraphs:

- (B) For providing acceptable select granular fill (whether natural or processed) to satisfy the requirements of **Subsection 40.06.2(D)** to fill voids left by the removal of ledge rock payment shall be made under Item No. 70.61RE - ROCK EXCAVATION. The Contractor's attention is directed to **Section 70.61 - Rock Excavation** of the specifications, and that all references to clean fill therein, shall mean select granular fill.
- (C) For providing acceptable select granular fill (whether natural or processed) to satisfy the requirements of **Subsection 40.06.2(D)** payment shall be made under Item No. 73.41AG - ADDITIONAL SELECT GRANULAR BACKFILL. The Contractor's attention is directed to **Section 73.41 - Additional Select Granular Backfill** of the specifications, with the addition that the conditions for use as specified in **Subsection 73.41.1** shall be expanded to include those specified in **Subsection 40.06.2(D)** as amended hereinbefore.

- (7) **Refer to Section 70.51 - Excavation Of Boulders In Open Cut**, Page VII-37:
Add the following new **Subsection 70.51.6**:

70.51.6 EXISTING SEWER ENCASED IN CONCRETE

The Contractor is advised that at certain locations, the existing sewer to be removed may be encased in concrete. Where this condition is encountered, the Contractor shall remove the concrete encasement from the site. The quantity, in cubic yards, to be measured for payment shall be determined by taking the total volume of the encased sewer including the cradle portion less the volume of the sewer pipe. Payment shall be made at the unit price bid for Item No. 70.51EO - EXCAVATION OF BOULDERS IN OPEN CUT and shall cover the cost of all labor, materials, plant, equipment and insurance necessary to remove the concrete encasement, together with all work incidental thereto, as directed by the Engineer. The cost of any additional backfilling required to be done in connection with this work shall be deemed included in the unit price bid for Item No. 70.51EO - EXCAVATION OF BOULDERS IN OPEN CUT.

- (8) **Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions**, Pages VII-67 and VII-68:
Add the following to **Subsection 71.41.4**:

- (E) Specific Pavement Restoration Provisions:

Upon completion, at each and every ordered location, of the reconstructed collapsed or otherwise defective storm, sanitary or combined vitrified clay pipe sewers and the backfill and compaction of all sewer and water main trenches, the Contractor shall permanently restore all roadways, sidewalks and curbs within the ordered limits of the trench width and cutbacks as follows:

1.M50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.N50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.O50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.P50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.Q50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.R50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.S50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.T50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.U50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.V50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.W50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.X50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.Y50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.Z50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.AA50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$55.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.BB50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.CC50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 60.12D20 - LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS, Item No. 60.12D12 - LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS, Item No. 60.12D08 - LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS, and Item No. 60.12D06 - LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS. No separate or additional payment will be made for any one and one-half (1-1/2) inches of asphaltic concrete wearing course, binder mixture, high-early strength concrete, reflective cracking member, tack coating, excavation of pavements, stripping or milling of existing pavements, etc. required to permanently restore the roadway over the trench width and cutbacks, cost shall be deemed included in the prices bid for the items specified herein paragraph (f).

(2) Sidewalk And Curb Restoration:

(a) The permanent sidewalk restoration over the **trench width and cutbacks only** shall consist of 4" concrete sidewalk (unpigmented) outside driveway and 7" concrete sidewalk (unpigmented)

1.S50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.T50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.U50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.V50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.W50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.X50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.Y50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.Z50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.AA50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$55.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.BB50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.CC50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 60.12D20 - LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS, Item No. 60.12D12 - LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS, Item No. 60.12D08 - LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS, and Item No. 60.12D06 - LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS. No separate or additional payment will be made for any concrete sidewalk including 6" foundation material, straight and depressed concrete and steel faced concrete curb, corner steel faced concrete curb, excavation of sidewalks and curbs, etc. required to permanently restore the sidewalk and curb over the trench width and cutbacks, cost shall be deemed included in the prices bid for the items specified herein paragraph (d).

(3) In all streets requiring water main work, the permanent pavement restoration shall be as follows:

- (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, or a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of six (6) inches of high-early strength concrete, to match the existing pavement as directed by the Engineer.

(4) The following requirements apply to the areas specified in subsection (3) above:

- (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.
- (b) Pavement excavation along with saw cutting of pavements for water main trenches shall be in accordance with **Section 71.21 - Pavement Excavation** of the Standard Sewer And Water Main Specification.

concrete wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture to match the existing pavement as directed by the Engineer. All granite or brick removed shall be delivered to the designated City Yard. The cost of all labor, materials, equipment, samples and tests required and necessary to install new pavement as described herein to replace granite block, asphalt block or brick pavement over the trench width and cutbacks shall be deemed included in the prices bid for the items specified in paragraph (1)(f) above and paragraph (2)(d) above of this section. No separate or additional payment will be made for this work.

(10) If additional roadway restoration is required and ordered in writing by the Engineer outside the ordered limits of trench widths and cutbacks the cost of all labor, materials, equipment, samples and tests required and necessary to perform this additional roadway restoration work shall be deemed included in the prices bid for Item No. 4.02 CA - BINDER MIXTURE, Item No. 4.02 CB - ASPHALTIC CONCRETE MIXTURE, and Item No. 4.04 H - CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH). Included in the prices bid for these items shall be the cost for all excavation of pavements, tack coating, removal of pavement markings and replacement with thermoplastic reflectorized pavement markings (crosswalks and lane dividers), placement and eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city owned castings. No separate or additional payment will be made for this work.

(11) If additional sidewalk restoration is required and ordered in writing by the Engineer outside the ordered limits of trench widths and cutbacks the cost of all labor, materials, equipment, samples and tests required and necessary to perform this additional sidewalk restoration shall be deemed included in the prices bid for Item No. 4.13 AAS - 4" CONCRETE SIDEWALK (UNPIGMENTED), and Item No. 4.13 BAS - 7" CONCRETE SIDEWALK (UNPIGMENTED). Included in the prices bid for these items shall be the cost for all excavation of sidewalks, 6" foundation material, etc. No separate or additional payment will be made for this work.

- (9) Refer to Page VII-104:
Add the following new **DIVISION VIII**:

DIVISION VIII
DETAILED SPECIFICATION FOR RECONSTRUCTION OF COLLAPSED OR OTHERWISE
DEFECTIVE STORM, SANITARY OR COMBINED VITRIFIED CLAY PIPE SEWERS

DSS-1 INTENT

It is intent of this contract, at all locations and areas ordered under this contract as determined by the New York City Department of Environmental Protection and as directed by the Engineer to reconstruct sections of existing collapsed or otherwise defective Storm, Sanitary or Combined Sewers in roadways, sidewalks, malls, medians, pedestrianways, easements or other non-roadway areas including the reconnection of all existing house sewers, basin connections, and the construction of new manholes as required.

The sections of existing collapsed or otherwise defective Storm, Sanitary or Combined Sewers shall be removed and reconstructed with Extra Strength Vitrified Clay Pipe on Concrete Cradle and/or Precast Reinforced Concrete Pipe on Concrete Cradle, complete, as shown, specified or required.

The Contractor, when so ordered by the Engineer, will be required to substitute the use of Ductile Iron Pipe on Stone Bedding in lieu of Extra-Strength Vitrified Clay Pipe on Concrete Cradle for the various sized pipes indicated in the Bid Schedule. The Ductile Iron Pipe shall meet all of the requirements, standards and specifications of the Department of Environmental Protection. The payment for Ductile Iron Pipe on Stone Bedding will be made under the applicable unit prices bid for the various sizes of Extra-Strength Vitrified Clay Pipe on Concrete Cradle. The substitution of 15-inch Extra-Strength Vitrified Clay Pipe will be made with 16-inch Ductile Iron Pipe.

- (E) Reconstruction Time: The Reconstruction Time shall mean the period of time within which the Contractor must complete the required Reconstruction Services. The Reconstruction Time shall be specified in the Task Order. The Contractor is advised that the Reconstruction Time shall be determined by the Department of Environmental Protection, in its sole discretion.

Time is of the essence as the public health and safety are involved. Accordingly, the Contractor shall perform the work at each and every ordered location promptly and diligently, using such means and methods of construction as will assure its expeditious and satisfactory completion without delay.

- (F) Personnel: The Contractor shall provide adequate personnel and equipment at each ordered location. Prior to the start of work the Engineer shall approve such personnel and equipment. The Engineer reserves the right to determine the personnel and equipment required to adequately and properly carry out the intent of this contract and to order personnel and equipment in excess of that normally required for the work to be done, off the job site. No payment will be made for such excess personnel and equipment. The Contractor must be prepared to provide adequate personnel and equipment to perform the services specified in **Paragraphs (C) and (D)** above at up to three (3) concurrent reconstruction sites.

- (G) No Right To Refuse: The Contractor shall have no right to reject or decline to perform any Task Order issued under this contract. However, if the Contractor is unable to begin the work of reconstruction for any reason, the Contractor shall so notify the Engineer by telephone as soon as possible, such notifications to be followed by an explanation in writing as to the reasons why the Contractor is unable to begin the required work.

- (H) Supplementary Task Orders: The Contractor shall perform only the work specifically ordered by the Engineer in the written Task Order. The Department of Environmental Protection reserves the right to order additional work through Supplementary Task Orders issued by the Engineer, as the work on the original Task Order progresses.

DSS-5 WORK INCLUDED

The Contractor shall at each and every ordered location, furnish all labor, equipment, materials and supervision, and shall perform all the work called for within each item ordered including any incidental work required for a complete and satisfactory job.

All labor, equipment and materials necessary for the proper execution and completion of each item of work called for are to be furnished and delivered by and at the cost and expense of the Contractor, and the work executed and completed in every detail whether specifically mentioned or not.

The Contractor must be prepared to do this work without prepared plans.

At each ordered location the Contractor shall remove and clean the sewer of any debris up to and including manholes on both sides of the section of sewer being reconstructed during and after the completion of the work.

DSS-6 EXISTING CONDITIONS

The Contractor is advised that the Engineer will furnish to the Contractor, where available, plans of the existing collapsed or otherwise defective Storm, Sanitary or Combined Sewers.

The Contractor is further advised that since the reconstructed sewer is to be within the same trench where the existing collapsed or otherwise defective pipe sewer was constructed, it is assumed that the original trench was backfilled with acceptable materials and that no exceptionally large boulders, or other obstructions would hinder or delay the excavation work. If boulders, rip-rap and other large objects as herein before specified in excess of one-half (1/2) cubic yard in volume are encountered during the excavation down to the top of the existing collapsed or otherwise defective pipe sewer, payment for the removal of same will be paid for at the unit price bid for Item No. 70.51EO -

Specifications. Payment for extra work for which there are classified bid item(s) shall be made under the unit price bid for the respective bid item(s). Payment for extra work for which there are no specific classified bid item(s) shall be made in accordance with **Articles 25 and 26** of the Contract.

DSS-12 INSPECTION OF MATERIALS FURNISHED

In lieu of the procedure for the inspection of materials to be furnished, as called for in **DIVISION III** of the Standard Sewer And Water Main Specifications, the City will accept certificates from the Contractor's materials suppliers stating that the materials furnished and incorporated in the work at each ordered location meets the requirement of the appropriate sections of the specifications. Such material certificates shall be provided to the Engineer by the completion date specified in the task order for each ordered location.

DSS-13 TREES TO BE REMOVED AND REPLACED

During the work of reconstructing sewers in sidewalk or mall areas, the Contractor, when ordered in writing by the Engineer and approved by the Parks Department, shall remove trees along the line of the work. The cost of all the labor and materials required to remove trees, as directed, shall be deemed included in the unit prices bid for the respective tree removal items.

Where trees along the line of the work are removed, as directed, the Contractor shall replace such trees with new trees in accordance with the requirements of the Department of Parks and Recreation. The cost of all the labor and materials required to furnish and place new trees, as directed, together with the cutting of tree pits and all work incidental thereto, shall be deemed included in the unit price bid for Item No. 4.16 CA405 - TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 4' X 5' TREE PITS.

DSS-14 ADDITIONAL SIDEWALK RESTORATION

The Contractor is notified that during the work of reconstructing sewers at any ordered location, the Engineer may order additional sidewalk reconstruction outside the ordered trench and cutback restoration limits.

The cost of all the labor and materials required to perform this ordered additional existing concrete sidewalk removal and reconstruction outside the ordered sewer and water main trench and cutback restoration limits, together with all work incidental thereto, shall be deemed included in the unit prices bid for Item No. 4.13 AAS - 4" CONCRETE SIDEWALK (UNPIGMENTED), and Item No. 4.13 BAS - 7" CONCRETE SIDEWALK (UNPIGMENTED).

It shall be understood that such sidewalk reconstruction is in addition to and does not include sidewalk restoration included in the unit price bid for the reconstruction of sewers and water mains.

DSS-15 ADDITIONAL ROADWAY RESTORATION

The Contractor is notified that during the work of reconstructing sewers at any ordered location, the Engineer may order additional roadway reconstruction outside the ordered trench and cutback restoration limits.

The cost of all the labor and materials required to perform this ordered additional existing roadway removal and reconstruction outside the ordered sewer and water main trench and cutback restoration limits, together with all work incidental thereto, shall be deemed included in the unit prices bid for Item No. 4.02 CA - BINDER MIXTURE, Item No. 4.02 CB - ASPHALTIC CONCRETE MIXTURE, and Item No. 4.04 H - CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH).

It shall be understood that such roadway reconstruction is in addition to and does not include roadway restoration included in the unit price bid for the reconstruction of sewers and water mains.

When basin connections are required and ordered in writing by the Engineer to be relayed in a new location, payment shall be made for these in place basin connections under the price bid for Item No. 52.11D12 - 12" DUCTILE IRON PIPE BASIN CONNECTION.

Payment for in place additional steel reinforcing bars required and ordered in writing by the Engineer shall be made under the price bid for Item No. 73.51AS - ADDITIONAL STEEL REINFORCING BARS.

Payment for in place additional select granular backfill required and ordered in writing by the Engineer shall be made under the price bid for Item No. 73.41AG - ADDITIONAL SELECT GRANULAR BACKFILL.

Payment for in place additional brick masonry required and ordered in writing by the Engineer shall be made under the price bid for Item No. 73.11AB - ADDITIONAL BRICK MASONRY.

Payment for in place standard manholes required and ordered in writing by the Engineer, shall be made under the prices bid for Item No. 51.21S0A1000V - STANDARD MANHOLE TYPE A-1, and Item No. 51.21S0B1000V - STANDARD MANHOLE TYPE B-1. Included in the respective prices bid shall be the cost for the removal of existing manholes. If no manhole exists where a new manhole is required and ordered, a credit will be taken for the omitted work.

Payment for in place standard catch basins required and ordered in writing by the Engineer shall be made under the price bid for Item No. 51.41S001 - STANDARD CATCH BASIN, TYPE 1. Included in the respective prices bid shall be the cost for the removal of existing catch basins. If no catch basin exists where a new catch basin is required and ordered, a credit will be taken for the omitted work.

Payment for excavation of boulders in open cut required and ordered in writing by the Engineer shall be made under the price bid for Item No. 70.51EO - EXCAVATION OF BOULDERS IN OPEN CUT.

Payment for in place planted trees required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 4.16 CA405 - TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 4' X 5' TREE PITS. Included in the price bid shall be the cost for tree pits, fertilizer, stakes and wire, topsoil, etc.

Payment for additional earth excavation required and ordered in writing by the Engineer, shall be made under the prices bid for Item No. 73.31AE2 - ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 12' TO 16' DEPTH), and Item No. 73.31AE3 - ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 16' TO 20' DEPTH). Included in the prices bid shall be the cost for additional sheeting, bracing and pumping required beyond the limits hereinbefore mentioned.

Payment for in place stone ballast required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 70.71SB - STONE BALLAST. Included in the price bid shall be the cost for additional excavation for placement of stone ballast.

Payment for in place additional concrete required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 73.21AC - ADDITIONAL CONCRETE.

Payment for maintenance and protection of traffic required and ordered in writing by the Engineer shall be made under the price bid for Item No. 6.70 - MAINTENANCE AND PROTECTION OF TRAFFIC. Included in this item will be payment for making the area safe for residents and for pedestrian and vehicular traffic within the initial response time.

Payment for maintenance of site required and ordered in writing by the Engineer shall be made under the price bid for Item No. 7.13 A - MAINTENANCE OF SITE.

Payment for in place fencing required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 70.31FN - FENCING.

E. 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.

- (D) **SPECIAL EVENT CONSTRUCTION EMBARGO:** The Contractor is notified that a "SPECIAL EVENT CONSTRUCTION EMBARGO" will be in effect for all the locations included in this project. The Contractor is prohibited from working during any special events, festivals, street fairs, parades, etc., including relocation of storage areas, as directed by the **NYCDOT - Office of Special Events**, and must make safe the area as directed and/or ordered by the Engineer and must comply with the event categories and stipulations as listed below:

Event Categories And Stipulations:

- (1) Street Fairs/Festivals:
 - (a) All excavations must be plated with skid resistant plates.
 - (b) Plates must be recessed and flush with pavement.
 - (c) All pavement defects must be corrected within or adjacent to work zone.
 - (d) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
 - (e) All equipment, trailers and material storage must be removed.
- (2) Running/Walking/Biking:
 - (a) All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
 - (b) All pavement defects must be corrected within or adjacent to work zone.
 - (c) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
 - (d) All equipment, trailers and material storage must be removed.
- (3) Parades:
 - (a) All excavations must be backfilled and paved or plates need to be recessed and paved over flush with pavement.
 - (b) Formation & dispersal areas plates must be recessed and flush with pavement. (Plates must be skid resistant)
 - (c) All pavement defects must be corrected within or adjacent to work zone.
 - (d) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
 - (e) All equipment, trailers and material storage must be removed.
- (4) Mayoral:
 - (a) All excavations must be backfilled and paved or plates need to be recessed and paved over flush with pavement.
 - (b) All pavement defects must be corrected within or adjacent to work zone.
 - (c) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
 - (d) All equipment, trailers and material storage must be removed.

All work for temporary restoration of the streets and sidewalks and removal thereof, if and as required for the "SPECIAL EVENT CONSTRUCTION EMBARGO" period, will be paid to the Contractor under the appropriate scheduled items. There will be no additional payment for the removal and storage of equipment, trailers and material etc., as ordered.

The Contractor is advised to acquire a copy of the latest **Special Events Schedule/Calendar** that is available at the **NYCDOT - Office of Special Events**.

Prior to any sidewalk excavation, the Contractor shall be responsible to verify the existence of under-sidewalk vaults. The Contractor shall perform visual sidewalk reconnaissance; search for and examine record drawings; gain access to cellars and obtain measurements within vaults; and perform sub-surface radar examination or use other non-destructive methods to locate possible vault structures. Where these above methods of verification are not available to the Contractor, the Contractor shall then be required to locate the vault envelopes and their roof depth below finished sidewalk grade by drilling holes (at no direct payment), as directed by the Engineer.

The Contractor shall be liable for any damage to the under-sidewalk building vaults and/or its contents and/or occupants due to the Contractor's failure to verify the pre-existing vault condition.

Vault records may be available from the following (or other) sources:

- A. NEW YORK CITY DEPARTMENT OF BUILDINGS
- B. MS. PENNY A. JACKSON
FOIL / RECORDS ACCESS
OFFICE OF LITIGATION SERVICES AND RECORDS MANAGEMENT
NYC DEPARTMENT OF TRANSPORTATION
55 WATER STREET, 6TH FLOOR
NEW YORK, NY 10041
- C. NEW YORK CITY DEPARTMENT OF FINANCE

Where vault roofs are determined to interfere with construction of standard pedestrian ramps, the Engineer's may approve for construction of, or installation of, non-standard pedestrian ramps, which may include relocation of ramps and/or partial roadway ramps.

An overall field sketch of each corner suspected of having a vault, along with at least one photograph (3" x 3" minimum) of each location, and the results of the Contractor's investigation shall be furnished by the Contractor to the Engineer for review at least ten (10) working days prior to start of work at that respective corner. Said photographs shall be in addition to those required under the contract. Each field sketch shall show measurements of affected areas of vaults, the building line as a reference guide which can be employed to indicate the vault envelope in the sidewalk, the boundaries of the underground structures, curb reveals, and location of proposed pedestrian ramps. No additional payment is to be made for this overall sketch.

Any vault structures punctured by the Contractor's operations shall be repaired by the Contractor to match the existing structure. Said hole in vault structures shall be temporarily repaired with an approved epoxy mortar, or securely steel plated if permanent repairs are not completed prior to the end of that same working day. No holes in vault roofs shall be left unattended at any time.

The Contractor shall also be responsible to replace damaged water proofing directly over vault roofs at the Contractor's own expense.

- (L) 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.

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

END OF ADDENDUM NO. 2
This Addendum consists of thirty-nine (39) pages.

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER
REHABILITATION AND REPLACEMENT**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS**

ADDENDUM NO. 3

DATED: December 24, 2014

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of said Contract Documents to the same extent as if it was originally included therein.

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

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

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

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.

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

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.

**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 PCBs 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.

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

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 excavation 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 defined above 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,

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.

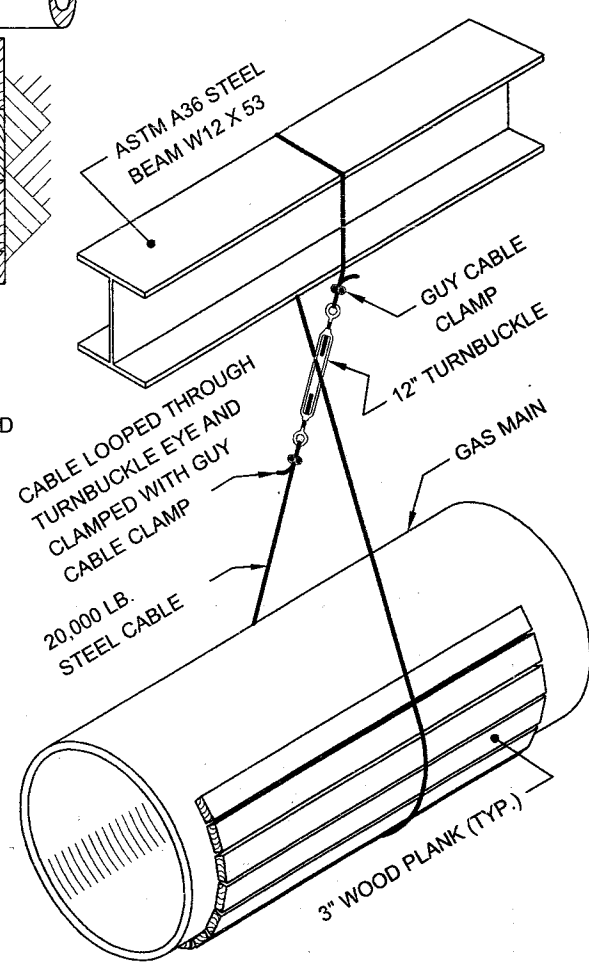
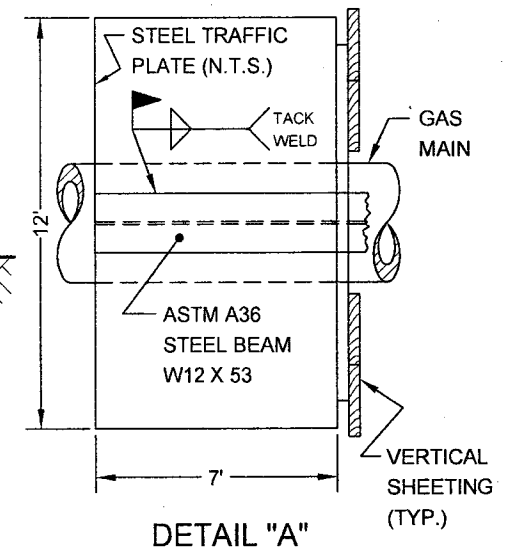
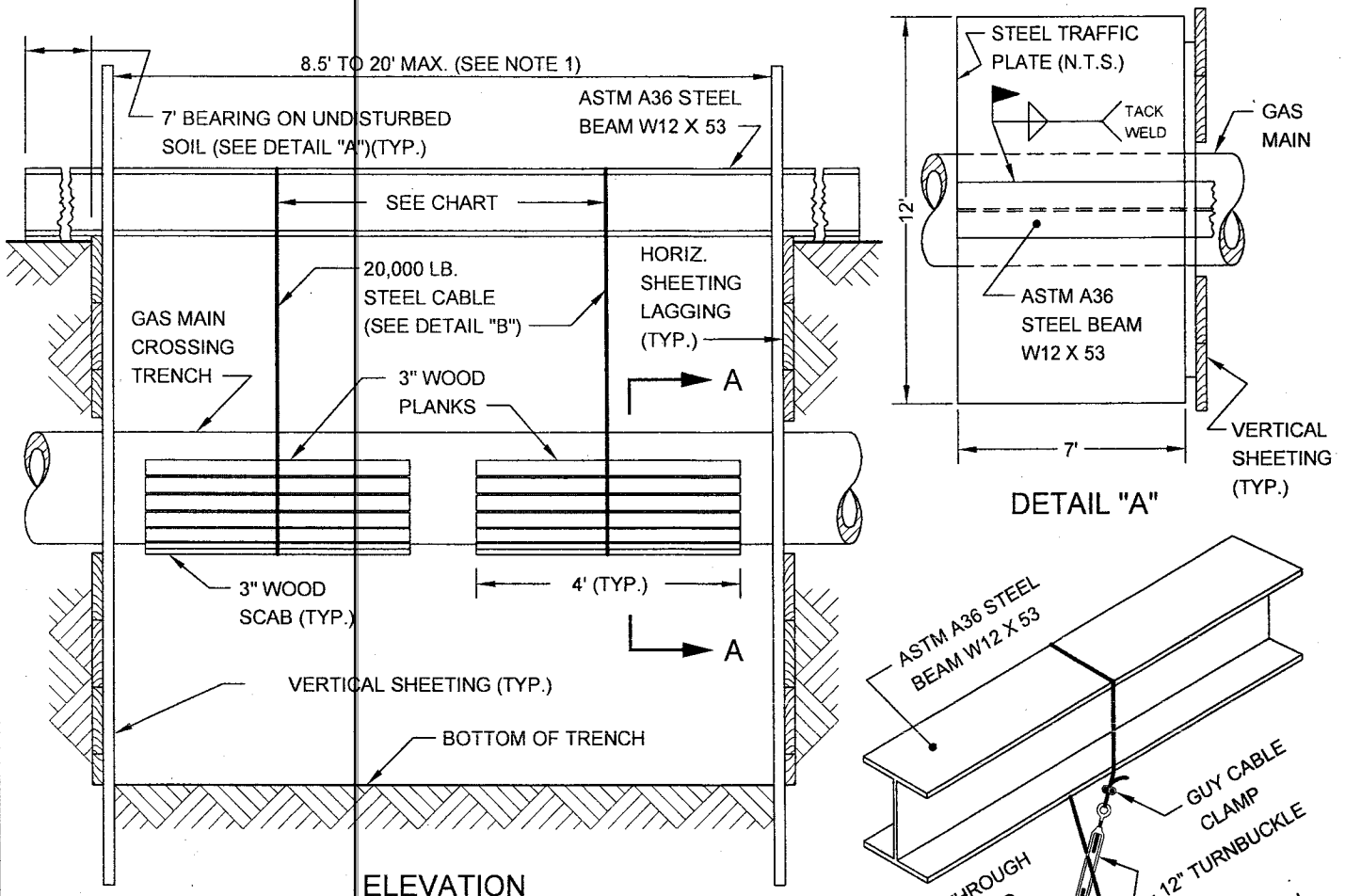
IV - STANDARD SKETCHES; GAS COST SHARING WORK

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

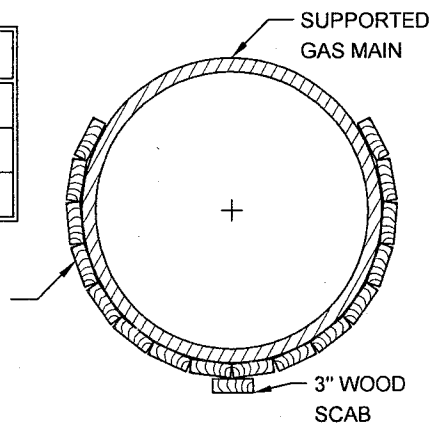
GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



ELEVATION

| CABLE SUPPORT | |
|---------------|---------------|
| MAIN TYPE | SPACING |
| CAST IRON | 4' O.C. MAX. |
| STEEL | 10' O.C. MAX. |



SECTION A-A

DETAIL "B"

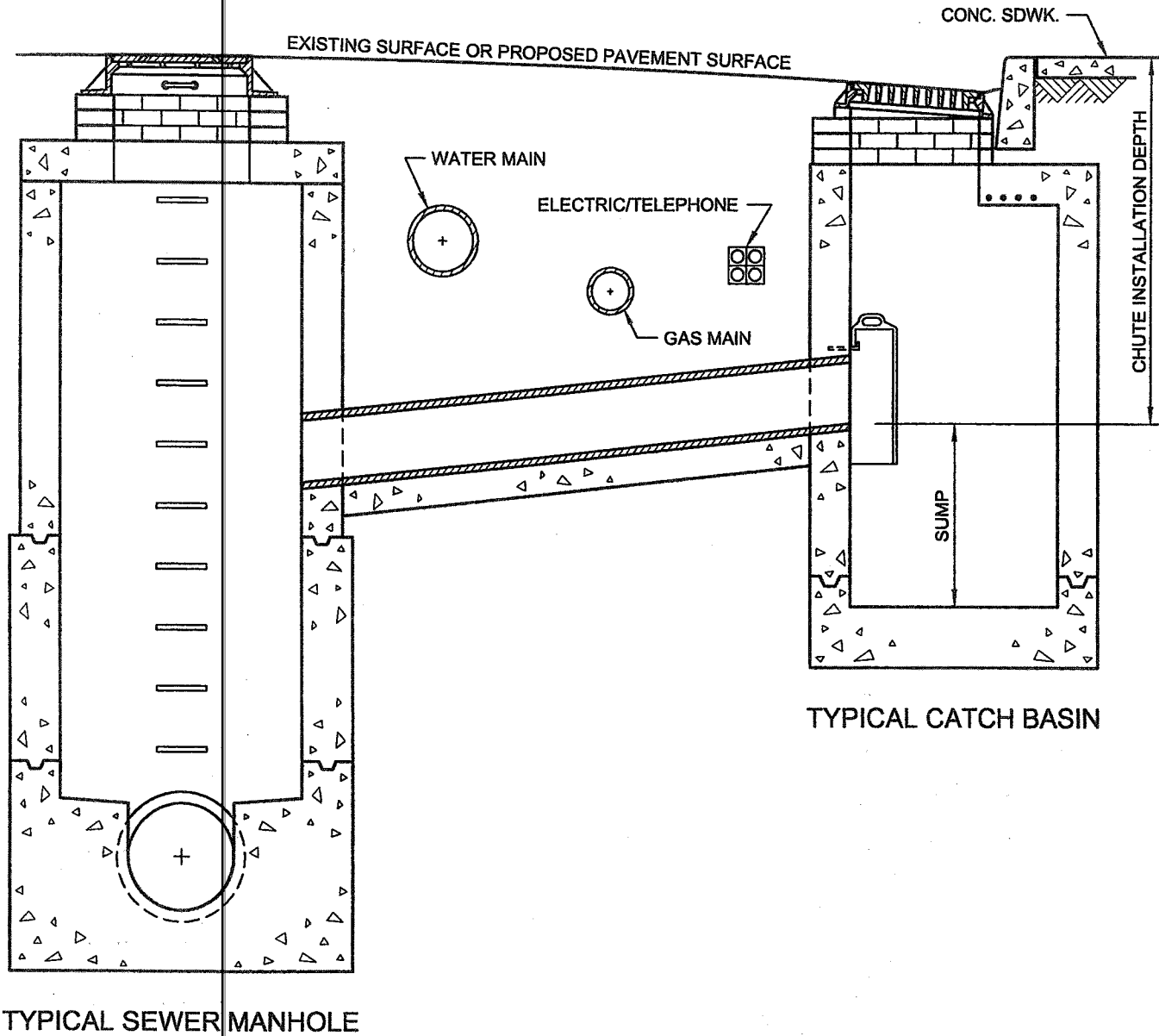
NOTES:

- (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.

REVISIONS: OCT. 20, 1988 - ADRIEN J. WONG / W. PATALANCIK / MOY
 REVISED JUNE 1988 - J. WONG / W. PATALANCIK / MOY

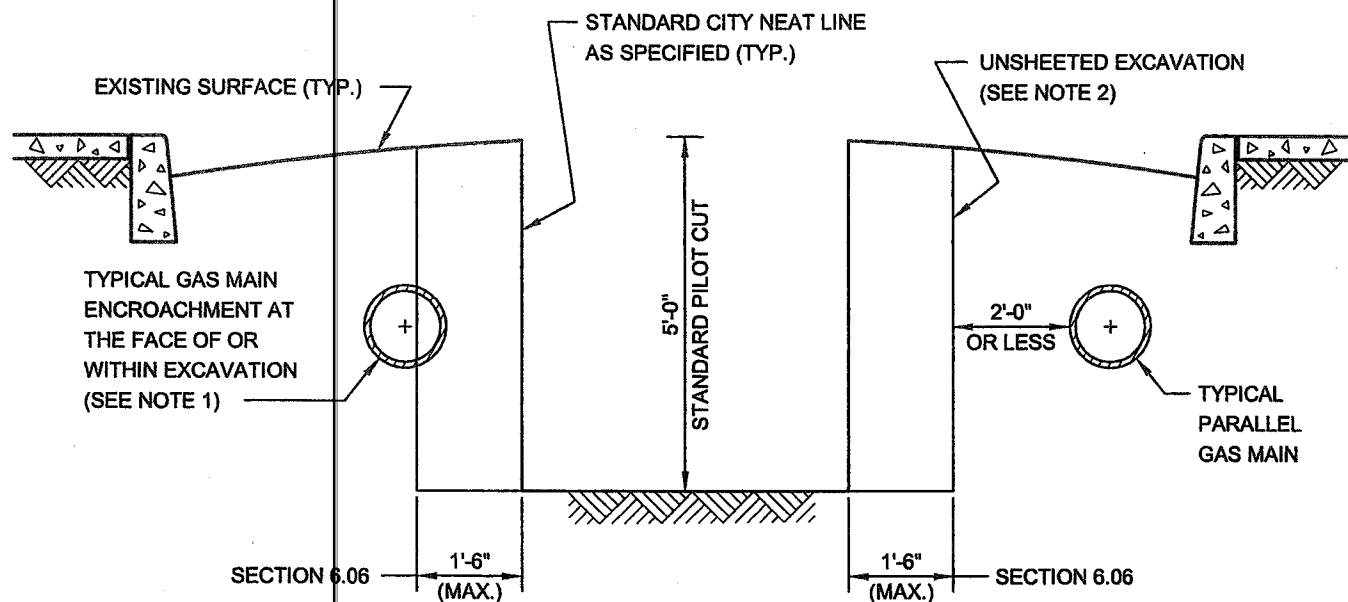
GAS COST SHARING WORK (SKETCH NO. 3)

UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



REVISED OCT. 2004 - J. ABBRIEN
REVISED OCT. 1999 - J. WONG/W. PATALANOF. MOY

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 DRAWINGS:

- ALL RELOCATION WORK SHOWN IN THIS ADDENDUM IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK 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:

NATIONAL GRID
287 MASPETH AVENUE
BROOKLYN, NY 11211
TEL.: 718-963-5506

MS. THERESA KONG
CONSOLIDATED EDISON
4 IRVING PLACE, 17TH FLOOR NE
NEW YORK, NY 10003
TEL.: 212-460-4834

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT NUMBER QEDA-001**

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.

- 6.01.1 - Support & Protect Gas Main Crossing Sewer Up To 24" In Diameter (Ea.)**
10 in Various Locations As Required
- 6.01.2 - Support & Protect Gas Main Crossing Sewer 30" In Diameter (Ea.)**
2 in Various Locations As Required
- 6.01.3 - Support & Protect Gas Main Crossing Sewer 36" Thru 42" In Diameter (Ea.)**
2 in Various Locations As Required
- 6.01.4 - Support & Protect Gas Main Crossing Sewer 48" Thru 54" In Diameter (Ea.)**
2 in Various Locations As Required
- 6.01.8 - Support & Protect Gas Services Crossing Trenches And/Or Excavations (Ea.)**
100 in Various Locations As Required.
- 6.01.9 - Support & Protect Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)**
100 in Various Locations As Required
- 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences (Ea.)**
20 in Various Locations As Required
- 6.03 - Removal Of Abandoned Gas Facilities. All Sizes (L.F.)**
6000 in Various Locations As Required
- 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only) (L.F.)**
300 in Various Locations As Required

**SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services
(To be performed by City Contractor)(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

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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.

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 encountered based on existing field conditions.

A3-23G



conEdison

**CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
4 IRVING PLACE
NEW YORK, NY 10003**

**DISTRIBUTION ENGINEERING
TOOLS AND STRUCTURES**

**SPECIFICATION EO-1181
REVISION 6
May 2010**

**EFFECTIVE DATE
June 1, 2010**

**GENERAL SPECIFICATION FOR BACKFILLING
OF TRENCH AND SMALL OPENINGS**

FILE: CONSTRUCTION STANDARDS MANUAL NO. 3, SECTION 37

| | |
|------------------------|------------------------------|
| TARGET AUDIENCE | REGIONAL CONSTRUCTION |
| NESC REFERENCE | NONE |

A3-23I

1.0 PURPOSE

This specification details the procedures to be followed in backfilling all Con Edison street openings for electric, gas and steam facilities.

2.0 APPLICATION

This specification applies to all Con Edison Customer Service Areas.

3.0 REFERENCE SPECIFICATION AND DEFINITIONS

- 3.1 The term "Engineer" used in this specification refers to the Distribution Tools & Structures Engineer or his authorized representative.
- 3.2 The term Construction Representative shall mean the Construction Manager, Contract Construction Manager, or his authorized representative.
- 3.3 The terms "Type 3/8", "Type I" and "Type II" shall be as defined in EO-8085.
- 3.4 The term "small opening" shall refer to street openings which are 6' x 5' or smaller.
- 3.5 The term "suitable backfill" shall refer to in-place material excavated from the trench or opening which satisfies the following requirements:
 - 3.5.1 The excavated material shall be free of all broken asphalt pavement, broken concrete, brick, all organic material, and all debris.
 - 3.5.2 The excavated material shall be substantially sandy soil gritty and granular in texture and have a small amount of rocks compared to the total volume of soil. It shall have no rocks greater than 2 inches in size.
 - 3.5.3 The excavated material shall be substantially free of clay like or clayey soil. Clayey soil shall be determined as soil that is powder like in texture when dry and capable of being molded when wet.

| Specification | Revision | Rev Date | Effective Date | Copyright Information | Page |
|--------------------|----------|------------------------|----------------|---|------|
| EO-1181 | 6 | 05/01/2010 | 06/01/2010 | 2007-2008 Consolidated Edison Co. of New York, Inc. | 3/7 |
| Filing Information | | Construction Standards | | Manual No. 3, Section 37 | |

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A3-23K

4.2 Density Testing

- 4.2.1 The sand-cone test, ASTM D1556 or nuclear density tester may be used for all in place density tests. Other methods may be used upon approval of the Engineer.
- 4.2.2 The Construction Representative or Engineer may order as many in-place density tests as he deems necessary to insure proper compaction. If an in-place density test indicates insufficient compaction, the Contractor shall re-compact the area in question until the backfill is compacted to the requirements set forth in paragraph 4.1.1. The Contractor may elect to take additional tests 5 feet on both sides of the test which failed, and average the values of the three readings. If the average value of the three tests meets the compaction requirements, the area in question will be considered sufficiently compacted and no additional compaction will be required. If the average value does not meet the compaction requirements, the Contractor will be required to pay for the two additional in-place density tests and to re-compact the area, which has been determined to be insufficiently compacted. Test after recompaction.

4.3 Procedure For Electric Duct Backfill

- 4.3.1 The following backfill procedure shall be used for concrete duct, asbestos cement, and plastic and fibre conduit.
- 4.3.2 Where the ducts are in a rock area, a minimum 4" bed of Type 3/8" backfill shall be placed. It shall be wetted and mechanically compacted to form a firm base for the support of the ducts. Suitable backfill shall be free of stones larger than 2 inches.
- 4.3.3 For concrete conduit, asbestos cement conduit, plastic and fibre conduit encased in concrete, the trench shall be filled with suitable backfill as defined in paragraph 3.5 or Type II material (EO-8085) in 12 inch wetted lifts. Each lift shall be mechanically compacted.
- 4.3.4 For direct buried asbestos cement, plastic and fibre conduit, the trench shall be filled with Type 3/8 material to a level of 12 inches above the ducts. It shall be compacted by hand in a no more than 12 inch wetted lifts. The remaining trench shall be backfilled with suitable backfill or Type II material (EO-8085) in 12 inch wetted lifts mechanically compacted.

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accepted or rejected in accordance with paragraph 4.2.2.

4.6 Backfilling Concrete Coated & Steel Jacketed Steam Main Trenches

4.6.1 A smooth surface shall be established in the bottom of the trench and the pipes leveled and laid on a firm base. Where the trench is in a rock area, a minimum of 4 inches of Type I material shall be placed, wetted and mechanically compacted to form a firm base.

4.6.2 The trench shall be backfilled with Type I, or Type II or suitable backfill material in 12 inch wetted lifts, which shall be mechanically compacted.

4.6.3 The backfill shall be tested and accepted or rejected in accordance with paragraph 4.2.2.

5.0 PRECAUTIONS

If a work site is found to contain existing fill material that contains or comprised of "Stone Dust" or "pond Fill", the contractor shall cover the material with a 3" layer of sand. If this material is found to be stockpiled at a work site, it shall be covered with a tarpaulin or removed from the work site.

Joseph R. Martin (Signature on File)
Joseph R. Martin
Manager
Tools and Structures
Distribution Engineering

Marco Meza

| | |
|--|---|
| <u>REVISION No. 5</u> | <u>FILE:</u> |
| Revised section 4.4 (added installation spec.). Due to be reviewed 05/2015 | Construction Standards Manual 3 Section 237 - Subway |

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| Filing Information | | Construction Standards | | Manual No. 3, Section 37 | |

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END OF ADDENDUM NO. 3

This Addendum consists of forty-seven (47) pages

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: QEDA001

ACCELERATED DISTRIBUTION WATER MAIN AND SEWER REHABILITATION

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

ADDENDUM NO. 4

DATED: February 9, 2015

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The Contractor shall be responsible for compliance with all the provisions of the following Articles, Appendixes, Specifications, Sketches, and Scope of Work which are hereby made a part of the original contract documents:
 - A. The "JOINT BID WITH PRIVATE UTILITY COMPANIES SPECIAL PROVISIONS" (Pages A4-4 in this Addendum); and the following specialty work items (contained on Pages A4-5 through A4-75):
 - JB 350A - Accommodation of Overhead House Service Crossing Water Main Trench
 - JB 350D - Hydrant Installation /removal under Overhead Mainline cable
 - JB 350H - Water Main Installation Parallel to Overhead Mainline cable
 - JB 350M - Accommodation of Overhead utility Facilities Cables Crossing Water Main Trench
 - JB 351 - Utility Pole Support
 - JB 352 - Special Care Operations For tree Removal
 - JB 353 - Special Care Operations For tree Pruning
 - JB 360 - Accommodation of Overhead utility Facilities, Poles And Appurtenances
 - JB 402T.V1A - Existing Vacant Concrete Encased Conduit Placed in Final Position with Concrete Encasement
 - JB 402T.V2A - Existing Vacant Non-Concrete Encased Conduit Placed in Final Position with Concrete Encasement
 - JB 615 - Installation of Plastic gas pipe
 - JB 616 - Installation of Plastic gas pipe fitting
 - JB 803 - Line Cut by Pneumatic Tools in Lieu of Saw Cut Associated with Roadway Operations
 - JB 850 - Installation of Rubber Sheets for Utility Facilities
 - B. The Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", dated August 1, 2005, and which is available for pick up between 8:30 A.M.

Section 7.18 - Controlled Low Strength Material (CLSM), of the Standard Highway Specification."

6. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article A. Description;

Delete the last five lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1,";

Substitute the following revised text: "accordance with Specification Section 7.18 - Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 shall be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost shall be deemed included in this item."

7. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article B. Materials;

Delete the first sentence in its entirety, beginning with the words: "Furnish controlled low strength material fill or backfill";

Substitute the following revised sentence: "Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 - Controlled Low Strength Material (CLSM), of the Standard Highway Specification."

8. In addition, the Contractor shall be required to adhere to the following guidelines for Con Edison specialty work to ensure that Con Edison's pre-qualifications and approval are satisfied:

A. The Contractor may perform Con Edison gas and/or steam specialty work at their option, if they are Con Edison pre-qualified. If the Contractor elects not to perform the specialty work or if the Contractor is not Con Edison gas and/or steam qualified, then the Contractor shall sub-contract the specialty work to Con Edison pre-qualified gas and steam contractors on page A4-75.

B. Contractors that would like to become Con Edison gas qualified should contact George Bove, of Con Edison's Learning Center at 718-425-6016 for additional information.

C. Contractors that would like to become Con Edison steam qualified should contact Ed Eng, of Con Edison's Steam Operations Department at 212-894-9527 for additional information.

JB 350A – ACCOMMODATION OF OVERHEAD HOUSE SERVICE CROSSING WATER MAIN TRENCH

A. Description

The Contractor shall provide all incremental supervision, labor, materials, tools, equipment and incidentals required to perform its work of water main installation while crossing overhead utility cables, equipment on the poles and related overhead appurtenances. These utilities are subsequently referred to in this specification as "overhead facilities".

B. Materials – N/A

C. Method of Construction

The Contractor shall employ a method of operation, including the use of appropriate mechanized equipment and tools that will enable him to maintain adequate clearances from overhead facilities during all phases of construction. The Contractor is responsible for performing the work in accordance with all applicable Federal, New York State and Local regulations. The Contractor shall be solely responsible for damages to any overhead lines and appurtenances due to failure to comply with applicable rules, procedures, and practices.

D. Method of Measurement

The quantity to be measured for payment shall be each (EA) overhead house service crossing encountered during the installation of one watermain of any size. Any and all contractor operations associated with the complete installation of one watermain including but not limited to sawcutting, trench excavation, sheeting, pipe installation, temporary backfilling and final restoration shall be considered as one utility crossing. Multiple overhead facilities within a 4' radius of each other or within 4' of the vertical extension measured perpendicular at the center line of the City facility crossing being installed and/or overhead facilities terminating at the same building shall be considered as one utility crossing. One crossing will be paid per utility company present on the aerial line crossing the watermain trench. Crossings are broken down as follows:

JB 350A-RCN – RCN Cable Overhead House Service crossing Watermain

JB 350A-TWC – Time Warner Overhead House Service crossing Watermain

JB 350A-T – ECS/Verizon Overhead House Service crossing Watermain

JB 350D – HYDRANT INSTALLATION/REMOVAL UNDER OVERHEAD MAINLINE CABLE**A. Description**

The Contractor shall provide all incremental supervision, labor, materials, tools, equipment and incidentals required to perform its work installing, removing or removal and installation of a fire hydrant directly under overhead utility cables, equipment on the poles and related overhead appurtenances. These utilities are subsequently referred to in this specification as "overhead facilities".

B. Materials – N/A**C. Method of Construction**

The Contractor shall employ a method of operation, including the use of appropriate mechanized equipment and tools that will enable him to maintain adequate clearances from overhead facilities during all phases of construction. The Contractor is responsible for performing the work in accordance with all applicable Federal, New York State and Local regulations. The Contractor shall be solely responsible for damages to any overhead lines and appurtenances due to failure to comply with applicable rules, procedures, and practices.

D. Method of Measurement

The quantity to be measured for payment shall be each (EA) fire hydrant installed or removed underneath overhead mainline cables. All house service connections are included in this item and no separate payments shall be made. Any and all contractor operations associated with the complete installation or removal of the hydrant including but not limited to excavation, sheeting, temporary backfill and final restoration shall be considered one unit/. In addition in such case where a hydrant is being removed and replaced within 15' of the original location, this shall count as one (1) unit.

Item is to be broken down as follows:

JB 350D-RCN - Hydrant Installation/Removal Under RCN Cable Overhead Mainline Cable

JB 350D-TWC – Hydrant Installation/Removal Under Time Warner Overhead Mainline Cable

JB 350D-T – Hydrant Installation/Removal Under ECS/Verizon Overhead Mainline Cables

E. Price to Cover

JB 350H – WATER MAIN INSTALLATION PARALLEL TO OVERHEAD MAINLINE CABLE

A. Description

The Contractor shall provide all incremental supervision, labor, materials, tools, equipment and incidentals required to perform its work of water main installation while closely paralleling overhead utility cables, equipment on the poles and related overhead appurtenances. These utilities are subsequently referred to in this specification as "overhead facilities".

B. Materials – N/A

C. Method of Construction

The Contractor shall employ a method of operation, including the use of appropriate mechanized equipment and tools that will enable him to maintain adequate clearances from overhead facilities during all phases of construction. The Contractor is responsible for performing the work in accordance with all applicable Federal, New York State and Local regulations. The Contractor shall be solely responsible for damages to any overhead lines and appurtenances due to failure to comply with applicable rules, procedures, and practices.

D. Method of Measurement

The quantity to be measured for payment shall be per linear foot (LF) of water main installed at a horizontal distance of 4' or less from face of curb closest to the aerial facilities, as measured between the centerline of the water main to the face of the curb. Any and all contractor operations associated with the complete installation of one water main including but not limited to sawcutting, trench excavation, sheeting, pipe installation, backfilling, temporary and final restoration is included in this item. Each utility paralleling cable will be paid for separately.

Item is to be broken down as follows:

JB 350H-RCN – Water main Installation Parallel (within 4') to RCN Cable Overhead Mainline Cables

JB 350H-TWC – Water main Installation Parallel (within 4') to Time Warner Overhead Mainline Cable

JB 350H-T – Water main Installation Parallel (within 4') to ECS/Verizon Overhead Mainline Cables

**JB 350M – ACCOMMODATION OF OVERHEAD MAINLINE UTILITY FACILITIES
CROSSING WATER MAIN TRENCH**

A. Description

The Contractor shall provide all incremental supervision, labor, materials, tools, equipment and incidentals required to perform its work of water main installation while crossing overhead utility Mainline cables, equipment on the poles and related overhead appurtenances. These utilities are subsequently referred to in this specification as "overhead facilities".

B. Materials – N/A

C. Method of Construction

The Contractor shall employ a method of operation, including the use of appropriate mechanized equipment and tools that will enable him to maintain adequate clearances from overhead facilities during all phases of construction. The Contractor is responsible for performing the work in accordance with all applicable Federal, New York State and Local regulations. The Contractor shall be solely responsible for damages to any overhead lines and appurtenances due to failure to comply with applicable rules, procedures, and practices.

D. Method of Measurement

The quantity to be measured for payment shall be each (EA) overhead mainline crossing encountered during the installation of one watermain of any size. Any and all contractor operations associated with the complete installation of one watermain including but not limited to sawcutting, trench excavation, sheeting, pipe installation, temporary backfilling and final restoration shall be considered as one utility crossing. Multiple overhead facilities within a 4' radius of each other or with in 4' of the vertical extension measured perpendicular at the center line of the City facility crossing being installed and/or overhead facilities terminating at the same building shall be considered as one utility crossing. One crossing will be paid per utility company present on the aerial line crossing the watermain trench. Crossings are broken down as follows:

JB 350M-T – ECS/Verizon Overhead Mainline crossing Watermain

JB 350M-RCN – RCN Cable Overhead Mainline Cable crossing Watermain

JB 350M-TWC – Time Warner Overhead Mainline crossing Watermain

E. Price to Cover

The price shall cover the cost of all incremental supervision, labor, materials, tools, equipment and incidentals required to perform the work in the presence of overhead utilities and to maintain adequate clearance from the overhead facilities during all phases of construction. The

JB 351 - UTILITY POLE SUPPORTS

A. Description

This section describes the temporary supports for utility poles at locations directed by the facility operator(s), in order to maintain such poles in their existing upright position without disturbing attached wires and equipment. The Contractor shall provide all labor, material, equipment, insurance, and incidentals required to construct, install and maintain an effective support system that will meet the stated objective.

B. Materials

All materials required to construct and maintain an effective support system shall be supplied by the Contractor and approved by the facility operator.

C. Method of Construction

Where directed by the utility representative, the Contractor shall furnish, install and remove utility pole supports and maintain utility poles as shown on sketch JB 351. Alternate methods proposed by the Contractor will be permitted if approved by the facility operator.

D. Method of Measurement

The quantity of utility pole supports to be measured for payment shall be the number of utility poles supported. The Contractor will be paid only once for each utility pole supported and maintained no matter how many different construction operations have an impact on the pole.

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, install, maintain and remove utility pole supports to completely support, maintain, protect, and accommodate the integrity of utility poles without disruption of service to customers. The price bid shall also include all additional impact cost associated with working around utility pole supports, poles and appurtenances.

Separate payment will be made for the protection of overhead facilities under the Item JB 360.

F. References

1. Sketch JB 351
2. JB 360

JB 352 - SPECIAL CARE OPERATIONS FOR TREE REMOVAL

A. Description

Under this section, the Contractor shall be required to modify work methods of tree removal in order to maintain, protect and accommodate the integrity of overhead utility lines where existing, as directed by the utility operator.

B. Materials – N/A

C. Method of Operation

The Contractor shall exercise extreme caution when removing trees where their sway during removal might cause damage to overhead electric and telephone utility lines, as determined by the utility operator. Exercising extreme caution shall mean the careful clearing of branches over, under and around overhead electric utility lines prior to removal of trees and the topping of trees as may be necessary to avoid damage to utility lines.

All equipment, methods, and maintenance and protection provisions shall require full authorization by the utility operator. The Contractor is warned that overhead utility lines are electrified and require equipment used in their vicinity to be isolated from the ground.

D. Method of Measurement

The quantity of "Special Care Operations for Tree Removal" to be measured for payment shall be the number of trees actually removed during the Contract in accordance with these specifications.

E. Price to Cover

The prices for "Special Care Operations for Tree Removal Work" shall be a unit price for all tree size groups, equal to the incremental cost difference of all labor, materials, equipment, insurance, and incidentals required to maintaining, protecting, and accommodating the integrity of existing overhead utilities during the performance of tree removal operations (under Contract Item 4.16AA, 4.16AB, 4.16 AC, 4.16 AD, 4.16 ADE or 4.16 AE) where the felling of said tree may cause damage to existing overhead utility lines as determined by the utility operator(s); all in accordance with the plans, the specifications and the directions of the utility operator(s).

Payment for all work specified herein shall be made separately by each utility that is affected by the tree removal and shall be on a one-time basis only.

F. References - N/A

JB 360 – ACCOMODATION OF OVERHEAD UTILITY FACILITIES, POLES AND APPURTANCES

A. Description

The Contractor shall provide all supervision, labor, materials, tools, equipment and incidentals required to perform its work in the presence of overhead utilities, including but not limited to, electric facilities (e.g. primary, aerial, secondary and service conductors), telephone facilities, cable television facilities, fiber optic communications facilities, utility poles and equipment on the poles and related appurtenances. These utilities are subsequently referred to in this specification as "overhead facilities". Tree pruning and removal work under JB 352 and JB 353 as well as utility pole supports under JB 351 are not included in this specification.

B. Materials – N/A

C. Method of Construction

The Contractor shall employ a method of operation, including the use of appropriate mechanized equipment and tools that will enable him to maintain adequate clearances from energized overhead facilities during all phases of construction as described in Con Edison specification EO-4647-C. If adequate clearance cannot be maintained, the Contractor shall consult with the facility operator(s) to obtain revised clearances. The Contractor is responsible for performing the work in accordance with all applicable Federal, New York State and Local regulations. The Contractor shall be solely responsible for damages to any overhead lines and appurtenances due to failure to comply with applicable rules, procedures, and practices.

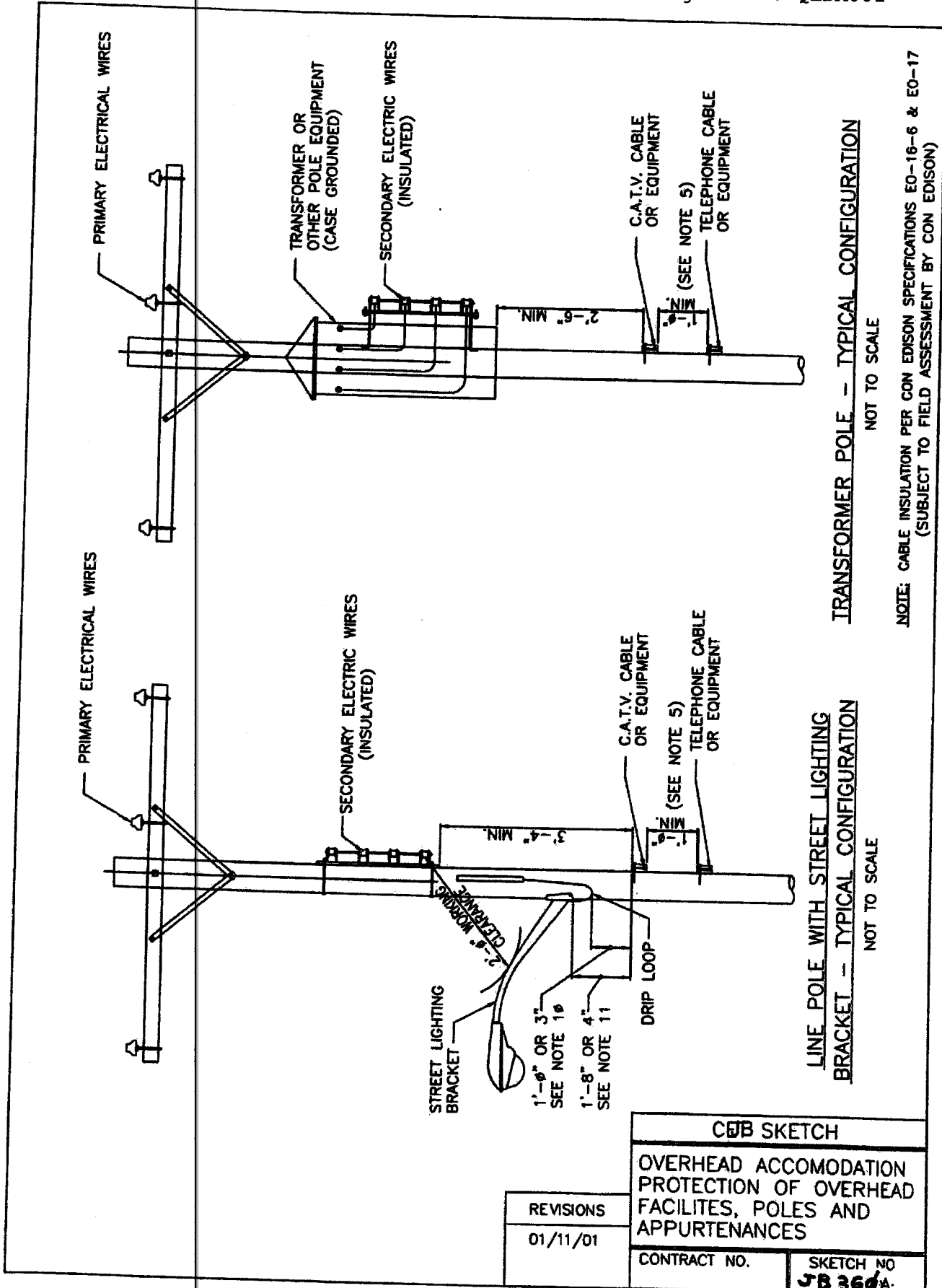
D. Method of Measurement

Installation Crossing Overhead Facilities

The quantity to be measured for payment shall be each (EA) overhead crossing within the clearances established in EO-4647-C, encountered during the installation of one City facility. Any and all contractor operations associated with the complete installation of one City facility including final restoration shall be considered as one utility crossing. Multiple stacked overhead facilities in the same vertical space shall be considered as one utility crossing.

Installation Paralleling Overhead Facilities

The quantity to be measured for payment shall be each (EA) parallel span between two poles within the project limits and within the clearances established in EO-4647-C, encountered during the installation of one City facility. Any and all contractor operations associated with the complete installation of one City facility including final restoration shall be considered as one utility crossing. All overhead facilities within a span between two poles shall be considered a one utility crossing.



TRANSFORMER POLE - TYPICAL CONFIGURATION
NOT TO SCALE

LINE POLE WITH STREET LIGHTING BRACKET - TYPICAL CONFIGURATION
NOT TO SCALE

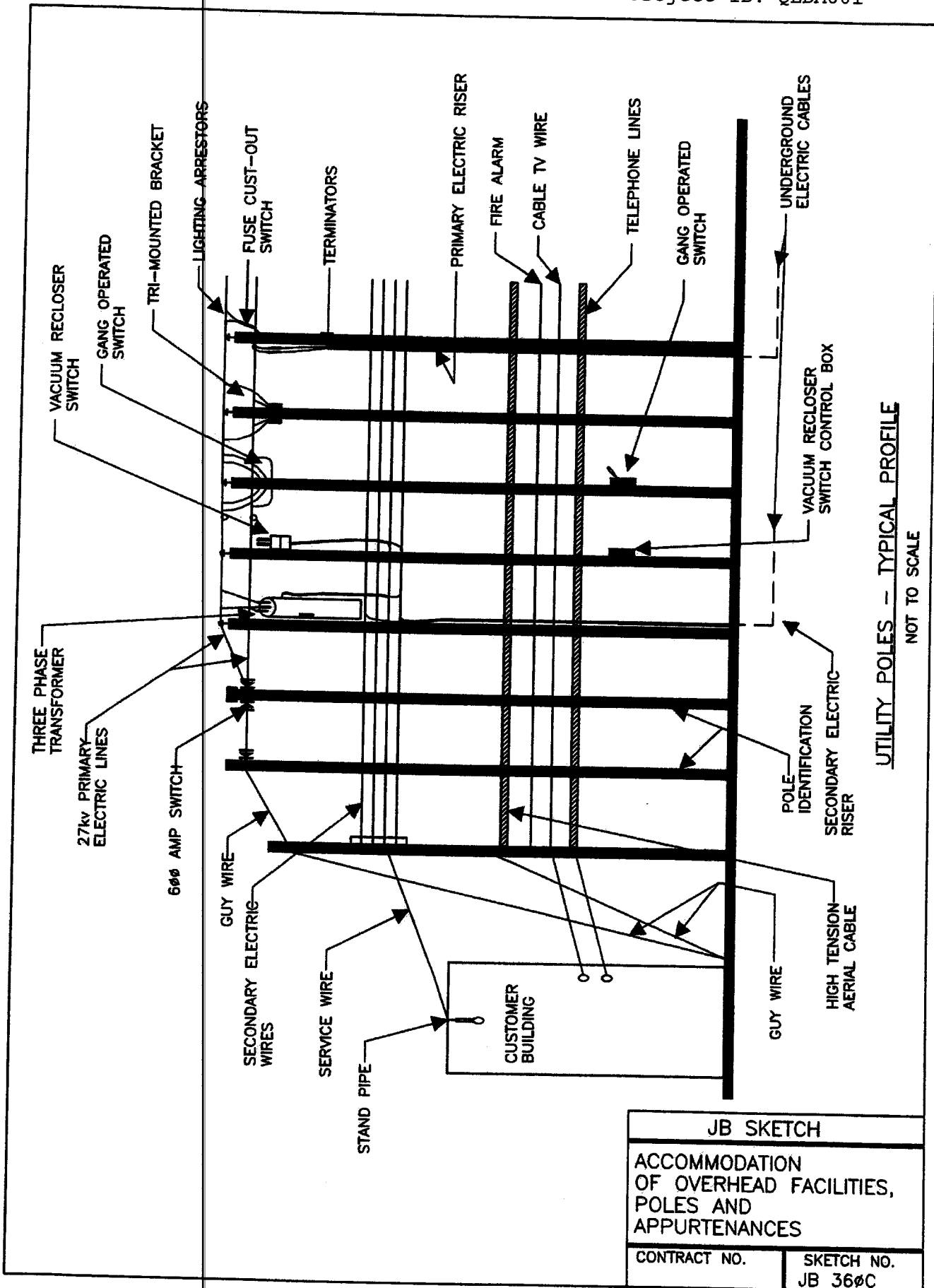
NOTE: CABLE INSULATION PER CON EDISON SPECIFICATIONS EO-16-6 & EO-17 (SUBJECT TO FIELD ASSESSMENT BY CON EDISON)

CJB SKETCH

OVERHEAD ACCOMODATION PROTECTION OF OVERHEAD FACILITES, POLES AND APPURTENANCES

| |
|-----------|
| REVISIONS |
| 01/11/01 |

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|--------------|----------------|
| CONTRACT NO. | SKETCH NO |
| | JB 360A |



UTILITY POLES - TYPICAL PROFILE

NOT TO SCALE

| | |
|---|--------------------|
| JB SKETCH | |
| ACCOMMODATION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES | |
| CONTRACT NO. | SKETCH NO. JB 360C |

**JB 402T - HORIZONTAL AND VERTICAL ADJUSTMENT OF
TELECOMMUNICATIONS FACILITIES**

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to adjust and support and protect and maintain and accommodate the integrity of utility facilities including but not limited to:

1. Conduit(s);
2. Cables and Air Pipe
3. Concrete Encased/Capped Conduit Banks

The work shall be performed in accordance with the specifications, the attached Sketch # JB 402 A and at the direction of the facility operator(s).

B. Materials

All materials used to adjust and support and protect and maintain and accommodate the integrity of utility facilities shall be similar to those indicated on the standard Sketches JB 100 A & 100 A-1 and shall be supplied by the Contractor and be approved by the facility operator(s).

Materials used for replacing conduit(s) removed under this item shall be supplied by and installed by the Contractor and shall include but not be limited to the following:

1. Bends
2. Split and Solid Conduit(s): PVC and Steel
3. Couplings and Adapters: PVC, Tile and Steel
4. Straps or plastic ties

PVC conduit and fittings shall be as supplied by American Pipe and Plastics, Type "C" or approved equal.

Steel Pipe and fittings shall conform to ASTM A53 Schedule 40

Tile to PVC adaptors shall be as supplied by American U-Tel or approved equal.

C. Methods of Construction

Lengths of "wing-back" shall be approved by the facility operator(s). All work performed prior to that approval shall be at the contractor's risk.

Methods of construction shall include but not be limited to the following:

with plastic couplings. It may be feasible for Contractor to leave conduit intact and break conduit joint(s) to clear the interference. Contractor must replace broken joint.

- iii. Adapting - Joining plastic conduit to existing conduits of other diameters or material shall be done using single or multiple adapters, (supplied by contractor).
- b. If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the facility operator(s) and measured for payment under Item JB 403.
- c. Support and protect cable(s) and/or conductor(s) and conduit(s).
- d. Encase all exposed conduit with concrete ($f'_c = 1200$ to 1500 psi maximum) with slump commensurate to completely fill voids around conduits. Concrete encasement shall extend to two (2") inches beyond the limits of the duct bank vertically and horizontally.

D. Method of Measurement

The quantity to be measured for breaking out conduits, removing concrete, moving, protecting and supporting cables and replacing conduits with split and solid conduit, shall be paid for by the linear foot (L.F.) of each conduit replaced. A linear foot of conduit shall be defined as one (1) single conduit measured along its longitudinal axis that has been broken out or moved from its original location either horizontally and/or vertically and measured in its final location between the limits shown on Sketch CET 402 A. Where multiple separate conduits exist within a single enclosed unit similar to multiple tile duct, each separate conduit within the enclosed unit shall be measured for payment under this item. Quad PVC ducts produced as one unit shall be consider one duct for each quad unit. All conduits removed and not restored shall be covered for payment under the appropriate items for Removal of Abandoned Masonry for Utility Facilities and/or Removal of Abandoned Utility Conduits.

Each type of utility adjustment shall be paid for separately. The types of utility adjustments are defined as follows:

JB-402T.1 - Existing Occupied Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.1A - Existing Occupied Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

conduits, adapters, clamps, straps and couplings; furnish and install concrete encasement, supports, slings and beams for utility support; changes of sheeting method and/or configuration when required and where necessary to accommodate the utilities during all phases of contract work; any impact associated with maintenance and protection of traffic; and removal of sheeting around the utilities, and all else necessary and required to complete the work. The support and protection of utility crossings encountered while installing/removing the affected city facility shall be included in this CET item. No additional payment shall be made for utility crossings.

F. References

1. Sketches JB 100A and 100A-1
2. Sketch JB 402A
3. JB 403
4. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902
5. American U-Tel, 9760 Smith Rd., Willoughby, Ohio 44094

| WATER/ SEWER DIAM. | CROSS SECTION AREA OF PRIVATE UTILITIES | INTERMEDIATE SUPPORT SLING * | | NUMBER OF MAIN TIMBER SUPPORT MEMBERS | | | | MINI STEEL SUPPORT MEMBERS | TIMBER SHORT SIZE SEE NOTE 1 |
|---|---|---------------------------------|---------------------------|--|---------|----------|----------|-------------------------------|---------------------------------|
| | | NUMBER REQUIRED | UTILITY SUPPORT LENGTH | 4" X 4" | 4" X 6" | 3" X 10" | 4" X 12" | 1 REQUIRED | 1 PER SLING |
| D=12" | A=0.75 SF. | 1 | 7.1 FT | 1 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 2 | 7.1 FT | - | 1 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 3 | 7.1 FT | - | - | 2 | - | W 6 X 15 | 4" X 4" |
| | 6.00-A<10.0 SF. | 4 | 7.1 FT | - | - | 3 | - | W 8 X 18 | 5" X 10" |
| | 10.0-A<15.0 SF. | 4 | 7.1 FT | - | - | - | 2 | W 6 X 25 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 4 | 7.1 FT | - | - | - | 3 | W 6 X 25 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| 12"-D<24" | A=0.75 SF. | 1 | 8.5 FT | 2 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 2 | 8.5 FT | - | 1 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 4 | 8.5 FT | - | - | 3 | - | W 6 X 15 | 4" X 4" |
| | 6.00-A<10.0 SF. | 5 | 8.5 FT | - | - | 4 | - | W 8 X 18 | 5" X 10" |
| | 10.0-A<15.0 SF. | 5 | 8.5 FT | - | - | - | 3 | W 6 X 25 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 5 | 8.5 FT | - | - | - | 4 | W 6 X 25 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| 24"-D<36" | A=0.75 SF. | 1 | 9.9 FT | 2 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 3 | 9.9 FT | - | 1 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 4 | 9.9 FT | - | - | 3 | - | W 8 X 18 | 4" X 4" |
| | 6.00-A<10.0 SF. | 6 | 9.9 FT | - | - | 5 | - | W 8 X 18 | 5" X 10" |
| | 10.0-A<15.0 SF. | 6 | 9.9 FT | - | - | - | 4 | W 6 X 25 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 6 | 9.9 FT | - | - | - | 5 | W 8 X 31 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| 36"-D<48" | A=0.75 SF. | 2 | 11.3 FT | 3 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 3 | 11.3 FT | - | 2 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 5 | 11.3 FT | - | - | 4 | - | W 8 X 18 | 4" X 4" |
| | 6.00-A<10.0 SF. | 7 | 11.3 FT | - | - | 7 | - | W 8 X 18 | 5" X 10" |
| | 10.0-A<15.0 SF. | 7 | 11.3 FT | - | - | - | 5 | W 6 X 25 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 7 | 11.3 FT | - | - | - | 7 | W 8 X 31 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| 48"-D<54" | A=0.75 SF. | 2 | 12.0 FT | 3 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 3 | 12.0 FT | - | 2 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 5 | 12.0 FT | - | - | 5 | - | W 8 X 18 | 4" X 4" |
| | 6.00-A<10.0 SF. | 7 | 12.0 FT | - | - | 8 | - | W 8 X 18 | 5" X 10" |
| | 10.0-A<15.0 SF. | 7 | 12.0 FT | - | - | - | 6 | W 8 X 31 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 7 | 12.0 FT | - | - | - | 7 | W 10 X 33 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| 54"-D<60" | A=0.75 SF. | 2 | 12.7 FT | 3 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 4 | 12.7 FT | - | 2 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 6 | 12.7 FT | - | - | 5 | - | W 8 X 18 | 4" X 4" |
| | 6.00-A<10.0 SF. | 8 | 12.7 FT | - | - | 9 | - | W 8 X 18 | 5" X 10" |
| | 10.0-A<15.0 SF. | 8 | 12.7 FT | - | - | - | 6 | W 8 X 31 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 8 | 12.7 FT | - | - | - | 8 | W 10 X 33 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| 60"-D<72" | A=0.75 SF. | 2 | 14.1 FT | 4 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 4 | 14.1 FT | - | 2 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 7 | 14.1 FT | - | - | 6 | - | W 8 X 18 | 4" X 4" |
| | 6.00-A<10.0 SF. | 9 | 14.1 FT | - | - | 10 | - | W 8 X 31 | 5" X 10" |
| | 10.0-A<15.0 SF. | 9 | 14.1 FT | - | - | - | 8 | W 10 X 45 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 9 | 14.1 FT | - | - | - | 10 | W 10 X 45 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| 72"-D<84" | A=0.75 SF. | 2 | 15.5 FT | 5 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 5 | 15.5 FT | - | 3 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 7 | 15.5 FT | - | - | 8 | - | W 8 X 18 | 4" X 4" |
| | 6.00-A<10.0 SF. | 10 | 15.5 FT | - | - | 12 | - | W 8 X 31 | 5" X 10" |
| | 10.0-A<15.0 SF. | 10 | 15.5 FT | - | - | - | 9 | W 10 X 45 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 10 | 15.5 FT | - | - | - | 12 | W 10 X 45 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |
| > 84" | A=0.75 SF. | 2 | 15.5 FT | 5 | - | - | - | W 4 X 13 | 2" X 4" |
| | 0.75-A<2.00 SF. | 5 | 15.5 FT | - | 3 | - | - | W 6 X 15 | 3" X 4" |
| | 2.00-A<6.00 SF. | 7 | 15.5 FT | - | - | 8 | - | W 8 X 18 | 4" X 4" |
| | 6.00-A<10.0 SF. | 10 | 15.5 FT | - | - | 12 | - | W 8 X 31 | 5" X 10" |
| | 10.0-A<15.0 SF. | 10 | 15.5 FT | - | - | - | 9 | W 10 X 45 | 5" X 10" |
| | 15.0-A<20.0 SF. >20.0 SF. | 10 | 15.5 FT | - | - | - | 12 | W 10 X 45 | 4" X 10" |
| (METHOD OF SUPPORT TO BE SUBMITTED BY CONTRACTOR AND APPROVED BY FACILITY OPERATOR) | | | | | | | | | |

NOTES

- TIMBER SHORT CROSS SIZE SUPPORTING 3"x10" CONTINUOUS TIMBER PLANKS
- THIS SKETCH SHALL NOT BE USED FOR COMPUTATION OF PAYMENT LINES. FOR PAYMENT SEE CET SKETCH 100E.
- SLING SHALL BE 2" WIDE NYLON STRAP OR EQUIVALENT (SLING CAPACITY SHALL BE 6,000 LBS.) ONE (1) TIMBER SHORT CROSS REQUIRED AT EACH SLING SUPPORTING 3"x10" CONTINUOUS TIMBER PLANKS.

ASSUMPTIONS

- ASSUME CROSS SECTION AREAS ARE SOLID CONCRETE AT 150lb./C.F.
- ASSUME ALLOWABLE BENDING STRESS FOR TIMBER MEMBERS IS 1200 PSI.
- ASSUME ALLOWABLE TIMBER SHEER STRESS IS 90 PSI.
- ASSUME ALLOWABLE SHEAR STRESS FOR STEEL MEMBERS IS 1000 PSI.

** ALSO APPLIES FOR 9'x9' EXCAVATIONS FOR CATCHBASINS UNDER ITEM CET 225

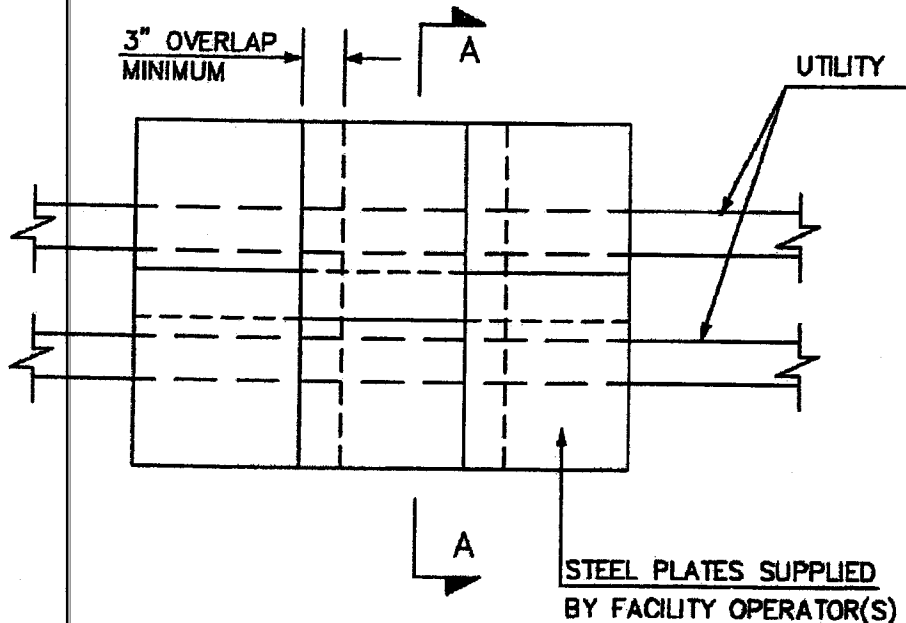
REVISIONS

11-07-03

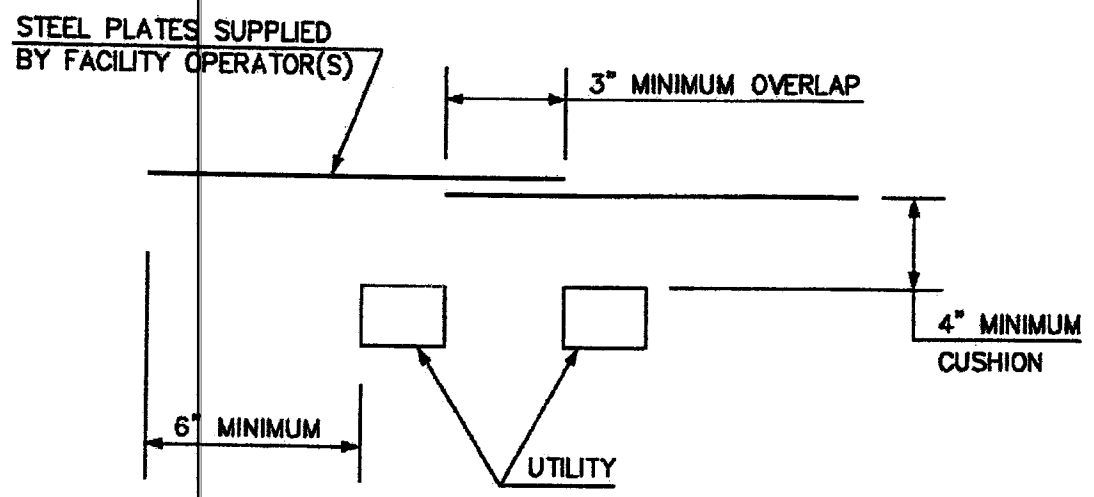
SKETCH

SUPPORT REQUIREMENTS FOR PRIVATE UTILITY CROSSING ITEMS (PLAN & SECTION A-A SKETCH NO. 100 A)

CONTRACT NO. SKETCH NO. J.B 100 A-1



PLAN
NOT TO SCALE



SECTION A-A
NOT TO SCALE

TYPICAL PLATE SIZES:
 15" x 21" x 3/8"
 16" x 24" x 3/8"
 21" x 27" x 3/8"

| REVISIONS |
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| 11-17-00 |

| | |
|---|---------------|
| JB SKETCH | |
| PLACING STEEL PROTECTION PLATES FOR ELECTRIC AND TELEPHONE FACILITIES | |
| CONTRACT NO. | SKETCH NO. |
| | JB 403 |

and foreign matter prior to the pipe being lowered into the trench. The installation of the new pipe must be performed by Operator Qualified mechanics. The Contractor must be approved by Con Edison.

A **'WARNING BURIED GAS LINES BELOW'** tape (class and stock number 024-6660) must be installed at a minimum of 12 inches above the top of the direct buried new / replacement main. When new / replacement mains are inserted, the tape is to be installed above all exposed pipe in tie-in and service excavations.

Protection Plates shall be A36 steel 3/8" thick, provided by Con Edison.

Pressure Testing Inerting:

The newly completed gas pipe shall be subjected to a combination strength-proof and leakage test by the Contractor in accordance with G-8204

The Contractor shall furnish all material, transportation and equipment, including gas and air necessary to perform and complete the pressure testing and inerting operations, including the equipment used to record the test. Inerting shall be defined as the process of displacing air or natural gas in a facility with an inert gas.

D. Method of Measurement

The quantity to be paid for under this item shall be the actual number of linear feet (LF) of plastic gas pipe installed for each pipe size, as measured along the center line of the pipe in its final position.

- JB 615.1 - Installation of Plastic Gas Pipe - 1" Diameter
- JB 615.2 - Installation of Plastic Gas Pipe - 1-1/4" Diameter
- JB 615.3 - Installation of Plastic Gas Pipe - 1-1/2" Diameter
- JB 615.4 - Installation of Plastic Gas Pipe - 2" Diameter
- JB 615.5 - Installation of Plastic Gas Pipe - 3" Diameter
- JB 615.6 - Installation of Plastic Gas Pipe - 4" Diameter
- JB 615.7 - Installation of Plastic Gas Pipe - 6" Diameter
- JB 615.8 - Installation of Plastic Gas Pipe - 8" Diameter
- JB 615.9 - Installation of Plastic Gas Pipe - 12" Diameter
- JB 615.10 - Installation of Plastic Gas Pipe - 16" Diameter

E. Price to Cover

The unit price bid per linear feet (LF) shall include the cost of all labor, equipment and materials not provided by Con Edison as necessary to complete the work. The price per linear foot (LF) of plastic gas pipe shall include pipe installation, cutting of pipe, joining by fusing, and all other work necessary to completely install the plastic gas pipe, and testing and inerting operations. Other work such as pavement saw-cutting, trench excavation, temporary timber sheeting, and backfilling with granular materials, compacting, valve installation, protection plates and pavement / curb restoration shall be paid for separately under the appropriate contract bid items.

- EO-14620-C: Segmenting Long Radius Forged Elbows.
- EO-13911-B: Installation of 6" NPS through 30" NPS Weld End Ball Valve and Valve Box for High Pressure Gas Mains.
- EO-16954-B: Sheeting for Trenches and Excavations.
- EO-15636-C: Field Fabricated Extension for Gas Valve Installations over 4 feet of Cover.
- 502664: Installation of Electronic Markers on Gas Mains & Services Pressure Testing Requirements for New and Replacement.

trench. The installation of the new pipe must be performed by Operator Qualified mechanics. The Contractor must be approved by Con Edison.

FITTINGS:

Plastic Valves

Plastic valves are approved up to and including 16" diameter. Where the same diameter valve comes in reduced port and full port openings, a full port valve shall be used (unless otherwise noted on a layout or requested by Gas Distribution Engineering).

Plastic Molded Fittings

Plastic molded fittings (caps, elbows, reducers, tees and valves) can only be joined to plastic pipe or other molded fittings by butt fusion or electrofusion. Plastic molded fittings can never be joined to plastic pipe or other molded fittings by mechanical fittings.

See Spec G-8005.

A **'WARNING BURIED GAS LINES BELOW'** tape (class and stock number 024-6660) must be installed at a minimum of 12 inches above the top of the direct buried new / replacement main. When new / replacement mains are inserted, the tape is to be installed above all exposed pipe in tie-in and service excavations.

Protection Plates shall be A36 steel 3/8" thick, provided by Con Edison.

Pressure Testing Inerting:

The newly completed gas pipe shall be subjected to a combination strength-proof and leakage test by the Contractor in accordance with G-8204

The Contractor shall furnish all material, transportation and equipment, including gas and air necessary to perform and complete the pressure testing and inerting operations, including the equipment used to record the test. Inerting shall be defined as the process of displacing air or natural gas in a facility with an inert gas.

D. Method of Measurement

The quantity to be paid for under this item shall be the actual number of each (EA) plastic gas pipe fitting installed for each pipe size. The various types of pipe sizes are defined as follows:

- JB 616.1 - Installation of Plastic Gas Pipe Fitting - 1" Diameter
- JB 616.2 - Installation of Plastic Gas Pipe Fitting - 1-1/4" Diameter
- JB 616.3 - Installation of Plastic Gas Pipe Fitting - 1-1/2" Diameter
- JB 616.4 - Installation of Plastic Gas Pipe Fitting - 2" Diameter
- JB 616.5 - Installation of Plastic Gas Pipe Fitting - 3" Diameter
- JB 616.6 - Installation of Plastic Gas Pipe Fitting - 4" Diameter
- JB 616.7 - Installation of Plastic Gas Pipe Fitting - 6" Diameter
- JB 616.8 - Installation of Plastic Gas Pipe Fitting - 8" Diameter
- JB 616.9 - Installation of Plastic Gas Pipe Fitting - 12" Diameter
- JB 616.10 - Installation of Plastic Gas Pipe Fitting - 16" Diameter

- EO-4070-C: Cover for Curb Valve Box Located in the Street.
- EO-13987-B: Temporary Locking Device for Cast Iron Curb Gas Valve Box.
- EO-19241-D: Base for .75 NPS through 2 NPS Plastic Valves and 1.5 NPS and 2 NPS Steel Valves Used on Gas Mains and Services.
- EO-3942-C3: Wood Plugs for Use with Cast Iron and Steel Pipes Street Valve Box.
- EO-4019-C: Street Valve Box.
- EO-4044-C: Cast Iron Curb Valve Box 2 ft. Extension – Type CV24
- EO-4045-C: Cast Iron Curb Valve Box 2 ft. 8 inch Extension – Type CV32
- EO-5102-D: Precast Concrete Base for Street Valve Box.
- EO-5261-C: High Hats for Plugs and Nipples on 6" NPS through 30 "NPS Steel
- EO-5315-D: Bed Blocks and Wedges for Laying Gas Pipe.
- EO-6799-C: Protective Covers for Gas Main Installations.
- EO-14134-C: Thermit Weld Process for Attaching Wire to Pipe or Fittings.
- EO-14620-C: Segmenting Long Radius Forged Elbows.
- EO-13911-B: Installation of 6" NPS through 30" NPS Weld End Ball Valve and Valve Box for High Pressure Gas Mains.
- EO-16954-B: Sheeting for Trenches and Excavations.
- EO-15636-C: Field Fabricated Extension for Gas Valve Installations over 4 feet of Cover.
- 502664: Installation of Electronic Markers on Gas Mains & Services Pressure Testing Requirements for New and Replacement.

of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include the additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of the utility facilities. The price shall also include the incremental cost of providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

F. References

1. NYS Industrial Code Rule 753

**CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
4 IRVING PLACE
NEW YORK, NEW YORK 10003**

ENGINEERING SPECIFICATION

CE-TS-3352

**SPECIFICATION FOR THE INSTALLATION
OF HIGH PRESSURE PIPE
FOR 69, 138 AND 345 kV CABLE SYSTEMS**

**SECTION I – GENERAL REQUIREMENTS
REVISION 16**

February, 2007

Prepared By: Adriano Santini. 2/28/07
Name / Date

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Name / Date

Concurrence By: Reza Ghafurian. 2/28/2007
Section Manager, Transmission Engineering / Date

Concurrence By: Timothy Cawley. 3/2/2007
General Manager, Transmission Operations / Date

Approved By: Richard P. Fogarty. 3/7/07
Chief Electrical Engineer / Date

**CONSTRUCTION SPECIFICATION
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FOR 69, 138, AND 345 kV CABLE SYSTEMS
FEBRUARY, 2007**

**SECTION III – CONSTRUCTION PACKAGE DOCUMENTS AND SUPPLEMENTAL
SPECIFICATIONS**

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- 3.2.9 Occupational Safety and Health Administration (OSHA)
- 3.2.10 "Articles of the General Condition" of the Consolidated Edison Company of New York, Inc.
- 3.2.11 Contractor HASP Manual.
- 3.3 All violations arising from non-compliance of applicable standards and references are the responsibility of the Contractor and shall be promptly rectified.
- 4.1 CONTRACT DRAWINGS, SUPPLEMENTAL SPECIFICATIONS, AND MATERIALS LISTS**
- 4.2 Drawings, specifications and material lists (electrical, transmission, mechanical, civil, etc.) are provided in Section III of this specification.
- 4.3 All specifications and drawings attached or referenced herein are the latest revisions. Any new revisions dealing with the subject removals will be furnished as an addendum to the specification and attached tables. All work shall be performed in accordance with the latest detail specification and drawings.
- 4.4 The Contractor shall submit the "As Built" Drawings within three months after the changes have been incorporated in order that the original drawings may be revised.
- 4.5 The bid drawings are construction drawings. The Contractor shall do all work strictly in accordance with such construction drawings.
- 4.6 Specifications and the drawings are complementary and are intended to completely describe the work and what is called for by one, shall be as if, called for by both. If there are any discrepancies or obvious errors in them, the Contractor shall refer the same to the Company for its decision and shall abide by that decision.
- 4.7 Materials or work described in words or phrases, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 4.8 Certain notes on equipment manufacturers' drawings included in the specification, such as "by others" do not apply to this specification. These notes apply to the equipment manufacturer only and the Contractor shall request a clarification by the Company, when in doubt of their interpretation.
- 4.9 Final installation drawings covering this work will be issued for construction purposes. The Contractor shall do all the work strictly in accordance with such installation drawings.
- 4.10 In cases where it may be found impracticable to adhere strictly to a drawing during construction, the Contractor shall inform the Company's representative on the job, who may authorize the Contractor to modify the work and who will initiate the revision of the drawings involved.
- 4.11 The Company will submit to the Contractor a schedule for the performance of the work covered by this specification to which the Contractor shall be required to adhere. Changes in this schedule may be made by mutual agreement of both parties.

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- 6.4 The Company may also designate one or more additional persons to carry out certain responsibilities on its behalf, and, in that event, the Engineering Field Representative will instruct the Contractor as to the relationship between the Engineering Field Representative and such other designated persons.
- 6.5 Except as specifically set forth elsewhere in these General Requirements or as may be otherwise directed by the Engineering Field Representative, in writing, the Engineering Field Representative shall be the principal first point of contact for the Contractor in all matters relating to the execution of the Work.
- 6.6 No action or decision of the Engineering Field Representative or any other representative of the Company will in any way supersede or diminish the Contractor's obligation to perform the Work in complete conformance with all requirements of the Contract.

7.1 QUALITY ASSURANCE

7.2 Qualification and personnel certifications

- 7.2.1 The Contractor shall provide copies of all necessary documentation for personnel qualification and certifications required to perform the work.

7.3 Regulatory and permit requirements

- 7.3.1 The Contractor shall obtain all necessary regulatory and permits required to complete the work and the project. Copies of all permits, licenses, etc, shall be provided to the Company and maintained at the work site. This includes but is not limited to:

- a. Asbestos permits (ACP-5, ACP-7)
- b. SPDES permits
- c. Waste disposal permits
- d. Building demolition permits

7.4 Test reports, material certifications, and code stamps

- 7.4.1 The Contractor shall obtain all necessary code stamps for any materials. He shall also obtain and provide copies of all test reports and material certifications for materials, products, etc.

8.1 PROPOSALS

- 8.2 Prior to and as necessary during the progress of the work under the contract, the Contractor's representative shall confer with the Company's representative at the job for the purpose of formulating a working program, so that the work performed under one or more contracts may be coordinated to prevent, if possible, any interference with the progress of work of the other Contractors.

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- 11.6** Tests to determine the quality of materials will, unless otherwise specified, be ordered by the Company at the discretion of the Company. If the specifications require the Contractor to provide the inspection service or tests, such inspection or tests shall be made by an engineer or laboratory approved by the Company. Such engineer or laboratory must furnish the Company with as many copies of any inspection or test reports as may be requested. Unless otherwise specified, tests on materials are to be made in accordance with standard methods adopted by the American Society for Testing and Materials.
- 11.7** The right of the Company to inspect and generally supervise the Work is to make certain that the Work conforms to the drawings and specifications and the other Contract Documents. Such inspection and general supervision are not intended to control the contractor as to the manner of performance of the Work.
- 11.8** Any Work installed by the Contractor and found, by the Company, to be defective, or not in strict conformance with the requirements of the drawings and specifications, shall be corrected or removed immediately and satisfactory materials or Work substituted therefore without delay, unless the Company approves such Work subject to an appropriate adjustment in the contract price. The Contractor shall also make good the work of all the other Contractors destroyed or damaged by such corrective Work, removal or replacement. The cost of such corrective Work, removal and replacement shall be at the expense of the Contractor. The Contractor shall promptly remove all rejected materials from the Premises. The Company's authority to reject any Work of the Contractor and any decision of either exercising or not exercising such authority shall not give rise to any duty or responsibility of the Company to the Contractor or any Subcontractor or Supplier.
- 11.9** Should the Company elect, at any time before Final Acceptance, to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to remove or uncover such Work to permit such inspection, examination or testing. If such Work is found to be defective or nonconforming in any significant respect, the Contractor shall pay all the expenses of such removal, uncovering, examination, testing and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract documents, the Company shall compensate the Contractor by Change Order, for reasonable additional incurred costs involved in such removal, uncovering, examination, testing and reconstruction and if completion of the Work has been delayed thereby, the Company shall grant the Contractor a reasonable extension in the time allowed for completion.
- 11.10** No previous inspection or payment shall be held as an acceptance of defective Work or materials or relieve the Contractor from the obligation to furnish sound materials and perform satisfactory Work in accordance with the Contract Documents.
- 11.11** Final payment shall not relieve the Contractor of the responsibility for faulty materials or workmanship. The Contractor shall remedy all such defects, paying the cost of such corrective Work and of repair of any damage to other work resulting there from, which shall appear within any guarantee or warranty period provided by the Contractor

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- c. Guards placed over cable pipes shall have a cushion of six inches of compacted approved backfill between the pipe and guards, and guards placed over other associated feeder pipes shall have a cushion of six inches of compacted approved backfill between the pipes and guard. If conditions require the protective steel plates to be installed closer than six inches from the top of these pipes, high density polyethylene skids as per Specification No. EO-8069, latest revision, shall be installed on the pipe before the steel plates are set in place. In no case shall there be less than two inches of compacted backfill between the pipes and the protective plates.
- d. The bottom of all trenches shall be smooth, uniform, and free of all loose rock, stones or other foreign matter. Nothing shall be left in the bottom of the trench that might damage the pipe coating. The trench shall be such that a minimum of six inches of compacted approved backfill shall be beneath and beside the pipe as per Specification No. EO-12640-B, latest revision.
- e. Trench widths and spacing of pipes shall conform to EO-12640-B or as specified on the layout. When the trench is in solid rock, changes to the pipe configuration and trench dimensions may be permitted with the written approval of the Engineer. No decrease in dimensions shall be made without specific approval of the Engineer.

1.3 Clearance from Subsurface Structures

- 1.3.1 External heat sources such as steam mains, duct banks containing power cables, and the like, limit the current carrying capability of pipe type feeders. To minimize this influence, a face-to-face separation of not less than twelve feet for horizontal runs nor less than two feet for right angle crossings shall be maintained from all steam mains, steam services six inches and over in size, duct bank systems of six ducts or more and all other pipe type feeders. For steam mains under six inches in size and for power duct systems of five ducts or less, the separation shall not be less than six feet in a horizontal direction and 1½ feet in a vertical direction. Where these spacings cannot be obtained, specific approval shall be obtained from the Engineer for corrective measures to be applied. Insulating slabs as per Drawing EO-8935-D, latest revision or specifically designed ventilation chambers shall be used if specified in the layout.
- 1.3.2 All new subsurface electric pipes shall be constructed with a standard minimum clearance of 12 inches from liquid petroleum pipelines, gas lines, transmission facilities or concrete structures. When the 12 inches clearance is not practical it may be reduced to a minimum of six inches, provided approval from the Engineer is obtained and piers and skids as described in Specification No. EO-15362-B, latest revision, are installed on the electric pipes to prevent contact from occurring due to settlement.
- 1.3.3 The minimum clearance from the gas distribution facilities shall be six inches provided that piers as described in Specification No. EO-15362-B, latest revision, are installed to prevent contact between the electric facilities and the

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- 1.5.2 *The location of all joint manholes shall be based on field conditions and on pulling tension requirements, as described in section 14.0 of EO-1109, latest revision.*
- 1.5.3 *Stop joint manholes are required as follows:*
- a. *Where a dielectric fluid leak from a 69 kV, 138 kV or a 345 kV pipe type cable with a water crossing (over, in or under the water) could enter a waterway, a full stop joint shall be installed at the cable's shore manhole(s) if the need for such a joint is supported by factors such as distance to waterway, feeder elevation profile, sensitive environments (i.e. presence of sensitive threatened or endangered species or wetlands), etc., as well as risks associated with normal operations, failure modes, and catastrophic events.*
 - b. *A decision not to install a full stop joint at a water crossing shall be approved by the Chief Electrical Engineer with the concurrence of the Vice President of Environmental, Health & Safety.*
- 1.6 Pipe
- 1.6.1 Steel Pipe
- a. Steel pipe in accordance with Specification No. EO-9000, latest revision, shall be specified for installation of high pressure cables, pressurization and dielectric fluid circulation systems.
 - b. The cable pipes and associated pressurization or dielectric fluid circulation pipes having a 5 inch or larger diameter, shall be furnished with ends flared in accordance with Specification No. EO-5199-B, latest revision, unless otherwise specified by Central Engineering.
 - c. Each length of steel pipe installed shall have been cleaned and coated externally in accordance with Specification No. G-8196, latest revision. The interior surface of all steel pipes shall have been cleaned and coated as called for in Specification No. EO-8193, latest revision. The pipe shall be provided with end seals tightly plugged to prevent the entrance of dirt and moisture.
- 1.6.2 Stainless Steel Pipe
- a. Stainless steel pipe in accordance with Specification No. EO-8097, latest revision, shall be specified for installation of single phase cable.
 - b. Stainless steel pipe shall be delivered externally uncoated and protected from damage internally and externally as specified in Specification No. EO-8097, latest revision. The external field coating shall be in accordance with the method specified in Specification No. G-8209, latest revision.

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1.9 Testing External Coatings

- 1.9.1 A spark test shall be made at 18,000 to 20,000 Volts, peak value, on all coatings as indicated in Specification No. G-8196, latest revision, using an instrument that has been checked by Con Edison. The tests shall be made on the entire length of the pipes including areas coated in the field over welds or at repairs. These tests shall be made as near the time of backfilling as is practicable to insure that the coating is free of defects and to avoid re-excavating to repair defects after the trench has been backfilled. The coater shall furnish Con Edison's Central Stores Department with a written certification as per Specification No. G-8196, latest revision, of a pre-coating inspection.
- 1.9.2 Spark tests shall be made only when the pipe is dry.
- 1.9.3 All defects found shall be repaired as outlined in Specification No. G-8209, latest revision.
- 1.9.4 After the section of pipe has been installed and backfilled, a Coating Resistance Test shall be made by Con Edison's Corrosion Control personnel on the installed section. The minimum acceptable coating resistance value shall be 2,000,000 ohms-square foot. This can be converted into a minimum coating resistance for any length of pipe by the formula: Resistance of section (ohms) = 2,000,000 (ohms-square foot) divided by the surface area of pipe section (sq-ft). This resistance test shall be performed on all pipe sections installed between adjacent manholes; however, tests may be taken at shorter intervals when requested by the Company Field Representative.
- 1.9.5 Whenever the pipe section coating resistance is less than acceptable, an over-the-ground survey shall be conducted to locate coating faults. These faults shall be repaired as outlined in Specification No. G-8209, latest revision, and backfilled. If failing coating resistance values are due to accidental contacts with underground metallic structures, these contacts shall be cleared and all specified clearances shall be maintained. The coating resistance test shall then be repeated to verify that minimum acceptable values are obtained.

1.10 Pipe Installation - General

- 1.10.1 Pipe installation shall be carefully planned to insure a minimum elapsed time between the start of trench excavation and the completion of resurfacing over the excavation. Pipe installation shall follow trench excavation as rapidly as possible.
- 1.10.2 Night caps as per Drawing No. EO-7370-B, latest revision, shall be installed to maintain an airtight seal at the ends of the pipes and a positive pressure of dry air maintained within sections so pipes that might become submerged in case of heavy rains.
- 1.10.3 All pipes shall be labeled at each end of every run and at every tie-in point with other piping to positively identify the pipes and their destination.
- 1.10.4 Prior to backfilling, measurements shall be taken so as to provide an "As Constructed" plan and profile of completed lines, including the cover and offset from the baseline of each weld. Copies of the "As Constructed" drawings shall be sent to the Engineer and Property Records after completion of work.

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1.11.4 The closing of pipe ends in the trench shall be done by means of an approved fitting which will not damage the pipe ends and be capable of withstanding a minimum of 10 psig. In manholes, or other pick up points, the open ends shall be welded closed with a pressure test terminating pipe assembly as specified in Drawing No. EO-14661-D, latest revision.

1.12 Pipe Installation – Stainless Steel Pipes

In addition to Paragraphs 1.6.2 and 1.10, the following also applies to stainless steel pipe installations.

1.12.1 Stainless steel pipe shall be delivered externally uncoated and shall be field coated as per Specification No. G-8209, latest revision. Stainless steel pipes shall be installed as specified on the layout.

1.12.2 The minimum-bending radius for nominal 6 inch O.D. stainless steel pipe shall be 8 feet. When more than one bend is required, the minimum bending radius of 8 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 16 feet. The minimum bending radius for nominal 5" O.D. and nominal 4 inch O.D. stainless steel pipes shall be 6 feet. When it is required to make several bends, the minimum bending radius of 6 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 12 feet. Adequate measures shall be taken to prevent the pipe from kinking, flattening or going out of round.

1.12.3 The stainless steel pipes shall be joined by means of stainless steel sleeves in accordance with Specification No. EO-8048, latest revision. After the welds have passed the test requirements, the weld areas shall be coated in accordance with Specification No. G-8209, latest revision.

1.13 Pipe Installation – Copper Pipes

In addition to Paragraphs 1.6.3 and 1.10, the following also applies to copper pipe installation.

1.13.1 Copper pipes shall be bent with bending machines or by such other means as to prevent the pipe from kinking, flattening or going out of round. The minimum bending radius for copper pipes shall be 6 feet. When it is required to make several bends, the minimum bending radius of 6 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 12 feet, unless otherwise approved by the Engineer.

1.13.2 Sleeves for joining copper pipes shall be those supplied by the Company. The sleeves are the same material as that of the pipe. The clearance between O.D. of the pipe and I.D. of the sleeve shall be in accordance with Drawing No. EO-6947-D, latest revision. The brazing material shall have minimum silver content of 15 percent.

1.14 Installation of Pipe in Casings or Abandoned Gas Mains

1.14.1 Whenever the pipe is installed within a steel casing, it shall be kept electrically isolated from the casing by means of approved casing insulating skids as per Specification No. G-100, 280, latest revision. The skids shall be installed on the

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1.20 Welding

- 1.20.1 Steel pipe welding shall be performed as prescribed in Specification No. G-1064, latest revision.
- 1.20.2 Stainless steel pipe welding shall be performed as prescribed in Specification No. EO-8048, latest revision.
- 1.20.3 Steel and stainless steel pipe welding shall be performed by welders who have been qualified by the Company for welding the type of steel as per Specification Nos. G-1065 and EO-8048, latest revisions, respectively.
- 1.20.4 Prior to welding of pipe lengths, the protective masking over the uncoated portion of the pipe ends shall be removed and any rust or foreign material left on the pipe which may leave undesirable ash from welding heat shall be carefully cleaned off.
- 1.20.5 Pipes 2 inches or smaller shall be joined using socket weld fittings. Pipes 3 inches and larger shall be joined using butt welds. Couplings can only be used with Engineering approval.
- 1.20.6 Under no circumstances shall a mitered joint of any angle be made in changing direction of any pipe.
- 1.20.7 All bend fittings used shall be of a large radius type.
- 1.20.8 Separate qualifications shall be made for welding of steel, welding of stainless steel and brazing of copper; that is, an individual performing all three functions shall have been qualified for each function separately as per Specification Nos. G-1065 and/or EO-8048, latest revisions, as applicable.
- 1.20.9 When welding gate or globe valves into any line, care must be taken not to damage any part of the valve. Valves shall be slightly closed or just making contact when welded into the line. When installing ball valves, the pipe flanges shall be tack welded in place, the valve body removed and then the weld completed.
- 1.20.10 All dead end valves provided for vacuum and/or filling ports shall be 2 inch gate valves or 2 inch ball valves as specified on the layout.
- 1.20.11 Whenever possible, the use of "tee" fittings, which would be buried, shall be avoided.

1.21 Acceptance of Welds

- 1.21.1 Acceptance of each weld shall be based upon an acceptance radiograph test. The radiograph test shall be performed as per Specification No. G-1070, latest revision, by an independent vendor, hired by the Company, who shall inform the Company's Field Representative about the acceptability of the weld.
- 1.21.2 Each welded pipeline section is to be pressure tested at 500 psig internal pressure. Test to be conducted at a later date. (See Paragraph 1.23 of this Specification).

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- 1.23.5 Whenever a liquid as per Paragraph 1.23.2 is used to test a piping section, the Contractor shall remove all the liquid remaining in the pipe section to the satisfaction of the Field Representative. The Contractor has the responsibility of properly disposing of the used liquid in accordance with all regulations.
- 1.23.6 Where welds cannot be checked for acceptance individually by radiograph tests (i.e., joint casings, by-pass piping, etc.) those welds shall be tested at the time of making the overall acceptance pressure tests on the completed section between manholes as described in Paragraph 2.4 of this Specification.
- 1.23.7 Upon completion of the 500 psig gas pressure test, the pressure within the pipe shall be reduced to 250 psig and held for a minimum of seventy-two (72) hours to check for the presence of leaks in the pipe system. During the seventy-two hour period, the pipe under test shall be connected through a manometer to a buried reference tank that is known to be tight so that the manometer will indicate whether a loss of pressure in the pipe under test is being experienced during the test period. Pressure readings shall be recorded every hour. This work shall be performed by either Company forces or the Contractor, as specified in the bid documents.
- 1.23.8 The reference tank shall be made as per Drawing No. EO-12215-C, latest revision, and shall have a cylindrical steel pressure vessel capable of withstanding the test pressures and having a volume of not less than 1.5 cubic feet. It shall be buried at the manhole locations indicated on construction drawings so as to have at least two feet of cover to minimize the effects of ambient temperature changes.
- 1.23.9 After one of the pipes entering any particular manhole has successfully withstood this comparison test and is found to be tight, this pipe may then be used as a reference tank for the testing of other pipes. This work shall be performed by either Company forces or the Contractor, as specified in the bid documents.
- 1.23.10 Any loss of pressure indicating the presence of leaks shall be fully investigated and the leaks located and repaired. All leaks shall be reported to and inspected by the Field Representative.
- 1.23.11 The method of repairing leaks shall be subject to the approval of the Field Representative. After the repairs have been made the 500 psig pressure (burst) test and the 250 psig dry air leakage drop test shall be repeated.

NOTE

The following work shall be performed by company forces or as indicated otherwise.

2.1 WORK TO BE PERFORMED BY OTHERS

2.2 Installation of Reducers

- 2.2.1 After these pressure tests have been completed and the pipe is known to be free of leaks, the boiler end caps over the pipe ends in the manhole shall be cut off and the joint reducers welded to the pipe. The point at which the pipe is to be cut

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shall be taken at points remote from the vacuum pump. If the pressure rise during the one half hour pressure rise test is in excess of 100 microns, vacuum shall be reapplied continuously again until the pressure is down to 150 microns, a subsequent one half hour pressure rise test made and this procedure continued until the requirements are met.

2.4.4 After the pipe has successfully passed the vacuum dryness test, the vacuum shall be broken with tested dry air as per Paragraph 1.1.1. A positive pressure of not less than 10 psig shall then be built up and maintained in the pipe to prevent the entrance of moisture in the case of submersion.

2.5 Final Acceptance Proof Test

2.5.1 Upon completion of the splicing, evacuation and filling of a feeder with dielectric fluid as per Specification No. EO-1109, latest revision, the completed pipe system, including the dielectric fluid circulation pipes, shall be proof tested with dielectric fluid for not less than one half hour as follows:

- | | | |
|----|--------------------------|----------------|
| a. | 345 kV System | 950 psig (Max) |
| b. | 138 kV and 69 kV Systems | 550 psig (Max) |

NOTE

Maximum proof test pressure will change if system pressure is increased.

2.5.2 The dielectric fluid circulation pipes shall be subjected to proof tests at a higher pressure as required by the Engineer.

2.5.3 All safety pressure valves and/or discs, gauges, pressure switches and other components that may be damaged due to the high pressure are to be valved off before the test is commenced.

2.5.4 After the pressure has been maintained at the 950 psig or 500 psig level as per Paragraph 2.4.1 for one-half hour it shall be reduced to 250 psig and held for a minimum of twenty four (24) hours. During the twenty-four hour test, the pumps and dielectric fluid pressure must constantly be monitored.

2.6 Spare Pipes

2.6.1 In the event that a pipe is installed which will not be used for a period of time such as in the case of spares submarine pipes, all the requirements of this specification shall be followed. A ¼ inch pipe connection shall be made to the pipe, terminating in a plugged valve in a suitable place where the pressure may be checked periodically. Consecutive sections of pipes route through the same manhole systems shall be connected in series with 5/8 inch copper tubing. All such pipes are to be left with a positive pressure of 25 psig of dry air and shall have proper identification as indicated in Paragraph 1.10.3. To insure that a positive pressure of 25 psig is maintained, such spare pipes shall be checked periodically as per EO-6045.

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Transmission Operations personnel shall tag the feeder pipe accordingly. The Substation Operator shall ensure that he/she is properly identifying the feeder in the pressurizing plant.

(3) **Electrical Test Procedure Method**

- **Major Pipe Section Relocation** – When extended lengths of pipe are required to be installed due to a major facility relocation, then test pits are to be excavated at both ends at the proposed tie-in locations. Both pipes are to be exposed and one of the two feeder pipes shall be identified by the use of ungrounded tracing current and tagged accordingly by Company personnel. Once positive identification is achieved, the feeder shall be returned to service.
- **Installation of New Manhole** – When the new manhole structure will be installed over existing feeders to allow installation of "Wye" joint(s), then a test pit will be excavated at the proposed location exposing the pipes. One of the two feeder pipes shall be identified by use of ungrounded tracing current and tagged accordingly by Company personnel. Once positive identification is achieved, the feeder shall be returned to service.

2.7.4 **Installation of New Pipes or Verification of Existing Pipes to Substation**

NOTE

Either Company forces or the Contractor, as specified in the bid documents, shall perform this work.

- a. Verification of pipes shall be performed on all completed pipe sections and connecting manholes using dry air and pressure gauges. Testing shall begin at the cutover location and proceed towards the station potheads. The existing transmission feeder pipe identified in accordance with Paragraph 2.6.3 and the new and/or existing pipe to be connected, will both be designated as the reference pipe. (New pipes are typically installed just outside the manhole wall or placed on top of the existing pipes until the final cutover of the feeder is performed.)
- b. The reference pipe shall be filled with dry air. Steps detailing the verification process are as follows:
 - (1) Establish reference pipe in accordance with Paragraph 2.6.3.
 - (2) Install pressure gauges on both pipes in the next connecting manhole.
 - (3) Raise pressure of reference pipe to 10 psig and observe gage pressure at connecting manhole. The pipe that registers a pressure change shall now be designated the reference pipe and

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- 3.7 Copies of all necessary permits, licenses, etc.
- 3.8 Detailed construction and removal schedule.
- 4.1 DELIVERY, STORAGE, AND HANDLING**
- 4.2 The Contractor shall furnish all necessary labor, equipment and material required to unload the equipment and materials at the construction site. Each shipping crate or drum must be inspected for damage before being removed from the transporting vehicles. If there is visible evidence of damage to the crate or equipment, this must be reported immediately to the Company representative on site to facilitate any damage claims against the carrier or manufacturer.
- 4.3 The Contractor shall uncrate the equipment or waste materials carefully, taking all necessary precautions to prevent damage to the existing equipment.
- 4.4 The Contractor shall inspect the shipping manifest and verify that all equipment and/or materials specified herein are on the shipping manifest. The Contractor shall immediately notify the Company representative on site if there is shortage or excess of equipment and/or materials.
- 4.5 The Contractor shall remove and dispose of all shipping crates and packing materials from the construction site immediately after the equipment is unloaded.
- 4.6 The Contractor shall remove, store and transport off site, all associated materials and waste items referred to in the attached drawings and specifications.
- 4.7 The Contractor, on a daily basis, shall dispose of all packing materials, crating, general debris and other waste items from the site, in order to maintain proper safety, environmental and sanitary conditions on the site.
- 4.8 The Contractor shall be responsible for the security and loss of his material and equipment.
- 4.9 The Contractor shall maintain the work area in a neat and orderly condition at all times. Site clean-up shall be performed on a daily basis and as directed by the field representative, and shall include removal of all material no longer needed for construction purposes as well as papers, cups, cans, and other non-construction debris. The Contractor shall be responsible to furnish and maintain trash receptacles suitable for the type and quantity of material to be removed. Type and quantity shall be subject to the approval of the field representative. At the completion of the job the site should be left in a clean and finished condition.
- 4.10 The Contractor shall dispose of all construction debris, equipment, etc. in accordance with all federal, state and local environmental laws and regulations.
- 5.1 FABRICATION**
- 5.2 Items must be manufactured, fabricated, or assembled prior to delivery to the site. If necessary, the Contractor shall pre-assemble all working parts prior to disassembly to shipment to the job site.

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- 7.9 Prior to bringing any materials on the job site or Company property, the Contractor shall submit Material Safety Data Sheets (MSDS) to the Site Representative for approval. The MSDS's will be submitted as part of the required Health and Safety Plan (HASP). The Contractor must keep copies of all MSDS's on the job site during the Work
- 7.10 The Contractor shall obtain any permit, license or approval necessary to perform the Work in accordance with all federal, New York State and local regulations, codes and laws.
- 8.1 CONSTRUCTION**
- 8.2 None.
- 9.1 FIELD QUALITY CONTROL**
- 9.2 All parts of the Work shall throughout the time of the performance of the Contract, be subject to inspection by the Company. The Company shall be final judge of the quality and acceptability of the Work, the materials and equipment used herein, and the process of the manufacture and methods of constructions employed in connection with the Work. The Company shall have the right to witness any tests the Contractor or third party conducts.
- 9.3 If at any time prior to the completion of all of the Work, the Company finds as a result of any inspections any part of the Work, is not suitable or of good quality, or fails to conform to the specifications or drawings, the Company has the options to require the Contractor, at his expense and within reasonable time, to reconstruct, replace or correct the applicable Work.
- 9.4 Upon completion of the work, the Contractor shall clean the entire work area of all unused material and equipment. The Contractor shall remove all of his equipment and construction materials and vacate storage areas which may have been temporarily assigned for his use by the Company. The Contractor will not leave any hazardous wastes, solid wastes, chemicals, lead, asbestos or other environmental hazards on the site.
- 9.5 This work will take place in an active, operational, high voltage substation. The Contractor shall not interfere with the normal and/or emergency substation operation. Workers shall limit their access to active work areas only.
- 9.6 The Contractor shall use the Trades having jurisdiction to perform the work covered by this specification and he shall comply with all rules and regulations of Trades covering the type of work as accepted by a recognized group of trade employers. The employees shall be skilled in their particular lines and shall not conflict in any way with those of other Trades employed under other Company contracts at any location.
- 10.1 REPAIR AND RESTORATION**
- 10.2 The Contractor shall install equipment and materials as shown on the drawings, except where obvious, unforeseen interferences occur.
- 10.3 When field changes are required, every effort shall be made to coordinate the change with other conduit work, structural work, lighting installations, etc., being done at the

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SECTION III – CONSTRUCTION PACKAGE DOCUMENTS AND SUPPLEMENTAL SPECIFICATIONS

PART 0 – (Contract Drawings, Tables, & Lists)

- 1.0 The list of contract drawings included with the construction package
- 2.0 The list of supplemental specifications and applicable revision. If the specification is not provided as a Part in this section, provide instructions where the specifications are to be found (e.g. Con Edison, Manual of Construction) and how to obtain copies.
- 3.0 Reference Drawings
- | | | |
|------|------------|---|
| 3.1 | 301709 | Cathodic Corrosion Protection for Electrical Feeder Pipe Test Station Installation. |
| 3.2 | EO-4796-D | Connector Plate Assembly for Attaching Bonds, Thermocouple and Shunt Wires to Steel Electric Cable Pipes. |
| 3.3 | EO-5199-B | Pipe with Flared Ends for Chill Ring Welds on Electric Cable Pipes. |
| 3.4 | EO-6947-D | Welding Sleeve for Pipe Connection in Pipe Type Cable System. |
| 3.5 | EO-7370-B | Night Cap for 5-9/16", 6-5/8" and 10-3/4" OD Pipe and 7" Tubing. |
| 3.6 | EO-8935-D | Heat Deflecting Slab for Installation between Steam Mains and Electric Cables. |
| 3.7 | EO-9230-C | Sleeve Details and Method of Sealing H.P. Cable Pipe through Manhole wall. |
| 3.8 | EO-10569-D | Mandrels for H.P. Cable Pipes. |
| 3.9 | EO-12215-C | Reference Tank for Leakage Testing of H.P. Pipelines. |
| 3.10 | EO-12640-B | B.H.P. Cable and Dielectric Fluid Circulating Pipe Trenching and Backfill. |
| 3.11 | EO-14267-C | Typical Sleeve Installation of High Pressure Cable Pipe Type. |
| 3.12 | EO-14661-D | Typical Pressure Test Assemblies and Installation for 5" to 12" Pipes. |
| 3.13 | EO-15362-B | Pier Installation and Details for 138/345 kV High Pressure Pipes Crossing Facilities. |
| 3.14 | EO-16325-B | Radius Acceptance Mandrel for 5-9/16", 8-5/8" and 10-3/4" O.D.H.P. Pipe. |

PART 1 thru XX – (Supplemental Specifications)

- 4.1 Reference Specifications
- 4.2 G-1064 Shielded Metal Arc Welding Procedure for Welding Steel Pipe and Fittings.

| |
|---------------------------------|
| Gas Approved Contractors |
| RCI Contracting |
| Dannella Contracting |
| Mannetta Contracting |
| Safeway Contracting |
| Mecc Contracting |

Roadway Contracting Inc.
570 Gardner Ave.
Brooklyn, NY 11222
John Roman # 718-963-3500

Danella Construction
80 Business Park Dr. Suite 200
Armonk, NY, 10504
John Mazzari # 914-403-2179

Manetta Industries
44-17 54th Dr.
Maspeth, NY, 11378
Rick Manetta # 718-937-5656

Safeway Construction Enterprises
105 West St. St.
Brooklyn, NY, 11222
Guido Dire # 718-349-6645

MECC Contracting
21 Autumn Ave.
Brooklyn, NY, 11208
Luigi Moccia # 718-235-0800

JOINT BID WORKSHEET
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON COMPANY OF NEW YORK
QEDA-001
ACCELERATED DISTRIBUTION WATER MAIN REPLACEMENT AND SEWER
REHABILITATION
BOROUGH OF QUEENS

| JOINT BID ITEM NUMBER | DESCRIPTION | UNITS | ESTIMATED QUANTITY |
|--------------------------|---|-------|-----------------------|
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1) | EA | 20 |
| JB 100.2 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .2) | EA | 20 |
| JB 100.3 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .3) | EA | 10 |
| JB 101.1 | UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1) | EA | 15 |
| JB 101.2 | UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .2) | EA | 15 |
| JB 101.3 | UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .3) | EA | 4 |
| JB 102.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1) | EA | 15 |
| JB 102.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2) | EA | 15 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) | EA | 150 |
| JB 108.2 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2) | EA | 40 |
| JB 109.1 | UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .1) | EA | 70 |
| JB 109.2 | UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .2) | EA | 70 |
| JB 200 | EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES | LF | 300 |
| JB 225 | INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EA | 30 |
| JB 226 | INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES | EA | 4 |
| JB 227 | REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EA | 4 |
| JB 300 | SPECIAL CARE EXCAVATION AND BACKFILING | CY | 51 |

December 12, 2014

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FOR CONSOLIDATED EDISON COMPANY OF NEW YORK
QEDA-001
ACCELERATED DISTRIBUTION WATER MAIN REPLACEMENT AND SEWER
REHABILITATION
BOROUGH OF QUEENS

| JOINT BID ITEM NUMBER | DESCRIPTION | UNITS | ESTIMATED QUANTITY |
|-----------------------|--|-------|--------------------|
| JB 450.2 | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE 2) | CRHRS | 80 |
| JB 450.3 | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE 3) | CRHRS | 80 |
| JB 500 | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) | LF | 150 |
| JB 501 | REMOVAL OF ABANDONED MASONRY FOR ELEC. AND TEL. FACILITIES | CY | 67 |
| JB 603E.1 | INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | LF | 500 |
| JB 615.3 | INSTALLATION OF PLASTIC GAS PIPE - 1-1/2" DIAMETER | LF | 40 |
| JB 615.6 | INSTALLATION OF PLASTIC GAS PIPE - 4" DIAMETER | LF | 40 |
| JB 615.7 | INSTALLATION OF PLASTIC GAS PIPE - 6" DIAMETER | LF | 40 |
| JB 616.3 | INSTALLATION OF PLASTIC GAS PIPE FITTING - 1-1/2" DIAMETER | EA | 20 |
| JB 616.6 | INSTALLATION OF PLASTIC GAS PIPE FITTING - 4" DIAMETER | EA | 20 |
| JB 616.7 | INSTALLATION OF PLASTIC GAS PIPE FITTING - 6" DIAMETER | EA | 20 |
| JB 636 EE | ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH) | EA | 2 |
| JB 636 EG | ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH) | EA | 2 |
| JB 636 R | REPAIR TO UTILITY STRUCTURES | CY | 8 |
| JB 638 N | INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE | CY | 32 |
| JB 638 R | BREAK OUT AND REMOVE UTILITY STRUCTURE | CY | 32 |

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CON EDISON JOINT BIDDING SCOPE OF WORK
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ACCELERATED DISTRIBUTION WATER MAIN REPLACEMENT AND SEWER
REHABILITATION
BOROUGH OF QUEENS

| | | |
|----------|---|----|
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1) <i>At the following locations:</i> Various Mid-block and Various Intersections AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for JB 100.1 = 20 | EA |
| JB 100.2 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .2) <i>At the following locations:</i> Various Mid-block and Various Intersections AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for JB 100.2 = 20 | EA |
| JB 100.3 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .3) <i>At the following locations:</i> Various Mid-block and Various Intersections AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for JB 100.3 = 10 | EA |
| JB 101.1 | UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1) <i>At the following locations:</i> Various Mid-block and Various Intersections AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for JB 101.1 = 15 | EA |

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BOROUGH OF QUEENS**

| | | |
|-----------------|--|-----------|
| JB 108.1 | <p>UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 108.1 = 150</p> | EA |
| JB 108.2 | <p>UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 108.2 = 40</p> | EA |
| JB 109.1 | <p>UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .1)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 109.1 = 70</p> | EA |
| JB 109.2 | <p>UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" (TYPE .2)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 109.2 = 70</p> | EA |

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| | | |
|------------------|---|-----------|
| JB 301 | <p>SPECIAL CARE HAND EXCAVATION OIL-O-STATIC ENCROACHMENT</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 301 = 15</p> | CY |
| JB 303 | <p>FURNISH, DELIVER AND INSTALL 3/8" CLEAN SAND BACKFILL</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 303 = 44</p> | CY |
| JB 330E.1 | <p>SUPPORT & PROTECT ELEC, GAS & STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE W/IN TRENCH LIMITS (TYPE 1)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 330E.1 = 150</p> | LF |
| JB 330E.2 | <p>SUPPORT & PROTECT ELEC, GAS & STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE W/IN TRENCH LIMITS (TYPE 2)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 330E.2 = 100</p> | LF |

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| | | |
|----------|--|----|
| JB 400 | <p>TEST PITS FOR UTILITY FACILITIES</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 400 = 100</p> | CY |
| JB 401 | <p>TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 401 = 143</p> | CY |
| JB 402.1 | <p>EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 402.1 = 320</p> | LF |
| JB 402.2 | <p>EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 402.2 = 320</p> | LF |

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| | | |
|-----------|---|-------|
| JB 450.2 | <p>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE 2)</p> <p><i>At the following locations:</i></p> <p>Various Locations</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 450.2 = 80</p> | CRHRS |
| JB 450.3 | <p>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE 3)</p> <p><i>At the following locations:</i></p> <p>Various Locations</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 450.3 = 80</p> | CRHRS |
| JB 500 | <p>REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 500 = 150</p> | LF |
| JB 501 | <p>REMOVAL OF ABANDONED MASONRY FOR ELEC. AND TEL. FACILITIES</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 501 = 67</p> | CY |
| JB 603E.1 | <p>INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>Total Quantity for JB 603E.1 = 500</p> | LF |

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| | | |
|------------------|--|-----------|
| JB 616.7 | <p>INSTALLATION OF PLASTIC GAS PIPE FITTING - 6" DIAMETER</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>Total Quantity for JB 616.7 = 20</p> | EA |
| JB 636 EE | <p>ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 636 EE = 2</p> | EA |
| JB 636 EG | <p>ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 636 EG = 2</p> | EA |
| JB 636 R | <p>REPAIR TO UTILITY STRUCTURES</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for JB 636 R = 8</p> | CY |
| JB 638 N | <p>INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE</p> <p><i>At the following locations:</i></p> <p>Various Mid-block and Various Intersections</p> <p>Total Quantity for JB 638 N = 32</p> | CY |

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| | | |
|----------|--|----|
| JB 803.2 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY) | LF |
| | <i>At the following locations:</i> | |
| | Various Mid-block and Various Intersections | |
| | AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE | |
| | Total Quantity for JB 803.2 = 60 | |
| JB 850 | INSTALLATION OF RUBBER SHEETS FOR UTILITY FACILITIES | SF |
| | <i>At the following locations:</i> | |
| | Various Mid-block and Various Intersections | |
| | Total Quantity for JB 850 = 270 | |
| JB 900 | EXTRA UTILITY WORK COSTS ALLOWANCE | Fs |
| | (THREE HUNDRED & FIFTY TWO THOUSAND DOLLARS AND ZERO CENTS. \$352,000.00) | |
| | <i>At the following locations:</i> | |
| | Various Locations | |
| | AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE | |
| | Total Quantity for JB 900 = 1 | |

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VERIZON

For Information Only

Project ID. QEDA001

DECEMBER 2014

**QEDA-001- Distribution Water Main Work
Boroughs of Queens
Verizon Utility Joiny Bid Estimate**

| JB ITEM | UNITS | TOTAL | DESCRIPTION |
|----------|-------|----------|---|
| 402T.V1 | LF | 100 | EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT |
| 402T.1A | LF | 1,000 | EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT |
| 402T.V1A | LF | 500 | EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT |
| 402T.2 | LF | 2,000 | EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT |
| 402T.V2 | LF | 400 | EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT |
| 402T.2A | LF | 5,000 | EXISTING OCCUPIED NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT |
| 402T.V2A | LF | 100 | EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT |
| 403 | SF | 100 | PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES |
| 500 | LF | 100 | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) |
| 798 | LF | 50 | MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES |
| 799 | LF | 50 | MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES |
| 800 | LF | 50 | MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES |
| 801 | LF | 50 | MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES |
| 803 | LF | 80 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS |
| 900 | FS | <u>1</u> | EXTRA UTILITY WORK COSTS ALLOWANCE PRICE BID SHALL BE FIXED SUM OF \$250,000 (TWO HUNDRED & FIFTY THOUSAND DOLLARS AND ZERO CENTS.) |

VERIZON

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**QEDA-001- Distribution Water Main Work
Boroughs of Queens**

Schedule U-2: Scope of Work for JB items

| | | |
|---|---------------------------|-----------|
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE JB 108.3 | TOTAL | 8 |
| <hr/> | | |
| JB 108.4 UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4) | @ THE FOLLOWING LOCATIONS | |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE JB 108.4 | TOTAL | 5 |
| <hr/> | | |
| JB 109.1 UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1) | @ THE FOLLOWING LOCATIONS | |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE JB 109.1 | TOTAL | 15 |
| <hr/> | | |
| JB 109.2 UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2) | @ THE FOLLOWING LOCATIONS | |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE JB 109.2 | TOTAL | 8 |
| <hr/> | | |
| JB 109.3 UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3) | @ THE FOLLOWING LOCATIONS | |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE JB 109.3 | TOTAL | 4 |
| <hr/> | | |
| JB 109.4 UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4) | | |

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**QEDA-001- Distribution Water Main Work
Boroughs of Queens**

Schedule U-2: Scope of Work for JB items

| HYDRANTS PERPENDICULAR TO OVERHEAD WIRES | | |
|---|--|----------------|
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | QTY(EA) |
| JB 350D-T | | 64 |
| | TOTAL | 64 |
| <hr/> | | |
| | JB 350H-T WATER MAIN OR CHUTE INSTALLATION PARALLEL TO MAIN CABLE WITHIN 4' CENTERLINE OF WATER MAIN TO CURB | |
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | QTY(LF) |
| JB 350H-T | | 5160 |
| | TOTAL | 5160 |
| <hr/> | | |
| | JB 400 TEST PITS FOR UTILITY FACILITIES | |
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | QTY(CY) |
| JB 400 | | 60 |
| | TOTAL | 60 |
| <hr/> | | |
| | JB 401 TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES | |
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | QTY(CY) |
| JB 401 | | 800 |
| | TOTAL | 800 |
| <hr/> | | |
| | JB 402T.1 EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | |
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | QTY(LF) |
| JB 402T.1 | | 500 |
| | TOTAL | 500 |
| <hr/> | | |
| | JB 402T.V1 EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | |

VERIZON**For Information Only****DECEMBER 2014**

**QEDA-001- Distribution Water Main Work
Boroughs of Queens**

Schedule U-2: Scope of Work for JB items

| CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | | |
|--|----------------------------------|----------------|
| | @ THE FOLLOWING LOCATIONS | QTY(LF) |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | | |
| JB 402T.2A | TOTAL | 5000 |
| JB 402T.V2A | | |
| EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | | |
| | @ THE FOLLOWING LOCATIONS | QTY(LF) |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | | |
| JB 402T.V2A | TOTAL | 100 |
| JB 403 | | |
| PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES | | |
| | @ THE FOLLOWING LOCATIONS | QTY(SF) |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | | |
| JB 403 | TOTAL | 100 |
| JB 500 | | |
| REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) | | |
| | @ THE FOLLOWING LOCATIONS | QTY(LF) |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | | |
| JB 500 | TOTAL | 100 |
| JB 798 | | |
| MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES | | |
| | @ THE FOLLOWING LOCATIONS | QTY(LF) |
| AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE | | |
| JB 798 | TOTAL | 50 |
| JB 799 | | |
| MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES | | |

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE
TIME WARNER CABLE OF NEW YORK CITY
QEDA-001
Accelerated Distribution Water Main Replacement
Borough of Queens

| JB ITEM | DESCRIPTION | UNITS | ESTIMATED QUANTITY |
|----------------|---|--------------|---------------------------|
| 108.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER | EA | 9 |
| 109.1 | UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" TO 24" DIAMETER | EA | 5 |
| 300 | SPECIAL CARE EXCAVATION & BACKFILLING | CY | 30 |
| 330T1 | SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH | LF | 200 |
| 401AC | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNECTED TO THE BASE PAVEMENT | CY | 83 |
| 350A-TWC | OVERHEAD HOUSE SERVICE CROSSING WATER MAIN | EA | 177 |
| 350M-TWC | OVERHEAD MAIN CABLE CROSSING WATER MAIN | EA | 48 |
| 350D-TWC | HYDRANT INSTALLATION/REMOVAL UNDER OVERHEAD MAIN CABLE | EA | 34 |
| 350H-TWC | OVERHEAD MAIN CABLE PARALLEL TO WATER MAIN (4' or less from curbline to centerline of water main) | LF | 320 |

**TIME WARNER CABLE
SUPPORT & PROTECTION
QEDA-001
Accelerated Distribution Water Main Replacement
Borough of Queens**

| | | |
|--------------------|--|---------------------------------------|
| JB 401AC | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNECTED TO THE BASE PAVEMENT At the following locations: AS DIRECTED BY TIME WARNER CABLE REPRESENTATIVE | CY |
| | | Total quantity for JB 401AC 83 |
| JB 350A-TWC | OVERHEAD HOUSE SERVICE CROSSING WATER MAIN At the following locations: AS ENCOUNTERED | EA |
| | | 177 |
| | | Total quantity for JB 350A-TWC |
| JB 350M-TWC | OVERHEAD MAIN CABLE CROSSING WATER MAIN At the following locations: AS ENCOUNTERED | EA |
| | | 48 |
| | | Total quantity for JB 350M-TWC |



RCN TELECOM SERVICES OF NEW YORK

**NYC DDC CONTRACT NO. QEDA- 001
WATERMAIN PLACEMENT VARIOUS LOCATIONS
BOROUGH OF QUEENS**

ENGINEER ESTIMATE

| ITEM NO. | ITEM DESCRIPTION | UNIT | QTY. |
|-----------------|---|-------------|-------------|
| JB 108.1 | UTILITY. XING WATERMAINS UP TO 12''- .75SF | EA. | 5 |
| JB 330T1 | SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES WITHIN TRENCH LIMITS | LF. | 10 |
| JB 300 | SPECIAL CARE EXCAVATION & BACKFILLING | CY. | 9 |
| JB 350M-RCN | OVERHEAD MAIN CABLE CROSSING WATERMAIN | EA. | 8 |
| JB 350D-RCN | HYDRANT INSTALLATION/REMOVAL UNDER OVERHEAD MAIN CABLES | EA. | 4 |
| JB 350H-RCN | OVERHEAD MAIN CABLE PARALLEL TO WATER MAIN (4' OR LESS FROM CURBLINE TO CENTERLINE OF WATER MAIN) | LF. | 153 |
| JB 350A-RCN | OVERHEAD HOUSE SERVICE CROSSING WATER MAIN | EA. | 14 |

| | | |
|--------------------|--|------------|
| JB 350D-RCN | HYDRANT INSTALLATION / REMOVAL UNDER OVERHEAD MAIN CABLE | EA. |
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED AND DIRECTED BY THE RCN FIELD REPRESENTATIVE | |
| | TOTAL | 4 |
| JB 350H-RCN | OVERHEAD MAIN CABLE PARALLEL TO WATER MAIN (4' or less from curblineline to centerline of water main) | LF. |
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED AND DIRECTED BY THE RCN FIELD REPRESENTATIVE | |
| | TOTAL | 153 |
| JB 350A-RCN | OVERHEAD HOUSE SERVICE CROSSING WATER MAIN | EA. |
| | @ THE FOLLOWING LOCATIONS AS ENCOUNTERED AND DIRECTED BY THE RCN FIELD REPRESENTATIVE | |
| | TOTAL | 14 |

APPLICABLE CODES AND STANDARDS

1. WHERE DOCUMENTS ARE REFERENCED IN THE GENERAL AND/OR DESIGN NOTES THEY SHALL BE THE LATEST EDITIONS, UNLESS OTHERWISE NOTED.
2. ALL UTILITY WORK PERFORMED BY THE CONTRACTOR SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE APPLICABLE UTILITY COMPANY. CONTRACTOR SHALL REVIEW COPIES OF APPLICABLE UTILITY STANDARDS AS THEIR REQUIREMENTS MAY EXCEED/DIFFER FROM THOSE REQUIRED BY NYC, NYS OR OSHA. IN ALL CASES THE STRICTER REQUIREMENT SHALL CONTROL.
3. CHANGES/MODIFICATIONS TO CITY SEWERS, CATCH BASINS, CHUTE CONNECTIONS, AND WATER MAINS SHALL CONFORM TO NYCDDC SPECIFICATIONS AND AS SHOWN ON APPLICABLE JOINT BID SPECIFICATIONS.
4. THE CONTRACTOR WILL ADHERE TO ALL CODE 753 REQUIREMENTS PRIOR TO PERFORMING ANY EXCAVATIONS.
5. IN AREAS WHERE CONGESTED UNDERGROUND INFRASTRUCTURES EXIST, THE CITY RESIDENT OR BOROUGH ENGINEER MAY WAIVE CITY STANDARD MINIMUM CLEARANCE REQUIREMENTS. WHEN CLEARANCES ARE LESS THAN 12 INCHES, A NEOPRENE/POLYETHYLENE SHIELD, FURNISHED BY THE APPLICABLE FACILITY OPERATOR(S) SHALL BE INSTALLED BY THE CONTRACTOR, AS DIRECTED BY THE RESIDENT ENGINEER IN CONSULTATION WITH THE FACILITY OPERATOR AND IS CONSIDERED PART OF ALL WORK ITEM SPECIFICATIONS. PAYMENT FOR THIS WORK SHALL BE DEEMED INCLUDED IN THE APPROPRIATE BID ITEM.
6. THE FOLLOWING SPECIFICATIONS ARE AVAILABLE FOR CONTRACTOR REVIEW WITH THE DDC:
 - A. CON EDISON STEAM SPECIFICATION 122, LATEST REVISION
 - B. CON EDISON TRENCHING MANUAL, LATEST REVISION
 - C. CON EDISON GAS GENERAL SPECIFICATION NO. 117, LATEST REVISION
 - D. GAS CONSTRUCTION SPECIFICATION NO. 900, LATEST REVISION
 - E. BELL SYSTEM PRACTICE 622-505-210, DATED APRIL 1974 - MANHOLES
 - F. BELL SYSTEM PRACTICE 919-240-300, DATED DEC. 1974 - MANHOLES
 - G. CON EDISON CONSTRUCTION STANDARDS, SPECIFICATIONS AND DRAWINGS FOR EXCAVATING TRENCHES AND OPENINGS AND INSTALLING OUTSIDE PLANT ELECTRIC FACILITIES.

PROJECT DOCUMENTS

1. THIS SET OF UTILITY DRAWINGS TOGETHER WITH THE CONTRACT AND NOTED UTILITY SPECIFICATIONS, CONSTITUTES THE COMPLETE DOCUMENTATION BY WHICH ALL CONTRACT WORK SHALL FOLLOW.
2. IN PROJECTS WITH UNDEFINED SCOPE, THE CONTRACTOR SHALL REQUEST UTILITY MAPS & PLATES FROM THE UTILITY OPERATOR FIELD REPRESENTATIVE. ALL INFORMATION CONTAINED IN SUCH DOCUMENTS IS SUBJECT TO FIELD VERIFICATION.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE PROPER SHORING AND BRACING DURING CONSTRUCTION WHENEVER AND WHEREVER NECESSARY, WHICH SHALL NOT BE REMOVED AS LONG AS REQUIRED FOR SAFETY AS DIRECTED BY THE RESIDENT ENGINEER.
4. IN THE EVENT THAT CERTAIN DETAILS OF CONSTRUCTION ARE NOT FULLY SHOWN OR NOTED ON DRAWINGS, CONSTRUCTION SHALL BE OF THE SAME TYPE AS FOR SIMILAR CONDITIONS THAT ARE SHOWN OR NOTED, SUBJECT TO THE APPROVAL OF THE FACILITY OPERATOR REPRESENTATIVE AND RESIDENT ENGINEER.

4. UTILITY FACILITY REPRESENTATIVES IN CONSULTATION WITH THE RESIDENT ENGINEER AND, IN COOPERATION WITH THE CONTRACTOR SHALL DETERMINE A SUITABLE LOCATION FOR INSTALLATION OF THE NEW PRIVATE UTILITY FACILITIES. ONCE THE LOCATIONS HAVE BEEN ESTABLISHED, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR THE LANES SELECTED AND WILL THEREBY GUARANTEE THAT THE NEW FACILITIES SHALL NOT OBSTRUCT THE PLANNED CITY CONTRACT WORK. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMMUNICATE IN WRITING, FOR EACH UTILITY LANE SELECTED, WHERE IN THE CONTRACTOR'S OPINION A LOCATION FOR THE INSTALLATION OF THE NEW UTILITY FACILITIES WILL OBSTRUCT THE PLANNED CITY WORK, SO THAT AN ALTERNATE APPROACH IS EVALUATED TO MITIGATE THE IMPENDING INTERFERENCE(S).
5. THE MASS EXCAVATION AND CONSTRUCTION OF NEW UTILITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND STAGED IN ACCORDANCE WITH THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) PLANS.
6. THE CONTRACTOR SHALL REMOVE EXISTING OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO RETIRED AND ABANDONED EXISTING FACILITIES AND STRUCTURES, AS REQUIRED FOR INSTALLATION OF THE NEW UTILITY FACILITIES, CATCH BASINS, CHUTE CONNECTIONS, WATER MAINS, ETC. THE REMOVAL AND RELOCATION WORK SHALL BE COVERED UNDER APPROPRIATE CITY AND/OR JOINT BID ITEMS AND SHALL BE COORDINATED WITH UTILITY FACILITY OPERATORS IN CONSULTATION WITH THE RESIDENT ENGINEER.
7. THE CONTRACTOR SHALL PERFORM MODIFICATIONS TO EXISTING UTILITY FACILITIES AND/OR STRUCTURES TO ACCOMMODATE THE NEW UTILITY FACILITIES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE FACILITY OPERATORS IN CONSULTATION WITH THE RESIDENT ENGINEER.
8. THE CONTRACTOR SHALL INSTALL THE NEW FACILITIES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
9. UPON COMPLETION OF THE INSTALLATION OF THE UTILITY WORK, THE CONTRACTOR SHALL BACKFILL, COMPACT AND INSTALL TEMPORARY PAVEMENT AS DIRECTED BY THE FACILITY OPERATOR IN CONSULTATION WITH THE RESIDENT ENGINEER.
10. WHERE APPROPRIATE, AND AS DIRECTED BY THE FACILITY OPERATORS IN CONSULTATION WITH THE RESIDENT ENGINEER, THE CONTRACTOR SHALL BE PERMITTED TO INSTALL THE CITY WATER MAINS, CATCH BASINS, CATCH BASIN CONNECTIONS, SEWERS, SEWER MANHOLES, AND OTHER CITY CONTRACT WORK ITEMS AND APPURTENANCES IN COORDINATION AND DURING THE MASS EXCAVATION OPERATION, ONLY IF THIS PHASING SERVES TO BENEFIT THE SEQUENCING OF THE PROJECT THAT WILL REDUCE THE OVERALL PROJECT TIME DURATION AND DOES NOT ADDITIONALLY BURDEN THE PRIVATE UTILITIES WITH UNANTICIPATED FINANCIAL EXPENSES, AND ONLY IF APPROVED BY THE PRIVATE FACILITY OPERATORS IN CONSULTATION WITH THE RESIDENT ENGINEER.
11. THE CONTRACTOR EXPLICITLY ASSUMES FULL RESPONSIBILITY AND ANY AND ALL ADDITIONAL COSTS INCURRED IF HE CHOOSES TO MODIFY THIS SEQUENCING PLAN WITHOUT THE CONSENT OF THE FACILITY OPERATORS IN CONSULTATION WITH THE RESIDENT ENGINEER.
12. ALTERNATE SEQUENCING IN PART OR TOTAL WILL BE CONSIDERED FOR APPROVAL, IF PROPOSED BY THE CONTRACTOR IN WRITING, TO THE FACILITY OPERATORS AND THE RESIDENT ENGINEER.
13. SEQUENCING OF LAYOUT WORK FOR PRIVATE UTILITIES, WHICH RELIEVES DIRECT INTERFERENCE, SHALL BE SCHEDULED, SEQUENCED AND PERFORMED PRIOR TO THE INSTALLATION OF CITY IMPROVEMENTS THAT ARE IMPACTED BY THE DIRECT INTERFERENCE.

3.4 CON EDISON

- A. FREE, CLEAR, AND UNIMPEDED ACCESS TO ALL CON EDISON FACILITIES LOCATED INSIDE THE PROJECT LIMITS AND CONTRACTOR'S WORK ZONE/MPT SHALL BE DEEMED INCLUDED IN THE CONTRACT PRICES. NO ADDITIONAL PAYMENTS WILL BE FURNISHED FOR ACCESS TO THE SITE.
- B. UPON COMMENCEMENT OF THE WORK THE CONTRACTOR SHALL PROVIDE THE UTILITY OPERATOR, IN WRITING, THE NAME OF THE DESIGNATED ELECTRICALLY COMPETENT QUALIFIED MUNICIPAL CONTRACTOR EMPLOYEE.
- C. CON EDISON SHALL PERFORM ALL CABLE WORK - INSTALLATION, REMOVAL, SPLICING, AND VERIFICATION OF LIVE/ DEAD FACILITIES AND/OR FAILURE REPLACEMENTS.
- D. GAS WORK SHALL BE PERFORMED BY APPROVED AND QUALIFIED CONTRACTOR(S). THE CONTRACTOR(S) SHALL BE "GAS QUALIFIED CONTRACTOR(S)" AND/OR "GAS QUALIFIED SUB-CONTRACTOR(S)" AS DEFINED BY THE UTILITY OPERATOR(S). THE CONTRACTOR SHALL PERFORM INSTALLATION OF ALL TYPES OF GAS PIPING INCLUDING BUT NOT LIMITED TO CUTTING AND CAPPING GAS MAINS, LIVE GAS CONNECTIONS, SERVICE REPLACEMENTS, AND TESTING LIVE GAS MAINS, AS NEEDED.
- E. TRENCHING FOR GAS WORK WILL BE COVERED BY ITEM 6.09 UNDER THE EP-7 SPECIFICATIONS.
- F. DURING THE PERIOD FROM JUNE 1ST TO SEPTEMBER 15TH, SCHEDULING OF CON EDISON CABLE WORK WILL BE CONTINGENT UPON SYSTEM AND WEATHER CONDITIONS.
- G. DURING THE PERIOD FROM OCTOBER 1ST TO APRIL 15TH, SCHEDULING OF CON EDISON GAS AND STEAM WORK WILL BE CONTINGENT UPON SYSTEM AND WEATHER CONDITIONS.
- H. PERFORM ALL APPLICATION OF FIELD COATING AND WRAPPING ON OIL-O-STATIC FEEDER PIPES AT VARIOUS LOCATIONS, AS DIRECTED BY CON EDISON REPRESENTATIVES.

END OF ADDENDUM NO. 4

This Addendum consists of One Hundred and Seventeen (117) pages.

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER
REHABILITATION AND REPLACEMENT**

Together With All Work Incidental Thereto

BOROUGH OF QUEENS

ADDENDUM NO. 5

DATED: February 23, 2015

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

- (1) **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum No. 4, pages A4-111 and A4-116, GENERAL NOTES AND CONDITIONS, APPLICABLE CODES AND STANDARDS;
Add the following subsection under note 6

"H. Con Edison Guideline for Safe Entry into Sub-Surface Structures (Electrical Enclosed Space), Removal of Conduit from Cables, and Moving Energized Underground Cables Performed by Municipal Contractors.

The document titled 'Con Edison Guideline for Safe Entry into Sub-Surface Structures (Electrical Enclosed Space), Removal of Conduit from Cables, and Moving Energized Underground Cables Performed by Municipal Contractors' shall be adhered to when performing interference work for Con Edison. The most updated version of the guideline is available at DDC and/or Con Edison Public Improvement Contact person identified in the utility section."

**END OF ADDENDUM NO. 5
This Addendum consists of one (1) page.**

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: QEDA001

FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER
REHABILITATION AND REPLACEMENT

Together With All Work incidental Thereto

BOROUGH OF QUEENS

ADDENDUM NO. 6

DATED: March 25, 2015

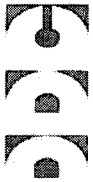
This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

- (1) **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3, BID SCHEDULE, pages B-3 to B-48;
Delete all pages in their entirety;
Substitute attached revised pages B-3 (REVISION #1) to B-29 (REVISION #1).
- (2) **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, SPECIFICATIONS AND STANDARDS OF NEW YORK CITY, SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES;
Delete the following text:

"1. JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN Issued: August 1, 2005".

Substitute with the following text:

"1. CET SPECIFICATIONS AND SKETCHES dated November 2010".
- (3) **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, ADDENDUM NO. 2, pages A2-1 to A2-39;
Delete all pages in their entirety;
Substitute the words "(NO TEXT IN ADDENDUM NO. 2)".
- (4) **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, ADDENDUM NO. 4, pages A4-1 to A4-117;
Delete all pages in their entirety;
Substitute the words "(NO TEXT IN ADDENDUM NO. 4)".
- (5) **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, ADDENDUM NO. 5, page A5-1;
Delete page A5-1 in its entirety;
Substitute the words "(NO TEXT IN ADDENDUM NO. 5)".



3/25/2015 12:00 AM

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

CONTRACT PIN: 8502015WWM0009C
PROJECT ID: QEDA001

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 [REVISION # 1] Through B - 29 [REVISION # 1]

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.

By signing in the space provided below, the bidder acknowledges receipt of the two (2) pages of this Addendum plus twenty-seven (27) pages of attachments.

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

Masport Supply Co Lc
Name of Bidder

By: [Signature]

Purnima Sharma
for GURDIP SAINI, P.E.
Associate Commissioner/Design I

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN REPLACEMENT AND SEWER
REHABILITATION AND REPLACEMENT**

Together With All Work Incidental Thereto

BOROUGH OF QUEENS

ADDENDUM NO. 7

DATED: March 25, 2015

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

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 November 1, 2010) 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. SPECIFIC PROVISIONS FOR WATER MAIN WORK
- B. NOTICE TO BIDDERS
- C. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- D. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- E. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

A. SPECIFIC PROVISIONS FOR WATER MAIN WORK**SPW-1 DESCRIPTION OF WORK**

This is a Borough-wide annual contract to install water mains in connection with new building construction, or to improve the City's water main distribution system pertaining to water quality and fire protection on an as needed basis. Contract drawings/plans showing new water main work are not issued with this contract, but will be furnished to the Contractor with each Task Order, for the duration of this contract.

Work by Others - In the event there is need for required services in the borough(s) designated in the contract, the Commissioner reserves the right not to issue a task order to the Contractor and to have the work performed by another contractor, or by City employees, if the Commissioner, in the Commissioner's sole opinion, determines that the Contractor may be unable to satisfactorily provide the required services in a timely fashion.

SPW-2 WORK TO BE DONE UNDER THIS CONTRACT

Under this contract the Contractor may be required to install water mains in connection with new building construction. The Contractor may also be required to install water mains to improve the City's water distribution system, replace existing water mains requiring tap transfers or to cut in additional fire hydrants as deemed needed to existing water mains. The Contractor may be further required to replace existing nonfunctioning and/or defective fire hydrants on existing water mains, replace existing nonfunctioning and/or defective air cock hydrants on existing trunk mains, cut in additional valves on existing water mains and/or replace existing nonfunctioning and/or defective valves on existing water mains.

The Contractor shall be prepared to report to any designated location in accordance with Section SPW-4 - Issuance of Task Orders.

It shall be the Contractor's responsibility to obtain any and all permits needed to do the work under this contract, which shall include, but not be limited to, permits obtained from the Department of Transportation (Bureau of Traffic Operations), Police Department, Fire Department and the Transit Authority.

The Contractor is required to give twenty-four (24) hours prior notice before the start of the work in a manner satisfactory to the Engineer, to the Transit Authority, Department of Transportation (Bureau of Traffic Operations), Police Department and Fire Department so that proper arrangements can be made for maintaining traffic during the course of the work.

The attention of the Contractor is also called to the fact that under this type of contract, the City is not able to determine accurately in advance the quantity of each size of pipe and appurtenances that will be required to be installed as the quantities are dependent upon applications for water service to new buildings over which the City has no control.

The quantities of work set forth herein are only an estimate; they are not a guarantee of work and are included solely for the purpose of bid computation.

The City, however, will endeavor with each task order to have drawings/plans available for the Contractor to install the pipe quantities herein specified, as measured along the axes of the pipes in place and no allowance will be made if the quantities of the various sizes of pipe and appurtenances differ from that as specified.

At the conclusion of the contract, any task orders furnished to the Contractor in which work has not already commenced will be deleted from the contract. No additional compensation shall be made to the Contractor for these deleted locations. However, the Contractor may request from the Engineer to work beyond the expiration date of the contract provided there are sufficient funds and quantities of all necessary items to complete the required work. No extra allowance other than an extension of time will be granted to the Contractor to complete the proposed work.

The attention of the Contractor is also called to the fact that the duration of the contract is three hundred sixty-five (365) days and that the City does not guarantee or stipulate that the pipe laying work will be continuous.

The Contractor may be required to install water mains, including hydrants and appurtenances, and perform all excavations/restorations, etc. at various locations, in the borough. The Contractor will also be required to cut in additional fire hydrants as deemed needed to existing water mains, replace existing nonfunctioning and/or defective fire hydrants on existing water mains, replace existing nonfunctioning and/or defective air cock hydrants on existing trunk mains, cut in additional valves on existing water mains and/or replace existing nonfunctioning and/or defective valves on existing water mains. Task orders together with drawings/plans will be issued to the Contractor by the Commissioner or the Commissioner's duly authorized representative as applications warrant.

SPW-3 WORK COMMENCEMENT AFTER RECEIVING TASK ORDER

Following the execution of the contract, water main installation drawings/plans will be issued with each task order to the Contractor by the Commissioner or the Commissioner's duly authorized representative. The water main drawings/plans will be issued to the Contractor as applications for water service to new buildings needs, distribution/fire protection needs, water quality needs and/or service needs which may warrant water main and/or appurtenance installations.

Based upon past experience, the following are approximate proportions of the total footage of pipe installed in various streets of contract, over six (6) month periods:

| <u>Installation in Streets</u> | <u>Proportion</u> |
|--------------------------------|-------------------|
| 75' to 150' in length | 2% |
| 151' to 300' in length | 15% |
| 301' to 500' in length | 17% |
| 501' and longer in length | 66% |

The City shall not be held responsible should these percentages differ for the work to be done under this contract.

As such, this contract may include the installation or replacement of hydrants and valves, as required, and spot repairs with minimal, if any, pipe replacement. The work of installing or replacing hydrants and valves shall include but not be limited to the following:

For Replacing Existing Fire Hydrants:

(a) On Cast Iron Water Mains: Replace fire hydrant, 6-inch gate valve, 6-inch hydrant pipe connection and hydrant valve box to existing water main. Also, replace three-way connection on existing main and lengths of water main pipe for pipe restraint on each side of the three-way in accordance with **Subsection 60.12.3 (I) - Restrained Pipe Joints**. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

(b) On Ductile Iron Water Mains: Replace fire hydrant and 6-inch hydrant pipe connection to the outlet of the existing hydrant gate valve. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

For Replacing Existing Air Cock Hydrants:

On All Trunk Mains: Replace air cock hydrant and 6-inch hydrant pipe connection to the outlet of the existing hydrant gate valve. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

For Installing A New Fire Hydrant To An Existing Main:

On All Water Mains: Install fire hydrant, 6-inch gate valve, 6-inch hydrant pipe connection, hydrant valve box, install three-way connection on existing main and lengths of water main pipe for pipe restraint on each side of the three-way in accordance with **Subsection 60.12.3 (I) - Restrained Pipe Joints**. Also install hydrant fenders and reconstruct sidewalk, curb and roadway areas as required.

For Replacing Existing Gate Valves:

On All Water Mains: Replace gate valve, valve box and lengths of water main pipe for pipe restraint on each side of the valve in accordance with **Subsection 60.12.3 (I) - Restrained Pipe Joints**. Also reconstruct sidewalk, curb and roadway areas as required.

For Installing A New Gate Valve On An Existing Main:

On All Water Mains: Install gate valve, valve box and lengths of water main pipe for pipe restraint on each side of the valve in accordance with **Subsection 60.12.3 (I) - Restrained Pipe Joints**. Also reconstruct sidewalk, curb and roadway areas as required.

SPW-4 ISSUANCE OF TASK ORDERS

- (A) GENERAL: The Contractor shall, for the duration of this contract, provide services as directed by the Engineer to install water mains in connection with new building construction, or to improve the City's water main distribution system pertaining to water quality and fire protection on an as needed basis, in accordance with the terms and conditions set forth herein.
- (B) TRANSMISSION OF TASK ORDERS:
- (1) The Engineer shall advise the Contractor of the need for services by issuing Task Orders to the Contractor as set forth in **paragraph (C)** below. The Engineer shall send Task Orders to the Contractor by e-mail, fax, or by telephone promptly confirmed by e-mail and/or fax.
 - (2) The Contractor shall, for the duration of this contract, provide and maintain at its place of business a dedicated telephone line, a dedicated e-mail address and a dedicated fax line for the receipt of Task Orders hereunder. The e-mail and fax machine shall be in operation twenty-four (24) hours per day, seven (7) days per week, for the duration of this contract. The Contractor shall not be entitled to any compensation for the provision of such equipment. All expenses for the required telephone, e-mail and fax lines shall be deemed included in the unit prices bid for all items in this contract.
- (C) TASK ORDER: When the need for services arises, the Engineer shall issue a Task Order to the Contractor together with drawings/plans. The Task Order shall specify the items set forth below:
- (1) Description and Location of the Project
 - (2) Length of Work
 - (3) Services to be Performed (install water mains in connection with new building construction, install water mains to improve the City's water main distribution system, replace existing water mains requiring tap transfers, to cut in additional fire hydrants on existing water mains, to replace existing nonfunctioning and/or defective fire hydrants on existing water mains, to replace existing nonfunctioning and/or defective air cock hydrants on existing trunk mains, cut in additional valves on existing water mains, replace existing nonfunctioning and/or defective valves on existing water mains, etc.)
 - (4) Completion Time (consecutive calendar days for completing work on each task order)
- (D) Time is of the essence as the public health and safety are involved. Accordingly, the Contractor shall perform the work at each and every ordered location promptly and diligently, using such means and methods of work as will assure its expeditious and satisfactory completion without delay. In light of the difficulty of ascertaining the amount of the City's damages in the event that the Contractor does not complete a task order within the time specified by the Engineer, the Contractor shall be assessed the amount stipulated in Schedule "A" for each consecutive calendar day over the completion time specified in each issued written task order, as and for liquidated damages and not as a penalty for failure to complete a task order within the time specified.
- (E) PERSONNEL: The Contractor shall provide adequate personnel and equipment at each ordered location. Prior to the start of work the Engineer shall approve such personnel and equipment. The Engineer reserves the right to determine the personnel and equipment required to adequately and

properly carry out the intent of this contract. The Contractor must be prepared to provide adequate personnel and equipment to perform the services specified herein at up to three (3) concurrent sites.

- (F) **NO RIGHT TO REFUSE:** The Contractor shall have no right to reject or decline to perform any Task Order issued under this contract. However, if the Contractor is unable to begin the required work for any reason, the Contractor shall so notify the Engineer by telephone as soon as possible, such notifications to be followed by an explanation in writing as to the reasons why the Contractor is unable to begin the required work.
- (G) **SUPPLEMENTARY TASK ORDERS:** The Contractor shall perform only the work specifically ordered by the Engineer in the written Task Order. The Department of Design and Construction reserves the right to order additional work through Supplementary Task Orders issued by the Engineer, as the work on the original Task Order progresses.

SPW-5 EXAMINATION AND VIEWING OF SITE, ETC.

In Contract Book, Volume 2 of 3, INFORMATION FOR BIDDERS, Page 2, Section 8 - Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions, DELETE Paragraph (A), in its entirety and **SUBSTITUTE** the following:

"(A) Contractor (Investigation) Viewing of Sites - The Contractor after issuance of task order from the Commissioner or duly authorized representative must carefully view and examine the site of the proposed work, as well as its adjacent areas, and seek other usual sources of information, for the Contractor will be conclusively presumed to have full knowledge of any and all conditions on, about or above the sites relating to or affecting in any way the performance of the work to be done under this contract which were or should have been indicated to a reasonably prudent Contractor. Upon examination of the sites and/or from other usual sources of information, the Contractor finds conditions that are unusual, and may materially affect the cost of the work to be done under this contract, the Contractor shall follow the procedure specified in INFORMATION FOR BIDDERS, Page 2, Section 8, Paragraph (B)."

SPW-6 GUARANTEED MINIMUM

In the event the Contractor is not issued any Task Orders hereunder, the City agrees to pay, and the Contractor agrees to accept, a minimum fee of two thousand dollars (\$2,000.00). The Contractor further agrees that under such circumstances, the Contractor has no action for damages or for loss of profits against the City.

B. NOTICE TO BIDDERS

- (1) The Contractor is advised that the duration of the contract is one (1) year from the date of Order to Commence Work.
- (2) (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 November 1, 2010), 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

- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.

- (8) 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.

- (9) (A) There is no provision for "ENGINEER'S FIELD OFFICE" in this contract, as per **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 6.40 - Engineer's Field Office.**

- (10) The Contractor will be required to prepare and submit "**As Built**" sewer record drawings to the Engineer for approval, at the completion of each installation. Drawings submitted at the completion of the entire contract after all installations shall not be accepted. Approved "**As Built**" drawings shall be delivered to the Department of Environmental Protection, Chief of Emergency Construction, 59-17 Junction Boulevard, 6th Floor - High Rise, Corona, New York, 11368, Tel. No. (718) 227-1868. The following guideline is provided for the preparation of "**As Built**" sewer record drawings:

(A) Drawings shall be prepared for each individual unrelated location. The drawings shall be submitted in CADD format on CD's along with a plotted Mylar for each location drawing. The drawings on CD's and the plotted Mylar's shall be legal size (8-1/2" x 14"). The Mylar shall be 3-mil in thickness.

(B) The "**As Built**" drawings shall conform to Department of Environmental Protection (DEP) Emergency Construction Drawings (ECD). A sample copy of the ECD may be obtained at the above office together with DEP guidelines. These DEP guidelines are summarized below:

- (1) Drawings shall consist of the same legend and layout of title boxes shown on the sample ECD drawing.
- (2) Drawings shall consist of a location plan view on one sheet. The location plan view shall be drawn Not-To-Scale.
- (3) Drawings shall contain a note making reference to the datum used. (Datum used shall be that of the Borough where the sewer is located.)
- (4) Each plotted Mylar drawing shall contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.
- (5) The location plan view shall include:
 - (a) street name and two (2) crossing streets or distance from;
 - (b) north arrow;
 - (c) property lines and widths;
 - (d) curb lines and widths;
 - (e) sewers, manholes, catch basins, connections (No horizontal bends allowed on sewer lines);
 - (f) sewer sizes, materials (ESVP, RCP, DIP, etc.), and types (New, Existing, Sanitary, Storm, Combined, etc.);
 - (g) sewer length (between centerlines of manholes);
 - (h) sewer flow direction;
 - (i) offsets of sewer lines or extensions from property lines (not curb lines);
 - (j) foundations (concrete cradle, stone ballast, piles, etc.);
 - (k) manholes types (Precast, Concrete, Brick, A-1, A-2, etc.);
 - (l) manhole elevations (both rim and invert);

- (m) manhole stationing along installed sewers;
 - (n) catch basins types (Type 1, Type 2, etc.);
 - (o) catch basin connections;
 - (p) show actual number of manholes and catch basins;
 - (q) house connection spurs (stations and locations);
 - (r) address of house connections (new connections and reconnections);
 - (s) house connection information at curb (station, length, depth and offset from the curb);
 - (t) details of non-standard structures or appurtenances constructed;
 - (u) location of all existing and installed offset distances from property lines;
 - (v) for shotcreted sewers (thickness and reinforcement of shotcreting); and
 - (w) all appropriate notes.
- (6) Examples of notes that can be used are as follows:
- (a) Unless otherwise noted, all house connections are 6" ESVP;
 - (b) Unless otherwise noted, all catch basins are Standard Type 1;
 - (c) Unless otherwise noted, all new curb connections are at a depth of approximately 8-feet at the curb and are 2-feet inside the curb line;
 - (d) Unless otherwise noted, all built manholes are brick;
 - (e) Unless otherwise noted, all catch basin connections are 12" DIP on crushed stone;
 - (f) Unless otherwise noted, all ESVP sewers are installed on 6" concrete cradle;
 - (g) Pipe lengths are measured from inside face of manhole to inside face of manhole.

(C) The cost of preparing and submitting "As Built" approved drawings shall be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

- (11) The Contractor will be required to prepare and submit "As-Built" water main record drawings to the Engineer for approval, at the completion of each installation. Drawings submitted at the completion of the entire contract after all installations shall not be accepted. Approved "As-Built" drawings shall be delivered to the Department of Environmental Protection, Chief of Emergency Construction, 59-17 Junction Boulevard, 6th Floor - High Rise, Corona, New York, 11368, Tel No. (718) 227-1868. The following guideline is provided for the preparation of "As-Built" water main record drawings:

(A) Drawings shall be prepared for each individual unrelated location. The Contractor shall prepare the "As-Built" drawings on AutoCAD and shall provide to the City two (2) sets of Mylar and AutoCAD files on a CD for each location drawing. For Trunk Mains - The drawings shall be on CD's and the plotted Mylar's shall conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar shall be 3-mil in thickness. For Distribution Mains - The drawings shall be on CD's and the plotted Mylar's shall be field card size 6" x 4". The Mylar shall be 3-mil in thickness. Two (2) copies on regular field card stock paper shall also be provided.

(B) The "As-Built" drawings shall conform to Department of Environmental Protection (DEP) Emergency Construction Drawings (ECD). A sample of the ECD may be obtained at the above office together with DEP guidelines. These guidelines are summarized below:

- (1) Drawings shall consist of the same legend and layout of title boxes shown on the contract drawings.
- (2) Each plotted Mylar drawing shall contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.
- (3) The drawings shall include:
 - (a) street name and crossing street(s) or distance from;
 - (b) north arrow;
 - (c) property lines and widths;
 - (d) legal and existing street widths, street alignment and grades;
 - (e) "new" curb lines and widths;
 - (f) water main center line measured off the "new" curb line;

- (g) horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- (h) alignment and appurtenance location stationing, and deflection angles;
- (i) cover and elevations (Datum used shall be that of the Borough where work is located);
- (j) location of pipe joints;
- (k) profile of all piping;
- (l) complete details of all outlet piping roundabouts;
- (m) complete details of all blow-off connections to the sewer;
- (n) complete details of all air cocks;
- (o) location of taps and access manholes;
- (p) location of all cathodic protection stations;
- (q) Venturi sensing lines plans and profiles;
- (r) all appropriate notes.

(C) The cost of preparing and submitting "As Built" approved drawings shall be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

- (12) Any spot repair shall mean that the existing sewer at locations shall be replaced in the kind to the extent as specified by the Engineer.
- (13) The cost of sewer replacement under spot repair shall be deemed included in the price bid for item Nos. 1.A50.31PC08 - 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS), Item No. 1.B50.31PC08 - 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET) (FIXED UNIT PRICE TO BE 70% OF UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.C50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.D50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.E50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE 90% OF UNIT PRICE BID FOR ITEM NO. 1.D50.31PC10), Item No. 1.F50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.G50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.H50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.I50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.J50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.K50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.L50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$25.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.M50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.N50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.O50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.P50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO.

1.B50.31PC08), Item No. 1.Q50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.R50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.S50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.T50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.U50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.V50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.W50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.X50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.Y50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.Z50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.AA50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$55.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.BB50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), and Item No. 1.CC50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10).

- (14)The Contractor shall be required to televise the condition of existing sewers between the adjoining existing/new manholes before and after the spot repair work is completed. The cost of the TV inspection shall be deemed included in the price bid for item No. 53.11DR - TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS.
- (15)The Contractor is notified that at some locations there presently exists sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor shall exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor shall make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair shall be borne by the Contractor, at no cost to the City.

C. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

- (1) **Refer** to Standard Highway Specifications Volume II (November 1, 2010), Page 544:
Add the following new **Section 9.32**:

SECTION 9.32 - Reinforced Silt Fence

9.32.1. DESCRIPTION OF WORK. The Contractor shall furnish all materials, labor, equipment and incidentals necessary to construct a reinforced silt fence, comprised of a construction (limiting) fence, filter fabric, and staked hay bales, as specified herein.

Upon furnishing and installing the approved reinforced silt fence but prior to commencing any other work on-site, the Contractor shall notify the Engineer and arrange for an on-site inspection.

The reinforced silt fence shall be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

9.32.2. MATERIALS AND METHODS.

(1) **Construction (Limiting) Fence:** The construction (limiting) fence shall be a welded wire fence with a minimum height of six (6) feet. The fence shall be constructed of wire fabric fastened to the middle rails and to vertical line posts.

Wire fabric shall be of No. 6 gauge wire with a mesh of approximately 2-inches. The upper edge of the fabric shall be twisted and barbed. The fabric shall be securely fastened to vertical line posts and middle rails by means of ties and spaced not more than 12-inches apart on rails and not more than 14 inches apart on line posts.

Post shall have the following nominal outside diameters and minimum weights per linear foot:

- (a) Line posts 2-1/2-inches @ 3.7-lbs.
- (b) End and corner posts 3-inches @ 5.8-lbs.
- (c) Middle rails 1-5/8-inches @ 2.3-lbs.

The construction (limiting) fence shall be located where directed. The fence shall be adjusted to avoid interference with trees and to maintain access.

Line posts shall be spaced not more than 6-feet on centers. Posts shall be securely set in the ground. Line posts shall extend at least 4-feet below finished grade. Post locations shall be adjusted to avoid tree roots as appropriate.

(2) **Filter Fabric:** Filter fabric shall be securely attached to the vertical line posts and wire fabric, and shall be situated between the wire fabric and staked hay bales.

The filter fabric shall be purchased and delivered in a continuous roll and cut on-site to the length of the barrier(s) to avoid the use of joints. Dimensions of the roll shall be thirty-six (36) inches by one hundred (100) feet in length. When joints are necessary, filter cloth shall be spliced together only at a line post, with a minimum 6-inch overlap, and securely sealed. The filter fabric shall meet NYSDOT specifications on same, and shall be fabric #2130 as manufactured by Mutual Industries Inc., 707 W. Grange Street, Philadelphia, PA 19120, or approved equivalent.

A trench shall be excavated approximately 4-inches wide and 4-inches deep along the line of posts and up slope from the barrier. The filter fabric shall be extending into the trench, the trench backfilled, and the soil compacted over the filter fabric.

Siltation fences shall be removed when they have served their useful purpose, but not before the up slope area has been permanently stabilized.

(3) Hay Bales: All hay bales shall be of straw, and shall be standard sized bales. Bales shall be placed in a single row, with ends of adjacent bales tightly abutting one another. Bales shall be placed up slope of the filter fabric, and shall at all times run parallel to the construction (limiting) fence and about the filter fabric.

All bales shall be fiber-bound. No string bound hay bales are accepted. Hay bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings.

The hay bale barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a depth of 4-inches. After the bales are staked and chinked, the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4-inches against the uphill side of the hay bale barrier.

Each bale shall be securely anchored by at least two stakes or steel reinforcing bars driven through the bale. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or reinforcing bars shall be driven deep enough into the ground to securely anchor the bales.

The gaps between bales shall be chinked (filled by wedging) with straw to prevent water from escaping between the bales. The Contractor shall scatter loose hay over the area immediately uphill from the straw bale barrier to increase barrier efficiency.

Hay bale barriers shall be removed when they have served their usefulness, but not before the up slope areas have been permanently stabilized.

9.32.3. MAINTENANCE. The reinforced silt fence shall be inspected periodically (at least once per week), or as directed by the Engineer. Any required repairs shall be made immediately.

Filter fabric shall be inspected at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Should the fabric decompose or become ineffective prior to the end of the expected usable life while the barrier is still necessary, the fabric shall be replaced promptly.

Hay bales shall be inspected at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately one-half foot deep in front of the hay bale. Any sediment deposits remaining in place after the hay bale barrier is no longer required shall be dressed to conform to the existing grade.

9.32.4. MEASUREMENT. The quantity to be measured for payment under this section shall be the total number of linear feet of Reinforced Silt Fence installed and maintained in accordance with the plans, specifications and directions of the Engineer. Each linear foot of Reinforced Silt Fence shall be comprised of the following three elements: a construction (limiting) fence, filter fabric and staked hay bales.

9.32.5. PRICE TO COVER. The unit bid price shall constitute full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including but not limited to the furnishing of all samples and tests as required, in accordance with the plans and specifications and to the satisfaction of the Engineer.

Payment will be made under:

| Item No. | Item Description | Pay Unit |
|----------|---|----------|
| 9.32 | REINFORCED SILT FENCE WITH STAKED HAY BALES | L.F. |

D. 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

There are CON EDISON facilities in the areas of reconstruction. The existing systems are comprised of underground ducts, service boxes, manholes, street lighting, utility poles, underground transformer vaults, etc. The Contractor shall notify CON EDISON within the initial response time specified at time of notification of the task order at each ordered location by contacting Mr. Robert Mata, Section Manager Contract Administration and Inspection (Queens), 118-29 Queens Boulevard, Room B206, Forest Hills, NY 11375, at (718) 275-2935.

- (2) NATIONAL GRID

There are NATIONAL GRID facilities in the areas of reconstruction. The Contractor shall notify NATIONAL GRID within the initial response time specified at time of notification of the task order at each ordered location by contacting Mr. Neville Jacobs Jr., (Queens) at (718) 963-5612.

- (3) VERIZON

There are VERIZON facilities in the areas of reconstruction. The Contractor shall notify VERIZON within the initial response time specified at time of notification of the task order at each ordered location by contacting Mr. Joseph Maresca, 101 Willoughby Street, Room 1507, Brooklyn, NY 11201, (Queens) at (718) 330-1142 or Mr. Hakim Ghanem at (718) 977-8136.

- (4) TIME WARNER CABLE OF NEW YORK AND CABLEVISION

There are TIME WARNER CABLE and CABLEVISION facilities in the areas of reconstruction. The Contractor shall notify TIME WARNER CABLE and CABLEVISION within the initial response time specified at time of notification of the task order at each ordered location by contacting Mr. Paul Fucci, V.P., Technical Operations at (718) 888-4250.

- (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. James Garin, P.E., Director, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, within the initial response time specified at time of notification of the task order at each ordered location.

- (2) NEW YORK CITY FIRE DEPARTMENT

Special New York City Fire Department Requirements:

- (a) Access must be maintained for emergency vehicles at all times.
- (b) Hydrants should be retained in service and accessible to the fullest extent feasible.
- (c) The Fire Department must be notified by the Bureau of Water Supply and Wastewater Collection forthwith when water mains and/or hydrants are placed out of service and in service.

- (d) If alarm boxes or alarm facilities are affected, the Bureau of Fire Communications must be notified immediately by the Contractor.
- (e) During the course of the work at several locations, the Contractor may be required to relocate and/or protect existing Fire Department subsurface facilities. The approximate location of Fire Department Facilities can be obtained by contacting the Bureau of Fire Communications.
- (f) All work on Fire Department facilities is to be done under direct Fire Department supervision, to the satisfaction of the Fire Department.
- (g) Standards and specifications for the work of replacing Fire Communications system are available for reference at the:

New York City Fire Department
Bureau of Fire Communications
9 Metrotech Center, 7th Floor
Brooklyn, N.Y. 11201-3857
Attention: Stephen M. Gregory
Assistant Commissioner
Bureau of Fire Communications

(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 Boulevard, Long Island City, N.Y. 11101 at (718) 786-3550, within the initial response time specified at time of notification of the task order at each ordered location.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

Special Department Of Parks And Recreation Requirements:

Department of Parks and Recreation requirements for this contract are as follows and are considered as part of this contract. The Contractor's special attention is directed to the following:

- (a) Care shall be taken to protect all existing trees. The Contractor shall ensure that all trees are protected from construction damage, and shall perform all work as directed by the Borough Forester, the Engineer and the Tree Consultant. Trees damaged as a result of the Contractor's negligent construction operation shall be replaced in accordance with Subsection 10.06. The Contractor shall be liable for such damages and shall repair and replace such trees at own expense.
- (b) The Contractor shall prune all trees shown, specified or ordered before excavation begins. All pruning of limbs and roots of existing trees shall be performed by an Arborist or firm recognized as a tree surgery or pruning specialist with three (3) years experience. The Contractor must submit the qualifications of the Arborist or firm for approval by the Borough Forestry prior to the pruning operation. The Contractor is notified that a permit for pruning is required. All work shall be performed in accordance with Subsection 10.06.
- (c) Trees shall be protected in accordance with Subsection 10.06.
- (d) The Contractor shall not be permitted to operate auxiliary equipment that generates exhaust or other heat upward (i.e. generators and compressors), under the branches of trees where the branches are less than twenty-five (25) feet above the ground. The Contractor shall not be permitted to store, stockpile, lay down or store any construction material within any existing tree pit within the canopy of any tree, or within ten (10) feet of the tree trunk, whichever is greater.
- (e) All tree work requires a permit from the Parks Departments.

(f) Hand excavation shall be required around existing fire hydrants to be removed, if the Borough Forester or the Engineer determines that such work shall cause damage to tree roots. No separate or additional payment will be made for this hand excavation the cost shall be deemed included in the prices bid for all scheduled items.

(g) The Director of Borough Forestry of the Department of Parks and Recreation shall be notified at time of notification of the task order when such task order impacts trees and their root and canopy system. The applicable Borough Forestry Office is as follows:

Central Forestry: - 1234 Fifth Avenue, New York, NY 10029, Tel. No. (212) 360-1400

(5) N.Y.C. TRANSIT AUTHORITY

The Contractor shall notify the Transit Authority within the initial response time specified at time of notification of the task order by contacting Mr. John Malvasio, P.E., Director of Maintenance-Of-Way, 30 Livingston Street, Room 8044D, Brooklyn, New York, 11201, at (718) 694-1358 if any T.A. facility is within fifty (50) feet of the reconstruction work.

- (3) **Refer to Subsection 10.30 - Contractor To Provide For Traffic, Page I-15:**
Add the following to **Subsection 10.30:**

(A) TRAFFIC STIPULATIONS:

The Contractor shall obtain all permits and traffic requirements from the Office of Construction Mitigation and Coordination (OCMC) prior to the start of work at any ordered location. The Contractors shall contact Nicolas Dagher at 212-839-9637 or John Martin at 212-839-9639, NYC Department of Transportation, Division of Engineering Control, 55 Water Street, 7th Floor, New York, NY 10041.

- (4) **Refer to Subsection 10.32 - Photographs, Page I-16:**
Delete paragraphs number (7), (8) and (9) in their entirety:
Substitute the following new paragraphs:

(7) The cost of the Photographer and for the taking and providing of all required photographs, negatives, etc., shall be deemed included in the unit price bid for Item No. 10.32A - PHOTOGRAPHS.

(8) No separate payment will be made for the expense of furnishing the required binders; the cost thereof shall be deemed included in the unit price bid for Item No. 10.32A - PHOTOGRAPHS.

(9) The Engineer reserves the right to reject any and all views that are not reasonably clear and definitive. No payment will be made for any rejected photographs, payment under Item No. 10.32A - PHOTOGRAPHS, shall be made only for those photographs that are accepted by the Engineer.

- (5) **Refer to Section 40.06 - Backfilling, Page IV-18:**
Delete from this section, **Subsection 40.06.2(D) - CLEAN FILL** in its entirety:
Substitute the following new **Subsection 40.06.2(D):**

(D) CLEAN FILL

- (1) Clean fill material for this contract shall be select granular fill ordered in writing by the Engineer where there is a deficiency of acceptable backfill. Select granular fill material shall be required in order to fill voids in the trenches and excavations, (For Sewers Trenches - from a point not less than two (2) feet above the top of sewers to the underside of the pavement as it existed at the start of the work; and, For Water Main Trenches - from a point not less than twelve (12) inches above the top of the barrel of the water main pipe to the underside of the pavement as it existed at

the start of the work), caused by the removal of boulders, unsuitable backfill materials, existing sewers and associated sewer structures, and any other underground facilities or structures, and shall be approved clean earth or sand of low silt and clay content (less than eight (8) percent passing No. 200 sieve), free from bricks, blocks, excavated pavement materials and debris, stumps, roots and other organic matter, as well as ashes, oil and other perishable or foreign matter and shall not contain particles larger than one quarter (1/4) inch in diameter.

- (2) This backfill shall be exclusive of the normal backfill required in the trenches and excavations for proposed sewers and associated sewer structures for which payment is included therein. Payment shall be made in accordance with **Subsection 40.06.6**.

- (6) **Refer to Section 40.06 - Backfilling, Page IV-18:**

Delete from this section, paragraphs (B) and (C) of **Subsection 40.06.6 - Deficiency Of Backfill Material** in their entirety:

Substitute the following new paragraphs:

(B) For providing acceptable select granular fill (whether natural or processed) to satisfy the requirements of **Subsection 40.06.2(D)** to fill voids left by the removal of ledge rock payment shall be made under Item No. 70.61RE - ROCK EXCAVATION. The Contractor's attention is directed to **Section 70.61 - Rock Excavation** of the specifications, and that all references to clean fill therein, shall mean select granular fill.

(C) For providing acceptable select granular fill (whether natural or processed) to satisfy the requirements of **Subsection 40.06.2(D)** payment shall be made under Item No. 73.41AG - ADDITIONAL SELECT GRANULAR BACKFILL. The Contractor's attention is directed to **Section 73.41 - Additional Select Granular Backfill** of the specifications, with the addition that the conditions for use as specified in **Subsection 73.41.1** shall be expanded to include those specified in **Subsection 40.06.2(D)** as amended hereinbefore.

- (7) **Refer to Section 70.51 - Excavation Of Boulders In Open Cut, Page VII-37:**

Add the following new **Subsection 70.51.6**:

70.51.6 EXISTING SEWER ENCASED IN CONCRETE

The Contractor is advised that at certain locations, the existing sewer to be removed may be encased in concrete. Where this condition is encountered, the Contractor shall remove the concrete encasement from the site. The quantity, in cubic yards, to be measured for payment shall be determined by taking the total volume of the encased sewer including the cradle portion less the volume of the sewer pipe. Payment shall be made at the unit price bid for Item No. 70.51EO - EXCAVATION OF BOULDERS IN OPEN CUT and shall cover the cost of all labor, materials, plant, equipment and insurance necessary to remove the concrete encasement, together with all work incidental thereto, as directed by the Engineer. The cost of any additional backfilling required to be done in connection with this work shall be deemed included in the unit price bid for Item No. 70.51EO - EXCAVATION OF BOULDERS IN OPEN CUT.

- (8) **Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions, Pages VII-67 and VII-68:**

Add the following to **Subsection 71.41.4**:

(E) Specific Pavement Restoration Provisions:

Upon completion, at each and every ordered location, of installation of water mains and the reconstructed collapsed or otherwise defective storm, sanitary or combined sewers and the backfill and compaction of all sewer and water main trenches, the Contractor shall permanently restore all roadways, sidewalks and curbs within the ordered limits of the trench width and cutbacks as follows:

(1) In all streets requiring sewer and water main work, the permanent pavement restoration shall be as follows:

(a) The permanent roadway restoration over the **trench widths and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, or a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of six (6) inches of high-early strength concrete, to match the existing pavement as directed by the Engineer.

(2) Sidewalk And Curb Restoration:

(a) The permanent sidewalk restoration over the **trench width and cutbacks only** shall consist of 4" concrete sidewalk (unpigmented) outside driveway and 7" concrete sidewalk (unpigmented) inside driveway and pedestrian ramps, as directed by the Engineer. All sidewalks shall be restored in full flag units.

(b) Since all sidewalks shall be restored in full flag units, the cutbacks for sidewalk restoration shall be defined as the distances beyond the edges of the trenches that require removal in order to get to an adjacent undisturbed full flag unit. For the purpose of this contract sidewalk shall be saw-cut, removed and restored in full flag units up to a maximum overall width of ten (10) feet (two (2) full flag units).

(c) The permanent restoration of curbs over the **trench width only** shall consist of concrete curb, straight steel faced concrete curb, depressed steel faced concrete curb and corner steel faced concrete curb, as directed by the Engineer.

(d) The cost of all labor, materials, equipment, samples and tests required and necessary to permanently restore the curbs over the trench width and cutbacks only shall be deemed included in the prices bid for Item No. 1.A50.31PC08 - 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS), Item No. 1.B50.31PC08 - 8" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET) (FIXED UNIT PRICE TO BE 70% OF UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.C50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.D50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$5.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.E50.31PC10 - 10" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE 90% OF UNIT PRICE BID FOR ITEM NO. 1.D50.31PC10), Item No. 1.F50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.G50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.H50.31PC12 - 12" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$10.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.I50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.J50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.K50.31PC15 - 15" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$15.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.L50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$25.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No.

1.M50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.N50.31PC18 - 18" E.S.V.P. SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$20.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.O50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.P50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.Q50.21P3C024D - 24" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$30.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.R50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.S50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.T50.21P3C030D - 30" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$35.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.U50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.V50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.W50.21P3C036D - 36" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$40.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.X50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.Y50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.Z50.21P3C042D - 42" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$45.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 1.AA50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (MINIMUM 15 FEET LENGTHS) (FIXED UNIT PRICE TO BE \$55.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.A50.31PC08), Item No. 1.BB50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND THE MINIMUM 15 FEET TO A MAXIMUM OF 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.B50.31PC08), Item No. 1.CC50.21P3C048D - 48" R.C.P. CLASS III SEWER, ON CONCRETE CRADLE (ADDITIONAL LENGTH BEYOND 100 FEET) (FIXED UNIT PRICE TO BE \$50.00 PLUS UNIT PRICE BID FOR ITEM NO. 1.E50.31PC10), Item No. 60.12D20 - LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS, Item No. 60.12D12 - LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS, Item No. 60.12D08 - LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS, and Item No. 60.12D06 - LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS.

- (3) The following requirements apply to subsection (1) above only:
- (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.
 - (b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 71.21 - Pavement Excavation** of the

Standard Sewer And Water Main Specification. Payment for this work will be made under item no. 6.02 AAN – UNCLASSIFIED EXCAVATION.

- (c) At locations requiring the installation of a concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration, the cost of which shall be deemed included in the prices bid for all pavement restoration items. Additionally, appropriate pavement keys as described below shall be used.
- (d) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.
- (e) Unless otherwise specified, the cost for tack coating, removal of pavement markings and replacement with thermoplastic reflectorized pavement markings (crosswalks and lane dividers), placement and eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings shall be deemed included in the prices bid for all pavement restoration items.
- (f) Payment for pavement restoration shall be made under the following items:

| <u>Item No.</u> | <u>Item</u> | <u>Payment Description</u> |
|-----------------|--|--|
| 4.02 AB-R | Asphaltic Concrete Wearing Course, 1-1/2" Thick | (For asphaltic concrete wearing course top course when <u>no</u> overlay is required.) |
| 4.02 CA | Binder Mixture | (For binder mixture base course over trenches and cutbacks; binder mixture top filler course under asphaltic concrete wearing course when <u>no</u> overlay is required; binder mixture in Type A and B Keys.) |
| 4.04 H | Concrete Base For Pavement, Variable Thickness For Trench Restoration, (High-Early Strength) | (For concrete base course over trenches and cutbacks.) |

- (4) The cost for excavation of pavements, curbs and sidewalks within limits of sewer and water trenches and cutbacks, and as ordered by the Engineer, shall be deemed included in the price bid for item No. 6.02 ANN – UNCLASSIFIED EXCAVATION.
- (5) All Sidewalks; Driveways; Curbs; Corner Curbs; Pedestrian Ramps; and Roadway base courses, within the ordered limits of work and as directed by the Engineer, top courses and wearing courses shall be installed in conformance with the latest Department of Transportation Specifications and Standard Details, except as amended herein.
- (6) The Contractor shall exercise caution during the construction operation, so as to prevent damage and/or disturbance to sidewalks, curbs and roadways outside the ordered reconstruction limits of trench width and cutbacks.
- (7) All disturbed grass sidewalk areas over the trench width and cutbacks only shall be restored in conformance with the **New York City Department of Transportation (NYCDOT) Standard Highway Specifications Section 4.19 - Sodding**. The cost of all labor, materials, equipment, samples and tests required and necessary to install sod in grass sidewalk areas over the trench width and cutbacks shall be deemed included in the prices bid. No separate or additional payment will be made for this work.
- (8) Should granite block, asphalt block or brick pavement be encountered over the trench width and cutbacks only, five (5) inches of binder mixture shall be substituted for the blocks and bricks removed. The binder mixture shall be installed on a base course of a minimum of six (6) inch of

high-early strength concrete and topped with a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture to match the existing pavement as directed by the Engineer. All granite or brick removed shall be delivered to the designated City Yard. The cost of all labor, materials, equipment, samples and tests required and necessary to install new pavement as described herein to replace granite block, asphalt block or brick pavement over the trench width and cutbacks shall be paid for as per subsection (3)(f) above.

- (9) If additional roadway restoration is required and ordered in writing by the Engineer outside the ordered limits of trench widths and cutbacks the cost of all labor, materials, equipment, samples and tests required and necessary to perform this additional roadway restoration work shall be deemed included in the prices bid for Item No. 4.02 CA - BINDER MIXTURE, Item No. 4.02 CB - ASPHALTIC CONCRETE MIXTURE, and Item No. 4.04 H - CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH). Included in the prices bid for these items shall be the cost for all excavation of pavements, tack coating, removal of pavement markings and replacement with thermoplastic reflectorized pavement markings (crosswalks and lane dividers), placement and eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city owned castings. No separate or additional payment will be made for this work.

- (10) All sidewalk restoration work within the limits of the trench and cutbacks and as directed by the Engineer shall be deemed included in the prices bid for Item No. 4.13 AAS - 4" CONCRETE SIDEWALK (UNPIGMENTED), and Item No. 4.13 BAS - 7" CONCRETE SIDEWALK (UNPIGMENTED).

- (9) Refer to Page VII-104:
Add the following new **DIVISION VIII**:

DIVISION VIII
DETAILED SPECIFICATION FOR RECONSTRUCTION OF COLLAPSED OR OTHERWISE
DEFECTIVE STORM, SANITARY OR COMBINED SEWERS

DSS-1 INTENT

It is intent of this contract, at all locations and areas ordered under this contract as determined by the New York City Department of Environmental Protection and as directed by the Engineer to reconstruct sections of existing collapsed or otherwise defective Storm, Sanitary or Combined Sewers in roadways, sidewalks, malls, medians, pedestrianways, easements or other non-roadway areas including the reconnection of all existing house sewers, basin connections, and the construction of new manholes as required.

The sections of existing collapsed or otherwise defective Storm, Sanitary or Combined Sewers shall be removed and reconstructed with Extra Strength Vitrified Clay Pipe on Concrete Cradle and/or Precast Reinforced Concrete Pipe on Concrete Cradle, complete, as shown, specified or required.

The Contractor, when so ordered by the Engineer, will be required to substitute the use of Ductile Iron Pipe on Stone Bedding in lieu of Extra-Strength Vitrified Clay Pipe on Concrete Cradle for the various sized pipes indicated in the Bid Schedule. The Ductile Iron Pipe shall meet all of the requirements, standards and specifications of the Department of Environmental Protection. The payment for Ductile Iron Pipe on Stone Bedding will be made under the applicable unit prices bid for the various sizes of Extra-Strength Vitrified Clay Pipe on Concrete Cradle. The substitution of 15-inch Extra-Strength Vitrified Clay Pipe will be made with 16-inch Ductile Iron Pipe.

At each ordered location the length of existing collapsed or otherwise defective Storm, Sanitary or Combined Pipe Sewer to be reconstructed will vary; however, the length will generally not be less than fifteen (15) feet per trench opening. The actual length at each ordered location and the area of reconstruction will be determined by the New York City Department of Environmental Protection and

as directed by the Engineer. For each reconstruction less than a manhole length, the trench opening shall be at least one and one-half (1-1/2) feet longer at the ends of the reconstruction to permit proper jointing.

DSS-2 STANDARD SEWER AND WATER MAIN SPECIFICATION

Unless otherwise specified, all work and materials shall conform to the applicable sections of 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), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York.

DSS-3 DEFINITIONS

Whenever the following pronoun appears in this contract, the meaning and intent shall be interpreted as follows unless a different meaning is clear from the context: "Engineer" shall mean the Director, Bureau of Water and Sewer Operations, Department of Environmental Protection, or a designated representative to act as such in relation to this contract.

DSS-4 ISSUANCE OF TASK ORDERS

- (A) General: The Contractor shall, for the duration of this contract, provide services as directed by the Engineer for the reconstruction of existing sewers or portions thereof, in accordance with the terms and conditions set forth herein. The services to be provided by the Contractor shall include both Initial Services and Reconstruction Services, as described below.
- (B) Transmission of Task Orders:
- (1) The Engineer shall advise the Contractor of the need for services hereunder through Task Orders, as set forth in **Paragraph (C)** below. The Engineer shall send Task Orders to the Contractor by e-mail, fax, or by telephone promptly confirmed by e-mail and/or fax.
 - (2) The Contractor shall, for the duration of this contract, provide and maintain at its place of business a dedicated telephone line, a dedicated e-mail address and a dedicated fax line for the receipt of Task Orders hereunder. The e-mail and fax machine shall be in operation twenty-four (24) hours per day, seven (7) days per week, for the duration of this contract. The Contractor shall not be entitled to any compensation for the provision of such equipment. All expenses for the required telephone, e-mail and fax lines shall be deemed included in the Contractor's overhead.
- (C) Task Order: When the need for services arises, the Engineer shall issue a Task Order to the Contractor. The Task Order shall specify the items set forth below:
- (1) Description and Location of the Project
 - (2) Length of Reconstruction Work
 - (3) Reconstruction Services to be performed
 - (4) Reconstruction Time - Time for commencement and completion of work
- (D) Reconstruction Services: The Engineer shall specify the services necessary and required for reconstruction. The Contractor shall perform such reconstruction services within the reconstruction time, as set forth below.
- (E) Reconstruction Time: The Reconstruction Time shall mean the period of time within which the Contractor must complete the required Reconstruction Services. The Reconstruction Time shall be specified in the Task Order. The Contractor is advised that the Reconstruction Time shall be determined by the Department of Environmental Protection, in its sole discretion.

Time is of the essence as the public health and safety are involved. Accordingly, the Contractor shall perform the work at each and every ordered location promptly and diligently, using such means and methods of construction as will assure its expeditious and satisfactory completion without delay.

- (F) Personnel: The Contractor shall provide adequate personnel and equipment at each ordered location. Prior to the start of work the Engineer shall approve such personnel and equipment. The Engineer reserves the right to determine the personnel and equipment required to adequately and properly carry out the intent of this contract and to order personnel and equipment in excess of that normally required for the work to be done, off the job site. No payment will be made for such excess personnel and equipment. The Contractor must be prepared to provide adequate personnel and equipment to perform the services specified in **Paragraphs (C) and (D)** above at up to three (3) concurrent reconstruction sites.
- (G) No Right To Refuse: The Contractor shall have no right to reject or decline to perform any Task Order issued under this contract. However, if the Contractor is unable to begin the work of reconstruction for any reason, the Contractor shall so notify the Engineer by telephone as soon as possible, such notifications to be followed by an explanation in writing as to the reasons why the Contractor is unable to begin the required work.
- (H) Supplementary Task Orders: The Contractor shall perform only the work specifically ordered by the Engineer in the written Task Order. The Department of Environmental Protection reserves the right to order additional work through Supplementary Task Orders issued by the Engineer, as the work on the original Task Order progresses.

DSS-5 WORK INCLUDED

The Contractor shall at each and every ordered location, furnish all labor, equipment, materials and supervision, and shall perform all the work called for within each item ordered including any incidental work required for a complete and satisfactory job.

All labor, equipment and materials necessary for the proper execution and completion of each item of work called for are to be furnished and delivered by and at the cost and expense of the Contractor, and the work executed and completed in every detail whether specifically mentioned or not.

The Contractor must be prepared to do this work without prepared plans.

At each ordered location the Contractor shall remove and clean the sewer of any debris up to and including manholes on both sides of the section of sewer being reconstructed during and after the completion of the work.

DSS-6 EXISTING CONDITIONS

The Contractor is advised that the Engineer will furnish to the Contractor, where available, plans of the existing collapsed or otherwise defective Storm, Sanitary or Combined Sewers.

The Contractor is further advised that since the reconstructed sewer is to be within the same trench where the existing collapsed or otherwise defective pipe sewer was constructed, it is assumed that the original trench was backfilled with acceptable materials and that no exceptionally large boulders, or other obstructions would hinder or delay the excavation work. If boulders, rip-rap and other large objects as herein before specified in excess of one-half (1/2) cubic yard in volume are encountered during the excavation down to the top of the existing collapsed or otherwise defective pipe sewer, payment for the removal of same will be paid for at the unit price bid for Item No. 70.51EO - EXCAVATION OF BOULDERS IN OPEN CUT. The entire boulder shall be measured where practicable. The resultant void shall be backfilled and paid for under Item No. 73.41AG - ADDITIONAL SELECT GRANULAR BACKFILL.

The average depth to be excavated to subgrade for the reconstructed sewer is eight (8) to nine (9) feet, varying from a minimum depth of four (4) feet to a maximum depth of twelve (12) feet. Deeper sewer excavations to a maximum depth of twenty (20) feet, shall be paid for under Item No.73.31AE2 - ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 12' TO 16' DEPTH) and Item No. 73.31AE3 - ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 16' TO 20' DEPTH).

DSS-7 PAYMENT FOR WORK PERFORMED

The Contractor shall include in the unit price bid for each item of work, the cost of all labor, equipment, materials, supervision, overhead, profit, insurance, and all other services required to execute and complete each item of work.

Payment will be made at the unit price bid for the various items of work ordered in writing by the Engineer and actually performed and incorporated into the work. The Contractor is advised that the payment for each increment of length of sewer to be replaced will be made at the unit prices bid for each increment of length of sewer to be replaced according to the following schedule:

- (a) Minimum fifteen (15) linear feet.
- (b) Additional length beyond the minimum fifteen (15) linear feet to a maximum of one hundred (100) linear feet. Fixed unit price as listed in the contract document - bid schedule of prices.
- (c) Additional length beyond one hundred (100) linear feet. Fixed unit price as listed in the contract document - bid schedule of prices.

DSS-8 PROCEDURAL ORDERS TO CONTRACTOR

The Contractor shall either give personal attention to the work or employ and retain a competent superintendent or foreman at each and every ordered location while the work is in progress. Instructions given to the superintendent or foreman shall be considered as having been given to the Contractor.

DSS-9 CITY TO NOTIFY CITY DEPARTMENT

At the time the Engineer orders the Contractor to proceed with the work, the Department of Environmental Protection shall notify and transmit a copy of the order to start work to all public and private agencies concerned. These notifications shall be in addition to the Contractors required notifications of public and private agencies as specified herein.

At the start of the work, the Contractor will be furnished with a temporary street opening permit by the Department of Environmental Protection. However, the Contractor shall obtain the prescribed permits from the Department of Transportation prior to the start of the work.

DSS-10 MEASUREMENTS

All measurements shall be made under the supervision of the Engineer. The Contractor's representative shall notify the Engineer when measurements are to be made so the Engineer may be present at that time, the Contractor shall record all measurements and give the Engineer duplicate copies of these measurements.

DSS-11 WORK ORDERED BY THE ENGINEER AND NOT OTHERWISE COVERED IN THE DETAILED SPECIFICATION.

During the course of the work being performed at any ordered location, it may be necessary for the Engineer to order, in writing, extra work not otherwise covered in the task order and in the Detailed Specifications. Payment for extra work for which there are classified bid item(s) shall be made under the unit price bid for the respective bid item(s). Payment for extra work for which there are no specific classified bid item(s) shall be made in accordance with **Articles 25 and 26** of the Contract.

DSS-12 INSPECTION OF MATERIALS FURNISHED

In lieu of the procedure for the inspection of materials to be furnished, as called for in **DIVISION III** of the Standard Sewer And Water Main Specifications, the City will accept certificates from the Contractor's materials suppliers stating that the materials furnished and incorporated in the work at each ordered location, meets the requirement of the appropriate sections of the specifications. Such material certificates shall be provided to the Engineer by the completion date specified in the task order for each ordered location.

DSS-13 TREES TO BE REMOVED AND REPLACED

During the work of reconstructing sewers in sidewalk or mall areas, the Contractor, when ordered in writing by the Engineer and approved by the Parks Department, shall remove trees along the line of the work. The cost of all the labor and materials required to remove trees, as directed, shall be deemed included in the unit prices bid for the respective tree removal items.

Where trees along the line of the work are removed, as directed, the Contractor shall replace such trees with new trees in accordance with the requirements of the Department of Parks and Recreation. The cost of all the labor and materials required to furnish and place new trees, as directed, together with the cutting of tree pits and all work incidental thereto, shall be deemed included in the unit price bid for Item No. 4.16 CA405 - TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 4' X 5' TREE PITS.

DSS-14 ADDITIONAL SIDEWALK RESTORATION

The Contractor is notified that during the work of reconstructing sewers at any ordered location, the Engineer may order additional sidewalk reconstruction outside the ordered trench and cutback restoration limits.

The cost of all the labor and materials required to perform this ordered additional existing concrete sidewalk removal and reconstruction outside the ordered sewer and water main trench and cutback restoration limits, together with all work incidental thereto, shall be deemed included in the unit prices bid for Item No. 4.13 AAS - 4" CONCRETE SIDEWALK (UNPIGMENTED), and Item No. 4.13 BAS - 7" CONCRETE SIDEWALK (UNPIGMENTED).

The Contractor is notified that should any damage occur to areas outside of the Engineer's ordered locations, due to the Contractor's negligence, the Contractor shall make all repairs to the satisfaction of and as directed by the Engineer. The cost of such repairs shall be borne by the Contractor, at no cost to the City.

DSS-15 ADDITIONAL ROADWAY RESTORATION

The Contractor is notified that during the work of reconstructing sewers at any ordered location, the Engineer may order additional roadway reconstruction outside the ordered trench and cutback restoration limits.

The cost of all the labor and materials required to perform this ordered additional existing roadway removal and reconstruction outside the ordered sewer and water main trench and cutback restoration limits, together with all work incidental thereto, shall be deemed included in the unit prices bid for Item No. 4.02 CA - BINDER MIXTURE, Item No. 4.02 CB - ASPHALTIC CONCRETE MIXTURE, and Item No. 4.04 H - CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH).

The Contractor is notified that should any damage occur to areas outside of the Engineer's ordered locations, due to the Contractor's negligence, the Contractor shall make all repairs to the satisfaction of and as directed by the Engineer. The cost of such repairs shall be borne by the Contractor, at no cost to the City.

DSS-16 METHOD OF PAYMENT

The following items of work herein specified are provided in order to afford the City of New York opportunity to have such work done if found necessary. It shall be understood by the Contractor that the work as specified under any one of these items may be ordered by the City of New York and in the unit quantities found necessary by the Department of Environmental Protection. The City of New York, however, is not bound to order any of the work specified under these items. Payment will be made only for the actual number of unit quantities ordered under each item.

In the execution of any work under any of these items, the Contractor shall see that the work is progressed as quickly as possible and without delay. All labor, equipment and materials necessary for the proper execution and completion of each item of work called for are to be furnished and delivered by and at the cost and expense of the Contractor and the work executed and completed in every detail whether specifically mentioned or not.

The contract prices for Extra Strength Vitrified Pipe Sewers and/or Precast Reinforced Concrete Pipe Sewers shall be the unit price bid per linear foot for each size, kind, class and type of sewer and shall cover the cost of all labor, materials, equipment, samples and tests required and necessary to construct the extra strength vitrified pipe sewers and/or the precast reinforced concrete pipe sewers of the sizes and to the lines and grades as shown, specified, or ordered, including the earth excavation of all materials of whatever nature encountered (See **Section 40.03 - Earth Excavation** and except excavation of concrete encased sewers and other large objects as specified herein); all pumping and work required to eliminate blockages and restore and maintain sewage flow, all sheeting and bracing; pumping; fluming; bridging; decking; breaking down and filling in of abandoned sewer appurtenances; connections; concrete cradle and encasements; maintaining flow in sewers; backfilling; cleaning up; mobilization (except mobilization for dewatering purpose); temporary restoration of street surfaces; support and maintenance of existing City structures that are encountered during excavation (including curbs, stoops, fences, copings, vaults, light poles, etc.); removal of existing collapsed or otherwise defective sewers and their foundation supports of broken stone or concrete cradle; removal, reconstruction and reconnection of existing house sewer connections together with spurs and risers for existing house connections; removal, reconstruction and reconnection of existing basin connections; removing and cleaning the sewer of any debris up to and including manholes on both sides of the section of sewer being reconstructed during and after the completion of the work at any ordered location; permanent restoration of all curbs, malls, medians, pedestrianways and other non-roadway areas within the limits of trenches and cutbacks together with foundation materials; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans, specifications and standards and as directed by the Engineer. In addition, included in the price hereunder shall be the cost of all labor and materials necessary to construct the concrete cradle so that it shall extend under the existing sewer one and one-half (1-1/2) feet beyond the pipe joints at each end of the reconstructed sewer; and to construct at both ends where the reconstructed sewer joins the existing sewer, joints that shall be encased with a four (4) inch thick concrete encasement, twelve (12) inches long on either side of the joint.

The cost for permanent restoration of all roadway top courses and base courses within the limits of trenches and cutbacks and as directed by the Engineer shall be deemed included for the prices bid for item nos. 4.02 AB-R - ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK, 4.02 CA - BINDER MIXTURE and 4.04 H - CONCRETE BASE FOR PAVEMENT FOR PAVEMENT VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH EARLY STRENGTH).

The cost for permanent restoration of all sidewalks within the limits of trenches and cutbacks and as directed by the Engineer together with foundation material shall be deemed included for the prices bid for item nos. 4.13 AAS - 4" CONCRETE SIDEWALK (UNPIGMENTED), and 4.13 BAS - 7" CONCRETE SIDEWALK (UNPIGMENTED).

When additional spurs are required and ordered in writing by the Engineer for future house connections, payment shall be made for these in place additional spurs under the prices bid for Item No. 52.31V06P00 - 6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON E.S.V.P. SEWER, and Item No. 52.31V08P00 - 8" E.S.V.P. SPUR FOR HOUSE CONNECTION ON E.S.V.P. SEWER.

When additional risers are required and ordered in writing by the Engineer for future house connections, payment shall be made for these in place additional risers under the prices bid for Item No. 52.21V08 - 8" E.S.V.P. RISER FOR HOUSE CONNECTION, and Item No. 52.21V10 - 10" E.S.V.P. RISER FOR HOUSE CONNECTION.

When basin connections are required and ordered in writing by the Engineer to be relayed in a new location, payment shall be made for these in place basin connections under the price bid for Item No. 52.11D12 - 12" DUCTILE IRON PIPE BASIN CONNECTION.

Payment for in place additional steel reinforcing bars required and ordered in writing by the Engineer shall be made under the price bid for Item No. 73.51AS - ADDITIONAL STEEL REINFORCING BARS.

Payment for in place additional select granular backfill required and ordered in writing by the Engineer shall be made under the price bid for Item No. 73.41AG - ADDITIONAL SELECT GRANULAR BACKFILL.

Payment for in place additional brick masonry required and ordered in writing by the Engineer shall be made under the price bid for Item No. 73.11AB - ADDITIONAL BRICK MASONRY.

Payment for in place standard manholes required and ordered in writing by the Engineer, shall be made under the prices bid for Item No. 51.21S0A1000V - STANDARD MANHOLE TYPE A-1, and Item No. 51.21S0B1000V - STANDARD MANHOLE TYPE B-1. Included in the respective prices bid shall be the cost for the removal of existing manholes. If no manhole exists where a new manhole is required and ordered, a credit will be taken for the omitted work.

Payment for in place standard catch basins required and ordered in writing by the Engineer shall be made under the price bid for Item No. 51.41S001 - STANDARD CATCH BASIN, TYPE 1. Included in the respective prices bid shall be the cost for the removal of existing catch basins. If no catch basin exists where a new catch basin is required and ordered, a credit will be taken for the omitted work.

Payment for excavation of boulders in open cut required and ordered in writing by the Engineer shall be made under the price bid for Item No. 70.51EO - EXCAVATION OF BOULDERS IN OPEN CUT.

Payment for in place planted trees required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 4.16 CA405 - TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 4' X 5' TREE PITS. Included in the price bid shall be the cost for tree pits, fertilizer, stakes and wire, topsoil, etc.

Payment for additional earth excavation required and ordered in writing by the Engineer, shall be made under the prices bid for Item No. 73.31AE2 - ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 12' TO 16' DEPTH), and Item No. 73.31AE3 - ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (OVER 16' TO 20' DEPTH). Included in the prices bid shall be the cost for additional sheeting, bracing and pumping required beyond the limits hereinbefore mentioned.

Payment for in place stone ballast required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 70.71SB - STONE BALLAST. Included in the price bid shall be the cost for additional excavation for placement of stone ballast.

Payment for in place additional concrete required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 73.21AC - ADDITIONAL CONCRETE.

Payment for maintenance and protection of traffic required and ordered in writing by the Engineer shall be made under the price bid for Item No. 6.70 - MAINTENANCE AND PROTECTION OF TRAFFIC. Included in this item will be payment for making the area safe for residents and for pedestrian and vehicular traffic within the initial response time.

Payment for maintenance of site required and ordered in writing by the Engineer shall be made under the price bid for Item No. 7.13 A - MAINTENANCE OF SITE.

Payment for in place fencing required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 70.31FN - FENCING.

Payment for television inspection and digital audio-visual recording of sewers required and ordered in writing by the Engineer shall be made under the price bid for Item No. 53.11DR - TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS.

Payment for removal of trees required and ordered in writing by the Engineer, shall be made under the prices bid for Item No. 4.16 AA - TREES REMOVED (4" TO UNDER 12" CALIPER), Item No. 4.16 AB - TREES REMOVED (12" TO UNDER 18" CALIPER), Item No. 4.16 AC - TREES REMOVED (18" TO UNDER 24" CALIPER), and Item No. 4.16 AD - TREES REMOVED (24" CALIPER AND OVER).

Payment for maintenance tree pruning required and ordered in writing by the Engineer, shall be made under the prices bid for Item No. 4.18 A - MAINTENANCE TREE PRUNING (UNDER 12" CALIPER), Item No. 4.18 B - MAINTENANCE TREE PRUNING (12" TO UNDER 18" CALIPER), Item No. 4.18 C - MAINTENANCE TREE PRUNING (18" TO UNDER 24" CALIPER), and Item No. 4.18 D - MAINTENANCE TREE PRUNING (24" CALIPER AND OVER).

Payment for 8-inch, 12-inch and 20-inch water main offsets and replacements required and ordered in writing by the Engineer due to water mains crossing sewer trenches and water mains interfering with sewer trenches shall be made under the prices bid for the various water main items provided in the contract for water main work actually performed.

Payment for photographs required and ordered in writing by the Engineer, shall be made under the price bid for Item No. 10.32A - PHOTOGRAPHS.

Payment for Bid Schedule Item Nos. DSS014A1 - CLEANING OF SEWER (LESS THAN 24" DIAMETER) and DSS014A2 - CLEANING OF SEWER (24" TO 48" DIAMETER), will be made on a per linear foot basis for sewers successfully cleaned at the unit price bid.

Payment for Bid Schedule Item No. DSS014B - CLEANING OF MANHOLE, will be made for each manhole cleaned as directed by the Engineer at the unit price bid

DSS-17 GUARANTEED MINIMUM

In the event the Contractor is not issued any Task Orders hereunder, the City agrees to pay, and the Contractor agrees to accept, a minimum fee of two thousand dollars (\$2,000.00). The Contractor further agrees that under such circumstances, the Contractor has no action for damages or for loss of profits against the City.

E. 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 ADDENDUM NO. 7

By signing in the space provided below, the bidder acknowledges receipt of the twenty-nine (29) pages of this Addendum.

**THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS
AND ATTACHED TO THEIR BIDS.**

Maspoth Supply Co LLC
Name of Bidder

By: [Signature]

Purnima Dhari
for **GURDIP SAINI, P.E.**
Associate Commissioner/Design I

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

ADDENDA CONTROL SHEET

BID OPENING DATE: APRIL 7, 2015

PROJECT NO.: QEDA001

TITLE: CONSTRUCTION OF ACCELERATED WATER MAIN
REPLACEMENT AND SEWER REHABILITATION AND
REPLACEMENT

| ADDENDA ISSUED | No. OF DRAWINGS | DATE |
|---|-----------------|------------|
| #1: Amendments to Standard Highway Specs. | | 02/24/2014 |
| #2: Sewer and Water Main Specifications | | 12/24/2014 |
| #3: Gas Cost Sharing (EP-7) Std. Specifications | | 12/24/2014 |
| #4: To CET Specifications | | 02/09/2015 |
| #5: Additional Amendments | | 02/23/2015 |
| #6: Additional Amendments | | 03/25/2015 |
| #7: Additional Amendments | | 03/25/2015 |
| #8: Additional Amendments | | 03/25/2015 |
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Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; 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. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") by this contract during the progress of the City work.

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

QEDA001

**FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN
REPLACEMENT AND SEWER REHABILITATION AND REPLACEMENT**

| COMPANY NAME | CONTACT NAME | CONTACT TELEPHONE |
|--------------|-------------------|-------------------|
| CON EDISON | THERESA KONG | 212-460-4834 |
| VERIZON | AUBREY MAKHANLALL | 718-977-8165 |
| TIME WARNER | JOHN PIAZZA | 718-963-5612 |
| RCN | JOEY MAISONET | 718- 577-3279 |

SECTION U-3

(NO TEXT IN THIS SECTION)

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

PROJECT ID: QEDA001

FOR THE CONSTRUCTION OF ACCELERATED WATER MAIN
REPLACEMENT AND SEWER REHABILITATION AND REPLACEMENT

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

ADDENDUM NO. 8

(SECTION U VERSION 2.0)

DATED: MARCH 25, 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 A8-3 through A8-13)
 - B. Schedule U-1 (Page A8-14)
 - 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 A8-15 (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, ¶13, 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 Addendum, 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.

By signing in the space provided below, the bidder acknowledges receipt of the two (2) page of this Addendum and fourteen (14) pages of attachments.

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

Purnima Dhere
for **GURDIP SAINI, P.E.**
Associate Commissioner/Design I

Masport Supply Co. LLC
Name of Bidder

By: *[Signature]*

PROJECT ID: QEDA001

END OF ADDENDUM No. 8
This Addendum consists of Sixteen (16) pages

