

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: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET: TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END: GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

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



December 2, 2014

5-082



Dr. Feniosky Peña-Mora Commissioner

Andrea Glick
Deputy Commissioner
Administration

John Goddard Agency Chief Contracting Officer Lorraine Holley
Deputy ACCO
Competitive Sealed
Bid Contracts

May 21, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUEST JR Cruz Corp. 675 Line Rd Aberdeen, NJ 07747

RE: FMS ID: SE-798

E-PIN: 85015B0070001 DDC PIN: 8502015SE0014C

Construction of Storm and Sanitary Sewers and Appurtenances in: Armstrong Avenue between Hylan Blvd and US Bulkhead Line, etc. - Borough

of Staten Island
NOTICE OF AWARD

Dear Contractor:

ou are hereby awarded the above referenced contract based upon your bid in the amount of 39,825,909.00 submitted at the bid opening on March 18, 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.



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

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

Sincerely,

Journe Holley Lorraine Holley



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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 - 53

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.

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COLTA	COL: 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY.	COL 4	COL 5 UNIT PRICE WIN FIGURES DOLLARS)	COL: 6 TEXTENDED AMOUNTS: (IN:FIGURES): DOLLARS:: CTS
001	4.01 RAG ASPHALT MACADAM PAVEMENT, 6" THICK	21,400.00	S.Y.	40	80	856,000 00
002	4.02 AB-R ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	1,500.00	S.Y.	28	18	42000 00
003	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	50,000.00	S.Y.	20	00	1.500,000:00
004	4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	16,000.00	S.Y.	32	*°	51200000
005	4.02 CA BINDER MIXTURE	9,760.00	TONS	110	00	1073600 05
006	4.02 CB ASPHALTIC CONCRETE MIXTURE	50.00	TONS	//0	00	5,500 00

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

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COL 1	COL 2 And 1	COL 3 NENGINEER'S A ESTIMATE OF QUANTITY.	COL, 4		COLS EXTENDED AMOUNT MAN FIGURES S. DOLLARS CTS
007	4.04 H	450.00	C.Y.		
	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)			250 @	112,500 05
008	4.04 HD	2,400.00	C.Y.		
	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)			210 50	504,000 00
009	4.05 AX	90.00	C.Y.		
	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)			560 0	50,400
010	4.08 AA	1,500.00	L.F.		'
	CONCRETE CURB (18" DEEP)			35 **	52,500 00
011	4.08 BA	800.00	L.F.		
	CONCRETE CURB (21" DEEP)			40 00	32,000
012	4.09 AE	3,590.00	L.F.		
	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)			50 a	179,500 00

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COL SEQ NO	COL: 2. TEM:NUMBER and DESCRIPTION	COES ENGINEER'S ESTIMATE OF QUANTITY	COL:4	UNITAPRICE UNITAPRICE UNITAPRICE UNITARES		COL 6 DEXTENDED AMOUNT CON FIGURES:) DOLLARS CTS	
013	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	1,000.00	L.F.	50	05	50 000 ° 5	
014	4.09 BE DEPRESSED STEEL FACED CONCRETE CURB (21" DEEP)	650.00	L.F.	50		H 500 00	
015	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	200.00	L.F.	125	00	25,000 •	
016	4.09 CE CORNER STEEL FACED CONCRETE CURB (21" DEEP)	650.00	L.F.	130	Ø	8450000	
017	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	37,300.00	S.F.	β	σō	298.400 00	
018	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	8,500.00	S.F.	10	ã	85,000 M3 -85,500 co	C 1/2

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GOL 1	TEM NUMBER and DESCRIPTION	COL3 ENGINEERS ESTIMATE OF QUANTITY	GOL A	QOLES Searng article SANFAGURES DOLLARS		EXTENDED AMOUNT ON IN FIGURES AS A COURT OF THE PROPERTY OF T	CTS
019	4.13 DE	480.00	S.F.		:		
	EMBEDDED PREFORMED DETECTABLE WARNING UNITS			20	5 0	. 9,600	7
020	4.16 AA	20.00	EACH		:		
	TREES REMOVED (4" TO UNDER 12" CALIPER)		•	250	00	5000	8
021	4.16 AB	21.00	EACH				
	TREES REMOVED (12" TO UNDER 18" CALIPER)			500	øĐ	10,500	•
022	4.16 AC	6.00	EACH		:		
	TREES REMOVED (18" TO UNDER 24" CALIPER)			800	<u>00</u>	4800 0	<i>∞</i> 2
023	4.16 AD	3.00	EACH				
	TREES REMOVED (24" CALIPER AND OVER)			1200	•	3600	0
024	4.16 BA405	350.00	EACH		[: :		
	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 4' X 5' TREE PITS			950	æ	332,500°	۶,5

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GOL.1	COL	COL 3 FNGINEER'S SESTIMATE	** COB4	COL 5 UNIT PRIGE (IN FIGURES)	EXTENDED AND UNT
SEQ. NO	ATTEM NUMBER and DESCRIPTIONS	FOF QUANTITIY	UNIT 4		DOLLARS CTS
025	4.16 STUMP STUMP REMOVAL	10.00	UNITS		
				250	2500
026	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	300.00	EACH		
				90 •	22000 00
027	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	101.00	EACH		
				130	13/30 00
028	4.18 C MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	30.00	EACH		
				200	6,000 0
029	4.18 D MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	131.00	EACH		
				230	30/30
030	4.19 SODDING	3,000.00	S.Y.		
				10	30 000 -

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COL 1	COL 2 TEMINUMBER and DESCRIPTION	GOL 3 ENGINEER'S ESTIMATE DEQUANTITY	COL:	COL 5 UNIGERICE (NECURES DOMESTS		GGL 5 EXTENDED AMGUNU EL (INFIGURES) EDGLEARS ETES
031	4.20	1,190.00	S.Y.			
	SEEDING			1	5	1,190 00
032	4.21	5,000.00	P/HR	,		
	TREE CONSULTANT			60	00	300,000 ==
033	50.11MD080030	280.00	L.F.			
	8'-0"W X 3'-0"H DOUBLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER			4.000	õ	1.120.000
034	50.11MS046030	720.00	L.F.)		
	4'-6"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER			800	60	576,000 °E
035	50.11MS050030	324.00	L.F.			
	5'-0"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER			850	05	275400 00
036	50.11MS050040	1,120.00	L.F.			
	5'-0"W X 4'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER			900	•0	1,008,000 00

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cobt a	COL 2	GOL 3 Engineer's Estimate	COL 4	COL58 UNIT PRICES (IN FIGURES)	COL 6 EXTENDED AMOUNT (INFIGURES)
SEQ. NO	TEM NUMBER and DESCRIPTION	OF QUANTITY	UNIT	DOLLARS CTS	
037	50.11MS066046	922.00	L.F.	1	
	6'-6"W X 4'-6"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER				
	STORM SEWER			1050 00	968 100 00
038	50.11MS076030	275.00	L.F.	7	1
	7'-6"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER				
	STORM SEWER			1100 00	302500 00
039	50.11MS080046	145.00	L.F.	17	
	8'-0"W X 4'-6"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER				
	OTOTAL SEWER			1250 0	181250 00
040	50.21M3C024D	945.00	L.F.	,,,,,	
	24" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE				
		·		300 00	283500 =
041	50.21M3C030D	470.00	L.F.		
19-	30" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE				
			٠.	325 0	152 250 00
042	50.21M3C036D	170.00	L.F.		
	36" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE				
				250	59 500 00

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COL 1	COL 2 3. SITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4		, 44	COBE EXTENDED AMOUNE ***(INFIGURES) *** DOLLARS GFS
043	50.21M3C042D 42" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE	220.00	L.F.	410	00	90,200 00
044	50.21M3C048D 48" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE	720.00	L.F.	450	6 0	324,000 ==
045	50.21M3C054D 54" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE	195.00	L.F.	600	ot	117000
046	50.21M3E024D 24" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	1,735.00	L.F.	325	5	563 87.5 00
047	50.21M3E030D 30" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	295.00	L.F.	350	σō	103250 00
048	50.21M3E030W 30"W X 19"H R.C.P. CLASS HE-III STORM SEWER, ENCASED IN CONCRETE	265.00	L.F.	290	00	76.850 °5

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COL 1	COL 2	COL3 ENGINEER'S ESTIMATE OF QUANTITY	COL4.	COL 5 UNIT PRICE UN FIGURES DOLLARS) ; ;	COL.6 EXTENDED AMOUNT (INFIGURES) DOLLARS CTS
049	50.21M3E036D 36" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	700.00	L.F.	400	øĐ.	22000000
050	50.21M3E048D 48" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	675.00	L.F.	475	o <u>ō</u>	320625 ==
051	50.21M3E053W 53"W X 34"H R.C.P. CLASS HE-III STORM SEWER, ENCASED IN CONCRETE	245.00	L.F.	600	00	147,000 00
052	50.21M3E054D 54" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	85.00	L.F.	600	οΦ	51,000 00
053	50.31MC12 12" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	55.00	L.F.	310	90	17 040 00
054	50.31MC15 15" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	650.00	L.F.	325	ે	211,250 00

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©∂E1 SEQLNÖ	COL 2 ITEM NUMBER and DESCRIPTION	COLS ENGINEER'S 20 ESTIMATE OF QUANTITY	POOLS.	COLS UNITARICE OPEFIGURES (OR DOLLARS (OR COL	
055	50.31MC18 18" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	970.00	L.F.	330 00	320,100 00
056	50.31ME12 12" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	140.00	L.F.	330 ot	
057	50.31ME18 18" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	1,305.00	L.F.	350 **	456750 00
058	50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	7,220.00	L.F.	350 *	3527.000 -
059	50.41M6E24 24" D.I.P. CLASS 56 STORM SEWER, ENCASED IN CONCRETE	25.00	L.F.	1.000 00	25000 00
060	50.41S6E10 10" D.I.P. CLASS 56 SANITARY SEWER, ENCASED IN CONCRETE	335.00	L.F.	400 02	134,000 00

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COLJ	COIN2	COL GA ENGINEER'S ESTIMATE	COL. 47.46	UNITERIGE (IN FIGURES)	CON 6 EXTENDED AMOUNT (INFIGURES)
SEQ. NO.	* ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	Technic Control of the Control of th	DOLLARS. CTS
061	51.11C003 CHAMBER NO. 3	1.00	EACH		
				150,000 00	15000000
062	51.11C004 CHAMBER NO. 4	1.00	EACH	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
				150,000 00	150,000 00
063	51.11C005 CHAMBER NO. 5	1.00	EACH	120,000	
				100 800 -	100 000 00
064	51.11C006 CHAMBER NO. 6	1.00	EACH	, , , , ,	
				100,0000	100 000 00
065	51.11C007 CHAMBER NO. 7	1.00	EACH		
				150,000 00	150.000 5
066	51.11C008 CHAMBER NO. 8	1.00	EACH		
				100,000 00	100,000

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COL 1	COL 2 TIEM NUMBER and DESCRIPTION:	COL:3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COLES UNIT PRICE (IN RIGURES) DOLLARS CT	COL 6 EXTENDED AMOUNT AIN FIGURES S DOLLARS CTS
067	51.11C009 CHAMBER NO. 9	1.00	EACH	100,000 00	100,000
068	51.11E001 EQUALIZER CHAMBER NO. 1	1.00	EACH	250,000 00	250.000 00
069	51.11E002 EQUALIZER CHAMBER NO. 2	1.00	EACH	250,000	250000.00
070	51.11P004 STANDARD 4'-0" DIAMETER PRECAST MANHOLE	15.00	EACH	5,000 0	75,000 est
071	51.11P005 STANDARD 5'-0" DIAMETER PRECAST MANHOLE	2.00	EACH	6.000 00	12,000
072	51.11P006 STANDARD 6'-0" DIAMETER PRECAST MANHOLE	7.00	EACH	8,000 0	56,000 00

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s GOL 1	COL 2	COL-3 ENGINEER'S ESTIMATE	SGOL 4	GOL 5 (UNIT FRICE (IN FIGURES)	COL 6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS	
073	51.11P007 STANDARD 7'-0" DIAMETER PRECAST MANHOLE	4.00	EACH		
	·		·	1000000	6 40000 00
074	51.11P008 STANDARD 8'-0" DIAMETER PRECAST MANHOLE	1.00	EACH	7	10,000
·				12000	12,000 -
075	51.11P010 STANDARD 10'-0" DIAMETER PRECAST MANHOLE	2.00	EACH	7	
				25,000	50,000 05
076	51.21A001000C	1.00	EACH		
	ACCESS MANHOLE NO. 1			18,000	18,000 =
077	51.21A002000C ACCESS MANHOLE NO. 2	1.00	EACH	. 7	
				12 000°	18000 00
078	51.21A003000C ACCESS MANHOLE NO. 3	1.00	EACH	9	
			· E	18,000	·· 18,000 ··

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COL 1	COL. 2. TEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITIY	COL 4	COL 5 PEUNITEPR(CE (IN E)CURESO) DOLLARS	EXCIDED AMOUNT COMESTON OF THE COMESTON OF T
079	51.21A004000C ACCESS MANHOLE NO. 4	1.00	EACH	18 000 .	18,000 05
080	51.21A005000C ACCESS MANHOLE NO. 5	2.00	EACH	18,000	36,000 00
081	51.21A006000C ACCESS MANHOLE NO. 6	1.00	EACH	18,000	18.000
082	51.21A007000C ACCESS MANHOLE NO. 7	1.00	EACH		× 18 000 ==
083	51.21A008000C ACCESS MANHOLE NO. 8	1.00	EACH	12 000 °	5 18 000 °€
084	51.21A009000C ACCESS MANHOLE NO. 9	1.00	EACH	18,000	≈ 18,000 ° •

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COL 1	COL 2 ¹	COL 6 ENGINEER'S ESTIMATE	PHCOL: 4	COL 5 UNIT PRIGE (IN FIGURES)	COL. 6 EXTENDED AMOUNT CIN FIGURES):
SEQ. NO	TEMINUMBER and DESCRIPTION	OF QUANTITY	UNIT		DOLLARS CTS
085	51.21A010000C ACCESS MANHOLE NO. 10	2.00	EACH		The second secon
		·		18,0000	36,000 00
086	51.21A011000C ACCESS MANHOLE NO. 11	1.00	EACH		
				18000	18.000
087	51.21A012000C ACCESS MANHOLE NO. 12	1.00	EACH		
				18 000	18.000
088	51.21S0A1000V STANDARD MANHOLE TYPE A-1	52.00	EACH		
			·	4000 00	208.000
089	51.21S0A2000V STANDARD MANHOLE TYPE A-2	5.00	EACH	7	
				2100 00	10,500 00
090	51.21S0A3000V STANDARD SHALLOW MANHOLE TYPE A-3	17.00	EACH	٧	
	STANDAND GHALLOW MANNIOLE TIPE A-S	·.		2400 00	40,800

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

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GOL A	COL 2 TEM NUMBER and DESCRIPTION # 1886	COL 3 "ENGINEER'S" "SESTIMATE OF QUANTITY	ODE CO	COLE UNIT PRICES (IN FIGURES) DOLLARS	200	COL 6 EXTENDED AMOUNT (IN FIGURESI) : A DOMARS	CIS.
091	51.21S0B1000V STANDARD MANHOLE TYPE B-1	11.00	EACH	1,700	οδ	18 700	25
092	51.21S0B2000V STANDARD MANHOLE TYPE B-2	3.00	EACH	2,100		6,300	ā
093	51.21S0C1036R STANDARD MANHOLE TYPE C-1 ON 36" R.C.P. SEWER	4.00	EACH	2/00	20-	8400	25
094	51.21S0C1042R STANDARD MANHOLE TYPE C-1 ON 42" R.C.P. SEWER	2.00	EACH	3100	00	6200	00
095	51.21S0C1048R STANDARD MANHOLE TYPE C-1 ON 48" R.C.P. SEWER	3.00	EACH	3300	00	9900	200
096	51.21S0C1054R STANDARD MANHOLE TYPE C-1 ON 54" R.C.P. SEWER	3.00	EACH	5,100	06	15,300	00

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COLA	COL. 2	COLS Engineer's Estimate	COL 4	GOL 5 UNIT PRICE (IN FIGURES)	CQL 6 EXTENDED AMOUNT (IN FIGURES)
SEQ: NO	ITEM NUMBER and DESCRIPTION:	OF QUANTITIY	UNIT	DOLLARS CT	S PA DOLLARS CTS
097	51.21S0E1030H STANDARD MANHOLE TYPE E-1 ON 30"W X 19"H H.E.R.C.P. SEWER	2.00	EACH	1900 00	3800
098	51.23RF REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	25.00	EACH	1.100 00	22500 00
099	51.31S00100V STANDARD DROP-PIPE MANHOLE TYPE I	1.00	EACH	10 000 =	12,000 00
100	51.41S001 STANDARD CATCH BASIN, TYPE 1	160.00	EACH	5,500 =	88000000
101	51.42S1SO INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	1.00	EACH	3500 00	3500 00
102	51.61F001 OUTFALL NO. 1	1.00	EACH	1,000,000	1,000,000

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

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COL::1	GOL 2	COL: 3 ENGINEER'S ESTIMATE ORGUNINITIY	COL 4	COLS UNITERICE (INTEGURES) DOLLARS CISI	EQU 6 EXTENDED AMOUNT: 5 (IN FIGURES) DOLLARS CTS
103	51.61F00 2 OUTFALL NO. 2	1.00	EACH	700000	7-2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
104	51.71B01002	16.00	EACH	150,000	750,000
	MODIFICATION OF EXISTING TYPE 2 CATCH BASIN TO TYPE 1			2,000 =	32,000
105	51.71C00000 MODIFICATION OF EXISTING CHAMBER	1.00	EACH	35,000 00	35000 0
106	51.71NW00X0 MODIFICATION OF EXISTING DOUBLE CATCH BASIN WITHOUT CURB PIECE TO DOUBLE CATCH BASIN WITH CURB PIECE	3.00	EACH	3500 =	10,500 =
107	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	5,320.00	L.F.	225 🕶	1.197000
108	52.21V08 8" E.S.V.P. RISER FOR HOUSE CONNECTION	425.00	V.F.	33 00	14,025

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COL 1. SEQ. NO	COL. 2 TEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4	(IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	i CTS
109	52.31V06S10	240.00	EACH				
	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER			190	∞	45,600	o र
110	52.41D06R	1,225.00	L.F.				
	6" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)			205	p.	251.125	25
111	52.41V06N	170.00	L.F.	75 E	20	12 750	00
	NEW 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE Unit price bid shall not be greater than: \$ 75.00				00	24.200	00 00
112	52.41V06R 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	3,250.00	L.F.		0)		<i>9</i> 8
				100		520,000	
113	53.11DR	21,240.00	L.F.				
	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS			3 '	īō	65844	مو
114	6.01 AC CLEARING AND GRUBBING	3,100.00	S.Y.				
				10	00	31,000	00

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SEQINO	COIDS ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OFFICIANTITY	EOL ()	COL 5 UNIT PRICE MIN FIGURES DOLLARS		PATEINDED AMOUNTS (26)
115	6.02 AAN UNCLASSIFIED EXCAVATION	11,800.00	C.Y.	50	<u> </u>	590,000 =
116	6.06 AB GRANITE BLOCK SIDEWALK (GROUTED JOINTS) (FURNISH BLOCK)	4,200.00	S.Y.	125		525,000 °T
117	6.23 BE FURNISH AND INSTALL FIRE DEPARTMENT MANHOLE TYPE "A" WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144 & #144E	1.00	EACH	4500	00	4500
118	6.23 RM REMOVE EXISTING F.D.N.Y. MANHOLE	1.00	EACH	600	oo	600 0
119	6.25 RS TEMPORARY SIGNS	4,200.00	S.F.		50	10,500 05
120	6.26 TIMBER CURB	22,000.00	L.F.	2	50	55,000 -

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COL 1	COL 2 TEM NUMBER and DESCRIPTION	COE 3 ENGINEER'S ESTIMATE OF QUANTITY	EGLAS Unite	COL 5 UNIT PRICE (IN EIGURES DOLLARS	** T300000000000000000000000000000000000	GOL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
121	6.28 AA LIGHTED TIMBER BARRICADES	7,300.00	L.F.	2	50	18 250 et
122	6.30 RE RELOCATE BEAM TYPE GUIDE RAIL	40.00	L.F.	100	00	4000 00
123	6.40 DC ENGINEER'S FIELD OFFICE WITH CONFERENCE ROOM	42.00	MONTH	7,500	متن	315000 00
124	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	22,000.00	L.F.	0	80	17600 ==
125	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	3,000.00	L.F.	0	50	1500 00
126	6.52 CG CROSSING GUARD	2,800.00	P/HR		0 5	42,000

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COL SEG: NO	COL 2 ITEM NUMBER and DESCRIPTION	COLS ENGINEERS: ESTIMATE OF QUANTITIY	COL 4	COL 5 "UNIT PRICE" (LIN FIGURES) DOLLARS		COL:6 EXTENDED AMOUNT MUNEIGURES) DOILLARS	 6. 1. -CIG
127	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	3,000.00	L.F.	0	50	1500	a 5
128	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	2,800.00	C.Y.	45	<u>0</u> 0	126,000	ã
129	6.68 PLASTIC FILTER FABRIC	124,000.00	S.Y.		6 0	124,000	st
130	6.84 B LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 7,500.00	1.00	F.S.	7,500	00	7,500	00
131	6.87 PLASTIC BARRELS	5,500.00	EACH	3	-	16,500	مة

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COL≗1 SEQ.NO	COL 2 TEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	GOL 4 Unit	COL 55 UNIT PRICE (IN FIGURES) DOLLARS CTS	COLS 8 EXTENDED AMOUNT (INFIGURES) DOLLARS CTS
132	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	4,500.00	L.F.	2 50	11,250 00
133	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.	12000 00	12,000 00
134	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	700.00	L.F.	45 00	31500 05
135	60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	12,390.00	L.F.	65	805350
136	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	2, 025.00	L.F.	110 00	222750 00
137	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	950.00	L.F.	100 00	95,000 00

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COL 1	COL. 2 TIEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S RESTIMATE OF QUANTITY	COL 4	GOLES UNITERIGE MANEIGURES) DOLLARS	EXPLANATION	COLLID EXTENDEDAMOUNTS (INFIGURES) DOBLARS	CIS
138	60.12D08 LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	13,000.00	L.F.			>	
	DATING SHACIT DOCTICE INCAVITE AND INTINGS			175	00	2275000	00
139	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	2,200.00	L.F.	e esta e T			
	EATING 12-INCH DOCTILE INON FIFE AND FITTINGS			200	00	440 000	00
140	60.13M0A24	12.00	TONS	·		<i>)</i>	
	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24 -INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS			6700	00	80 400	حمد
141	61.11DMM06	53.00	EACH	•			
	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS						
				1200	•	63,600	٥٥
142	61.11DMM08	33.00	EACH				
	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS			1800		59,400	05

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COL.1	COL-2	COL 3 ENGINEER'S ESTIMATE	COL 4	COL 5 UNIT PRICE (IN FIGURES)	COL 6 EXTENDED AMOUNT S (IN FIGURES)
SEQ. NO	THEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS CTS	DOLLARS CTS
143	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	5.00	EACH	3600 00	18000 00
144	61.11TWC08 FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1800 00	1800
145	61.11TWC12 FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	4.000 00	4000 00
146	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	, 53.00 	EACH	500 ==	26.500 =
147	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	33.00	EACH	600 0	19800 00
148	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	5.00	EACH	1,000 00	5,000 %

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COL: 1	COE'2 WE WE WILLIAM TO THE STREET AND THE STREET A	COLS ENGINEER'S H ESTIMATE : OF QUANTITY	90L4	©OL 5 DOLLARS	CTS	COL. 6 PETENDED AMOUNT (COL. 6 PETENDED AMOUNT) COUNTEIGURES (COL. 10 PETENDED AMOUNT)	3. 4. 3. 4. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3
149	61.12TWC08 SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	700	00	700 5	•
150	61.12TWC12 SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1,000	<u>.</u>	1,000	5
151	62.11SD FURNISHING AND DELIVERING HYDRANTS	53.00	EACH	3300	5 0	174900	7
152	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	53.00	EACH	3500	<u> </u>	185500	3
153	62.13RH REMOVING HYDRANTS	43.00	EACH	250	<u>0</u> 0	10,750	
154	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	116.00	EACH	200	00	23,200	•

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COL 1	COL 2 ITEM NUMBER and DESCRIPTION	COLES ENGINEERS ESTIMATE OF QUANTITY	COL.4	COL-5 UNIF RRICE (AN FIGURES DOLLARS) "	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	· cts	
155	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	40.00	TONS	1200	05	48 000	05	
156	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	200.00	EACH	350	10	70,000 108500	5 5	9
157	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	310.00	EACH	325	o o	100,750	₹ 00	(G)
158	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	15.00	L.F.	125	lo	1,875	8 18	EK)
159	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	100.00	L.F.	125	50	12,500	99	
160	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	15.00	L.F.	185	∞	1875		

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COL 1.	COL-2 TEM NUMBER and DESCRIPTION	COLS RENGINEERS CSTIWATE OFSELJANHEN	COL 4	COL 5. ***UNIT BRICE (IN HIGURES) DOJE ARS		EXTENIDED AMOUNT LE (INFRIGURES) DOLLARS CTS
161	64.12ESLT	1,000.00	L.F.			
	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)			125	50	125,000
162	64.13WC08	1.00	EACH			
	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS			2500	8	2,500 =
163	64.13WC12	1.00	EACH			
÷ , .	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS			3100	مة.	3/00
164	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	1,000.00	LBS.		00	10000
		7.500.00	1 -			1,000
165	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE	7,580.00	L.F.		1	
	Unit price bid shall not be less than: \$ 0.50			0	80	3,790 00
166	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC	111,800.00	S.F.		1	
	Unit price bid shall not be less than: \$ 0.10			0	10	11,180 00

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COL.1	COM 2007 A COM A COMPANY AND A	COLIS COLIS CENGINEERIS ESTIMATE	COLS4	COL 5 UNIT PRICE TO TUNIT PRICES)	COL 6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT :	** DOLLARS CTS	***DOLEARS CTS
167	65.71SG	380.00	C.Y.		
	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING				
	OGNEENED BROKEN GTONE DEDDING			30 05	11,400 00
168	7.12 A	20.00	EACH		
	PROCTOR ANALYSIS			t e e e e e e e e e e e e e e e e e e e	
				250	5000
169	7.12 B	20.00	EACH		
	IN-PLACE SOIL DENSITY TEST				
·				250 00	50000
170	7.13 B	36.00	MONTH	:	
	MAINTENANCE OF SITE		•		
	Unit price bid shall not be less than: \$ 7,500.00			750000	270,000
171	7.36	18,000.00	L.F.		
	PEDESTRIAN STEEL BARRICADES				
				1 50	22,000 05
172	7.55	450.00	L.F.		
	NEW PIPE RAILINGS	н.	<u> </u>		
				250	112500 00

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COL 1	COL. 2 ATTEMINUMBER and DESCRIPTION.	COLES RENGINEER'S RESTIMATE OF QUANTIETY	COL A: UNIT	GOL 5 UNITERIGE CONTRIGUES DOLLARS	7	COLIB EXTENDED AMOUNT (IN HIGHRES) DOLLARS 2018
173	7.88 AA	1.00	L.S.	,	•	
	RODENT INFESTATION SURVEY AND MONITORING		*			A STATE OF THE STA
	Unit price bid shall not be less than: \$ 23,750.00			23750	940	23,750 00
174	7.88 AB	3,640.00	EACH			
	RODENT BAIT STATIONS		•			₹ t.
	Unit price bid shall not be less than: \$ 60.00			60	00	218 400 00
175	7.88 AC	3,640.00	EACH			<i></i>
	BAITING OF RODENT BAIT STATIONS					A Section 1997
	Unit price bid shall not be less than: \$ 10.00			10	کو	36400 00
176	7.88 AD	1,110.00	BLOCK		!	<i>J'</i>
	WATERBUG BAIT APPLICATIONS				:	
	Unit price bid shall not be less than: \$ 65.00			65	مَن	72150 00
177	70.11TU	1,320.00	V.F.		1	7
	TIMBER PILES (UNTREATED)		w *			
	Unit price bid shall not be less than: \$ 15.00			15	نبو	19800 00
178	70.12AN	43,000.00	V.F.			7
	CONTINUOUS FLIGHT AUGER (CFA) PILES			1	00	
				10	:	3010 000 00

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COL 1	E , COE.2	COL 3 ENGINEER'S ESTIMATE	** COL 4**			EXTENDED AMOUNT (IN FIGURES)
179	70.12AT CONTINUOUS FLIGHT AUGER (CFA) PILES, LOAD TEST	OF QUANTITIY	EACH	48500	-	DOLLARS CTS
180	70.13MN MINI-PILES (GROUTED)	2,000.00	V.F.		00	226,000 00
181	70.13MT MINI-PILES, LOAD TEST	2.00	EACH	55 000	5 5	110,000
182	70.21DK DECKING	4,000.00	S.Y.		8	140,000 05
183	70.31FN FENCING Unit price bid shall not be less than: \$ 2.00	76,400.00	L.F.	2	ø ∑	151 RNO 00
184	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	15.00	C.Y.	75	≈	1,125

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SEQ.NO	COL 2 TEM NUMBER and DESCRIPTION	GOL 3 MENGINEER'S MESTIMA E OPGUANITITY	COL 4	COLES VI UNIT PRICE VIOLENTE SUPERIORES DOLLARS		COL.6 EXTENDED AMOUNT (INFIGURES) FOLEARS	<u>ा</u> ड
185	70.61RE	15.00	C.Y.				
	ROCK EXCAVATION						
		٠.		1,000	6 <u>0</u>	15,000	<u>~~</u>
186	70.71SB	3,800.00	C.Y.				
	STONE BALLAST			:			
	Unit price bid shall not be less than: \$ 15.00			15	90	57,000	00
187	70.81CB	1,560.00	C.Y.	4	4.5		
	CLEAN BACKFILL						
	Unit price bid shall not be less than: \$ 15.00			15	οē	23 400	00
188	70.91SW12	17,000.00	S.F.				
	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS		. "7	24 1, 1			
				0	50	8500	•रु
189	72.11HF	50.00	C.Y.				
	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS						· [
				125	0 5	6250	نهخ ه
190	73.11AB	35.00	C.Y.		1		
	ADDITIONAL BRICK MASONRY				50		ا ہر
	Unit price bid shall not be less than: \$ 62.50			62		2187	50

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COPA	COL 24	COLSNA ENGINEER'S ESTIMATE	COL 484	UNITERRICE (IN FIGURES.)	145	COL 6 EXTENDED AMOUNT (UN FIGURES)		
191	73.21AC ADDITIONAL CONCRETE	325.00	C.Y.	DOLLARS &		DOLLARS		
	Unit price bid shall not be less than: \$ 62.50			62	50	20,312	50	
192	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	4,350.00	C.Y.	20	5 0	87,000	ळ	A/17
193	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	500.00	C.Y.		50	7,500	90	3/3
194	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	46,200.00	LBS.		øŌ	46,200	50	
195	76.11CR CONSTRUCTION REPORT	1.00	L.S.	100,000	50	100 000	4.	
196	76.21MR MONITORING AND POST-CONSTRUCTION REPORT	1.00	L.S.	100,000	ão.	100,000	64	

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COL. 1	COLEZ TEM NUMBER and OESCRIPTION	COL 3 ENGINEERS ESTIMATE OFQUANTITY	COL 4	COLSS UNITAPRIGE ECIN FIGURES DOUBARS	COLUMN CO
197	8.01 C1	8,000.00	TONS		
	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL			60	5 480,000 00
198	8.01 C2	16.00	SETS	,	
	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES		•	1000	0 10 000 00
				1800	18,000
199	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	1.00	TONS		
	PANDLING, TRANSFORTING AND DISTOCRACIO TIPERINDOCCOCIO			400	400 -
200	8.01 S HEALTH AND SAFETY	1.00	L.S.	ν,	
				10,000	0,000
201	8.01 W1	21.00	DAY		
	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER			1,000	21,000 00
202	8.01 W2 SAMPLING AND TESTING OF WATER	3.00	SETS		
				500	1500

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CONTRACT PIN: 8502015SE0014C

COLSI SEQ NO	COL: 2	COL 3 ENGINEER'S ESTIMATE OF QUANTITIY	GOL:A	COLIS UNITIPRICE (INFIGURES DOLLARS) 1	COL: 6 EXTENDED AMOUNT (IN FIGURES)**: DOLLARS CTS
203	8.02 A	1,500.00	S.F.		:	
	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK			10	<i>ø</i> ठ	15,000 00
204	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	500.00	L.F.		:	
	SPECIAL CARE EXCAVATION AND RESTORATION FOR CORB WORK			15	00	7,500 00
205	8.08 VARIABLE MESSAGE BOARD	2.00	EACH		! : :	
	VARIABLE MESSAGE BOARD			20,000	50	40,000 05
206	9.04 HW	1.00	F.S.	15,000	00	15,000 00
	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 15,000.00					
207	9.99 M FLASHING ARROW BOARD	6.00	MONTH	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
				3,000	6e)	18,000

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

COL 1	COL 2 TIEM NUMBER and DESCRIPTION	COLES ENGINEER'S DESTIMATE GROUANTITY	gels4 UNIT-7	COLIS UNINTER(CEST) SUN PICTUREST) DOBEARS:	CTS	POL 6 EXTENDED AMOUNT (INFIGURES) DOLLARS ET	IS.
208	BMP-7.308	204.00	C.Y.				
·	FILL			50	-	10,200 =	_
209	BMP-7.310-A4	18.00	HRS				
	PLANT SALVAGE			\$ 1	-		_
				400	00	7200	
210	BMP-7.312-C	204.00	C.Y.			/	
	NON-HAZARDOUS MATERIAL REMOVAL				<u>.</u>		_
				50		10,200	_
211	BMP-7.404-A RESTORATION SPECIALIST	80.00	HRS				
	NESTONATION SI ECIALIOT			150	ão	12,000 00	-
212	BMP-7.404-B	100.00	DAY				
	EROSION AND SEDIMENT CONTROL LICENSED/CERTIFIED PROFESSIONAL			500	هو	50,000 5	-
213	BMP-7.407-B EROSION CONTROL MAT - CURLED WOOD OR COCONUT FIBER	10,700.00	S.F.				
				2	<i>5</i> 0	21,400	_

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

COL: 11 SEQ. NO.	COL 2 ITEM: NUMBER and DESCRIPTION	COLLS ENGINEER'S ESTIMATE OF QUANTITY	SCOL 4	60L5 EUNITPRICE (IN FIGURES TO DOLLARS CT	EXTENDED AMOUNT: (IN FIGURES) DOLLARS : CTS
214	BMP-7.417 DEBRIS EXCLUSION FENCE	255.00	L.F.	35 00	8925 00
215	BMP-7.502 CONSTRUCTION LIMIT FENCE	125.00	L.F.	18 00	
216	BMP-7.504A SILT FENCE	719.00	L.F.	15 00	10,785
217	BMP-7.509-A STABILIZED CONSTRUCTION ENTRANCE	1.00	EACH	7000	7,000 0
218	BMP-7.510 PORTABLE SEDIMENT TANK	2.00	EACH	5,000 00	
219	BMP-7.516 TURBIDITY CURTAIN	425.00	L.F.	200 00	85,000 50

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

COL 1	COL: 2	OCOLES MENCINIERES ESTIMATE OF QUANTITIES	Unit in the second seco	COL 5 (e EIN) PRICE (IN) FIGURES) DOLLARS	COLIG EXTENDED AMOUNT SE AN PIGÜRES SE SEPONARS SESSE
220	T-1.1 INSTALL TYPE "S" OR "T" FOUNDATION	2.00	EACH	2150 =	4300 00
221	T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	2.00	EACH	1,000 =	2,000
222	T-1.2 INSTALL TYPE "F-1" FOUNDATION	2.00	EACH	2150	4300
223	T-1.20 REMOVE TYPE "M" SERIES FOUNDATION	2.00	EACH	1.000	2000
224	T-1.21 REMOVE TYPE "F-1" FOUNDATION	2.00	EACH	1,000 °	2.000
225	T-1.3 INSTALL TYPE "M2-5S" FOUNDATION	2.00	EACH	2,500	5,000

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

GOEST.	COL 2	GOL. 3 LENGINEER'S A ESTIMATE OF QUANTITIV	¢∜ GOL 4 UNIT	COLIS UNITERIGE (IN FIGURES)	COLTS EXTENDED AMOUNTS (INTEGERES) DOLLARS - CTS
226	T-2.1 INSTALL TYPE "S-1" OR "T-1" SERIES POST	2.00	EACH	850 ot	
227	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	3.00	EACH	2000 00	6,000
228	T-2.2 INSTALL TYPE "S-14" POST	2.00	EACH	1500 00	3000
229	T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST	2.00	EACH	700 00	1400
230	T-2.23 REMOVE TYPE "S-10", "T-10" OR "S-14" SERIES POST	2.00	EACH	500 00	6,000
231	T-2.24 REMOVE TYPE "M" SERIES POST	2.00	EACH	9,500 -	5,000 =

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

GOL 1 SEQ. NO	COL 2 TEM NUMBER and DESCRIBITION	COLS ENGINEER'S ESTIMATE OF QUANTITY	COLA	COLIS LINE PRICE (IN SIGURES) DOLLARS CIS	(SOLS) EXTENDED AMOUNT WAS UNFIGURES) EXPLIANS CTS
2 3 2	T-2.28 REMOVE MAST ARM FROM ANY POST	1.00	EACH		
		*		540 00	540
233	T-2.4 INSTALL TYPE "M-2" POST	2.00	EACH		
				25000	5000-
234	T-20000 FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	2.00	EACH	, ar	
				700 00	1400 -5
235	T-20020 a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	6.00	EACH	// 00	96 5
236	T-20021 b) FURNISH 1" ANCHOR BOLT ASSEMBLIES FOR F-1 (EACH) (4 REQUIRED PER POST)	8.00	EACH	23 00	184 00
237	T-20160 FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	2.00	EACH	3,700 00	7,400

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

COL.1 -	COL 2	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 48	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
238	T-20184 a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	2.00	EACH	540 ō	1080 0
239	T-20220 c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	8.00	EACH	50 o	400
240	T-20640 FURNISH ALUMINUM TRAFFIC SIGNAL POST TYPE "S-14"	2.00	EACH	900 -	1800
241	T-3.1 INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	10.00 10.00 Apod 9	EACH	390 00	3 900 00
242	T-3.18 REMOVE SIGNAL HEAD FROM ANY TYPE POST	6.00	EACH	390 =	2340 00
243	T-3.2 INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	2.00	EACH	650	1,300 05

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

COL 1	COL. 2 W/ S FIEM NUMBER and DESCRIPTION S	COL 3 ENGINEERS ESUMATE OF CIGANTITY	©GL 45 °S	COL:54 CUNIT PRICES SPIN FIGURES DOMMARS	IS.	COL 6 EXTENDED AMOUNTS (IN PIGURES) DOMLARS CESS
244	T-3.21 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	8.00	EACH	390 •	0	3,120 =
245	T-3.6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	12.00	EACH	350	-	4200 00
246	T-30013L FURNISH ADJST 3 SCTN 1-WAY TRAFFIC SIGNAL, 8" - W/LED LENS	4.00	EACH	275 =	0	1,100 00
247	T-31175 b) "2SPA"	2.00	EACH	300	942 942	600
248	T-31200 e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	2.00	EACH	80°	0	160 00
249	T-31210 h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	8.00	EACH	45	10	360

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

PROJECT ID: SE798

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COL.1 SEC: NO	COL-2 TEM NUMBER and DESCRIPTION	GOL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNT	COL.5 UNIT PRICE (IN FIGURES) DOLLARS CETS	
250	T-31225 c) "3MS"	2.00	EACH	275=	550 =
251	T-31351 g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	6.00	EACH	250 =	1500 -
252	T-31500AL FURNISH 12" LENS & SIGNAL SECTION (LED AMBER ARROWS)	4.00	EACH	350=	1400
253	T-31500GL FURNISH 12" LENS & SIGNAL SECTION (LED GREEN ARROWS)	4.00	EACH	200 00	800 00
254	T-31500L FURNISH ADJST 3 SCTN 1-WAY TRAFFIC SIGNALS 12" - W/LED LENS	8.00	EACH	460 00	3680 00
255	T-33001-L FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	12.00	EACH	450 -	5400 05

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

PROJECT ID: SE798

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COL:1 SEC:NO	COL 2 TEM NUMBER and DESCRIPTION	COLISTE TENGINEER'S ESTIMATE OF QUANTITIY	GOL 4 .	COL-5 UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT SUN FIGURES:) TS: DOLLARS: CTS
256	T-4.22	1.00	EACH		
	INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE			35000	3500 =
257	T-4.8	1.00	EACH		
	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT			1200	5 1200 00
258	T-5.1	250.00	L.F.	'/	
	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY			75	18750 05
259	T-5.16 FURNISH AND INSTALL 1-1/2" RIGID CONDUIT ON A POST	10.00	L.F.	Inno	
	·			1000	1,000
260	T-5.2	50.00	L.F.		
	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY			75	3,750
261	T-5.32	50.00	L.F.		
	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)			38	5 1900

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

PROJECT ID: SE798

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COL 1	COLVA SI ITEM NUMBER and DESCRIPTION.	COLS SENGINEER'S SESTIMATE A OFFICIANTITY	GOL.4- UNIT	GOL 5 UNITERICE (IN EIGURES DOLLARS)	COL 6 EXTENDED AMOUNT:(IN FIGURES) DOLLARS CTS
262	T-5.36 REMOVE CONDUIT FROM POST	20.00	L.F.	45	••	900 00
263	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	200.00	L.F.	9	5	1800 05
264	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	800 200.0 App 19	L.F.	9	β	7200 00
265	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	800.00	L.F.	16	øō	12,800 00
266	T-60000B FURNISH 2 c # 10B (SEE SPEC) (BREAKDOWN ≈ 2#10 WITH 3RD WIRE FOR GROUNDING).	800.00	L.F.	2	00	1600 00
267	T-60040 c) 7 CONDUCTOR, 14 A.W.G.	500.00	L.F.	3	ø₽.	1500

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

PROJECT ID: SE798

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COL 1 SEG!NO	ITEM NUMBER and DESCRIPTION	COLEST MASS ENGINEEPS A ESTIMATE OFICUANTITY	COL 4	COL 5: AND PRICES EMINIFICATION DOLLARS COL	FOREST STENDED AMOUNTS SECTION OF STENDED AMOUNTS SECTION OF SEC
268	T-60190	1,000.00	L.F.		
	e) 13 CONDUCTOR, 14 A.W.G.			3 50	3500 00
269	T-7.47	2.00	EACH		
	REMOVE JUNCTION BOX			600 0	1200 00
270	T-7.50 REMOVE (1812) HAND BOX OR PULL BOX IN PAVED SIDEWALK	2.00	EACH	600 00	1200 00
271	T-8.8	2.00	EACH		/
	INSTALL CONCRETE PYLON	•	·	2000 0	4,000 00
272	T-8.9 REMOVE CONCRETE PYLON	2.00	EACH	1200 00	2400 00
273	T-81000 FURNISH CONCRETE PYLON	2.00	EACH	(n)0 0	11/100 ==

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

COL 1 SEQ NO	COL 2 ITEM NUMBER and DESCRIPTION	COLS ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL:5 UNITERICE CINERISES DOLLARS) .	EXTENDED AMOUNT (IN FIGURES).	• CTS
274	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	, 21.00	EACH	1040	00	21840	o5
275	UTL-6.01.2 GAS MAIN CROSSING SEWER 30" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,770.00	4.00	EACH	1770	5	7090	••
276	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	1.00	EACH	2040	05	2040	05
277	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	-	4 240	00
2 78	UTL-6.01.5E GAS MAIN CROSSING 5'-0"W X 4'-0"H FLAT TOP REINFORCED CONCRETE STORM SEWER (S6.01) Unit price bid shall not be less than: \$ 2,450.00	2.00	EACH	2 450	5	4,900	are.
279	UTL-6.01.7X GAS MAIN CROSSING 6'-6"W X 4'-6"H FLAT TOP REINFORCED CONCRETE STORM SEWER (S6.01) Unit price bid shall not be less than: \$ 2,740.00	2.00	EACH	2740	00	5480	00

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

PROJECT ID: SE798

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COL 1	COL 2 TIEM NUMBER AND DESCRIPTION	COL3 ENGINEERS ESTIMATES GROUNTPHY	COL 4	(PO)LIS DANTEPRIOE GIN PIEURES DOLLARS	2017 C.	"COL BUR 7 EXTENDED AMOUNT (IN FIGURES) GOOLVARS	OISE
280	UTL-6.01.8 GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	253.00	EACH	465	س	117,645	₹
281	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	22.00	EACH	485	10	10,670	00
282	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	17.00	EACH	715	00	12155	5
283	UTL-6.03 REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03) Unit price bid shall not be less than: \$15.00	14,200.00	L.F.	15	50	213,000	00
284	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	5,000.00	L.F.	25	õe	125000	05
285	UTL-6.04 ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$ 35.00	40.00	EACH	35	00	1400	00 80

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

PROJECT ID: SE798

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COL I	COL 2 ITEM NUMBER and DESCRIPTION	GOL 3 ENGINEER'S ESTIMATE OF QUANTITY	COM 4	COL 5 PUNIT PRICE (IN FIGURES) DOLLARS CTS	COLIGE EXTENDED AMOUNT (INFIGURES) DOLLARS CTS
286	UTL-6.05 ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05) Unit price bid shall not be less than: \$65.00	70.00	EACH	65 =	4550 00
287	UTL-6.06 SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	2,000.00	C.Y.	18000	360000000
288	UTL-6.07 TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	100.00	C.Y.	100 00	10.000
289	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

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

PROJECT ID: SE798

CONTRACT PIN: 8502015SE0014C

BID SCHEDULE FORM

SOL2	COL4: ENGINEERS:	COL: 5/C GOL: 6 EXTENDED AMOUNT (IN EQUIRES) (IN EQUIRES)
SEQ, NO THE MINUMBER AND DESCRIPTION A	OF QUANTITY LUNIT	DOLLARS CIS DOLLARS DOLLARS

SUB-TOTAL:

38,355,909.00 MOC 28,363,359.00 3/31/

290	6.39 A	1.00	L.S.	
	MOBILIZATION			
	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			1,470,000 00

TOTAL BID PRICE: \$ 39,833,359.

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.

39,825,909.00 Mtc 3/31/15

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: SE798

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN;
ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN
WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE;
TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN
BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE;
LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN
HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND
TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN
HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE;
POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND
HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN
WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE;
DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN
BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN
AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN
AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN
AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND

Name of Bidder: JRCRUZ Corp.
Date of Bid Opening: March 3, 2015
Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation (x) Place of Business of Bidder: 675 Line Road, Aberdeen, NJ 07747
Bidder's Telephone Number: 732-290-0700 Fax Number: 732-290-8960
Bidder's E-Mail Address: engineering@jrcruz.com
Residence of Bidder (If Individual):
If Bidder is a Partnership, fill in the following blanks:
Names of Partners Residence of Partners
If Bidder is a Corporation, fill in the following blanks:
Organized under the laws of the State of New York
Name and Home Address of President: Evaristo Cruz, Jr.
74 Hickory Lane, Lincroft, NJ 07738
Name and Home Address of Secretary: Matthew J. Cruz
74 Hickory Lane, Lincroft, NJ 07738
Name and Home Address of Treasurer: Same as president
CITY OF NEW YORK

DECEMBER 2013

DEPARTMENT OF DESIGN AND CONSTRUCTION

The above-named Bidder affirms and declares:

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

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

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

BID FORM

PROJECT ID: SE798

TOTAL BID PRICE:	In the space provided below, the Bidder shall indicate its T	Total Bid Price in
figures. Such Total Bio	d Price is set forth on the final page of the Bid Schedule.	
		3/31/

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

\$ 3.9.833359.

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: JRCRUZ Corp.

Evaristo Cruz, Jr., President (Signature of Partner or corporate officer)

Attest:

Matthew J. Cruz

Secretary of Corporate Bidder

(Corporate Seal)

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL STATE OF NEW YORK, COUNTY OF_ being duly sworn says: I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true. (Signature of the person who signed the Bid) Subscribed and sworn to before me this day of ______, Notary Public AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP STATE OF NEW YORK, COUNTY OF being duly sworn says: the firm described in and which executed the foregoing I am a member of bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true. (Signature of Partner who signed the Bid) Subscribed and sworn to before me this Notary Public AFFIDAVIT WHERE BIDDER IS A CORPORATION JERSEY MONMOUTH STATE OF NEW YXXX, COUNTY OF Evaristo Cruz, Jr. being duly sworn says: of the above named corporation whose name is subscribed to and which President executed the foregoing bid. I reside at 74 Hickory Lane, (Lincroft /NJ, I have knowledge of the several matters therein stated, and they are in all respects the-(Signature of Partner who signed the Bid) Subscribed and sworn to defore me this 2015 **ROSIE CATAO** ID # 2221271 NOTARY PUBLIC Notary Public STATE OF NEW JERSEY My Commission Expires Jan. 22, 2019

BID BOOKLET

DECEMBER 2013

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

AFFIRMATION

PROJECT ID: <u>SE-798</u>

		contracts exce					
(If no	ne, the b	idder shall inse	ort the word "I	None" in the space prov	rided above.)		
		Bidder: JR(······································				
Addre City		<u>875 Line Roa</u> rdeen	ad State	New Jersey	Zip Code	07747	
• -				ROPRIATE NUMBER	:		
/	A -		Sole Propriet				
<u>/_</u> /	В-			or other unincorporate ATION NUMBER	d organization		
<u>/ x</u> /	C-	Corporation EMPLOXER	RIDENTIFICA	ATION NUMBER			
By:		IA.)			. 1	
	Sign	nature	-				
		to Cruz, Jr.,					

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, JRCruz Corp.
hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of
(\$), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for
Project ID: SE798, Pin: 8502015SE0014C, Construction of Storm and Sanitary Sewers and Appurtenances in Armstrong
Avenue, etc., Borough of Staten Island, 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 the time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

(Seal)

JRCruz Corp. (L.S.)

By:

Evaristo Cruz, Jr., P.E., President

(Seal)

Liberty Mutual Insurance Company

Surety

, X

Lisa Nosal, Atty-In-Fact

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

,	Marri Janaa			
State of _	New Jerse	County of	Monmouth	ss:
On this	3rd	day of <u>March</u>		, before me personally came
Evaris	to Cruz, Jr.	to	me known, who,	being by me duly sworn, did depose and say
that he res	sides at	74 Hickory Lane	e, Lincroft, NJ	being by me duly sworn, did depose and say
that he is	the Pres	sident	of	JRCRUZ Corp.
the corpor	ration describe	ed in and which exe	cuted the foregoin	JRCRUZ Corp. g instrument that he knows the seal of said
corporatio	on; that one of	the seals affixed to	said instrument is	such seal; that it was so affixed by order of
the direct	ors of said cor	poration, and that h	e signed his name	thereto by like order.
	•	•	Ü	
				Kombo
	•			Notary PubloSIE CATAO
		•		ID # 2221271
				NOTARY PUBLIC
	٨٥	PNIOWI BIYGMBN	דר רוב מם ואזריום א	STATE OF NEW JERSEY L, IF A PAR TNERSHITTS sion Expires Jan. 22, 201
	AC	KINOWEEDOWEN	TOFFRINCIPA	L. H. A.I AIC IMPROBINITIES OF EXPIRES
State of		Country of		· · · · · · · · · · · · · · · · · · ·
On this		County of		hefore me personally appeared
On uns _		day or	ma lenoven and le	ss:
firm of			A DIES HWOILS DIE C	writed in and who executed the foregoing
instrumen	t and ha sal-		t he arranted the	scribed in and who executed the foregoing same as and for the act and deed of said
firm.	u, and ne ackn	owledged to me ula	i ne executed me	same as and for the act and deed of said
111111.				
•				
		•		N. J D. 11'.
				Notary Public
	<u>AC</u>	<u>KNOWLEDGMEN</u>	T OF PRINCIPA	L, IF AN INDIVIDUAL
		•	•	
State of _		County of		ss:, before me personally appeared mown to me to be the person described in
On this _		day of		, before me personally appeared
		t	o me known and l	mown to me to be the person described in
and who e	executed the fo	oregoing instrument	and acknowledge	mown to me to be the person described in did that he executed the same.
		•		
				Notary Public
				· * .
	AFFI	X ACKNOWLEDGN	MENTS AND JUST	IFICATION OF SURETIES
				•
	4			

(NO TEXT ON THIS PAGE)

ACKNOWLEDGEMENT OF SURETY

State of New Jersey] |-s County of Passaic]

On 03/03/2015, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she 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 Resolutions thereof.

My Commission expires:

Notary Public

STEPHANIE F. FOY

NOTARY PUBLIC

STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 27, 2018

THE HAMIN

The state of the s

Certificate No. 6744014

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 Onio Casualty Insurance Company are corporations duty	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 An	nerican 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, do	oes hereby name, constitute
and appoint,	
그 하는데 요요 하는 것은 어느 아침을 받는 사람들이 가득되지 않는데 가장 하는 이 속 보다 가고요? 그 어느 바다를 하는데 되었다.	

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of Totowa , state of NJ 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 2014 thereto this 17th _day of <u>October</u>



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

idual value quarantees

or credit,

loan, letter

note,

Not valid for mortgage,

rate

rate, interest

currency

On this 17th day of October 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.

Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County

My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

Teresa Pastella , Notary Public

David M. Carev. Assistant Secretary

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

This Power of Attorney is made and executed pursuant o 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-infact 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.

March IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd ____ day of _









Gregory W. Davenport, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2013

Assets	Liabilities
Cash and Bank Deposits	Unearned Premiums
*Bonds — U.S Government	Reserve for Claims and Claims Expense 17,305,063,560
*Other Bonds	Funds Held Under Reinsurance Treaties 212,659,311
	Reserve for Dividends to Policyholders
*Stocks	Additional Statutory Reserve
Real Estate	Reserve for Commissions, Taxes and
Agents' Balances or Uncollected Premiums 4,781,042,931	Other Liabilities
Accrued Interest and Rents	Total\$29,349,412,770
Other Admitted Assets	Special Surplus Funds \$55,686,852
	Capital Stock11,250,000
	Paid in Surplus
	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>



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.

Assistant Secretary

TAMiholajewski.

^{*} 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.

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

<u>M/WBE Program Requirements</u>: 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.

<u>Waiver</u>: 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.

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

<u>PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD</u> AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

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

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

- 2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.
- 3. If Participation Goals have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant Participation Goal, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

- A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.
- 4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE Participation Goals, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.
- (ii) Participation Goals on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If Participation Goals have been established on a Task Order, a contractor shall be required to submit a Schedule B M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the Participation Goals as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO

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

- 5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.
- 6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).
- 7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.
- 8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.
- 9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

- 10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.
- (b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.
- (c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.
- (d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.
- 11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:
- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

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

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

- (b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE** Utilization Plan would be awarded to subcontractors.
- 12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an M/WBE Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the Participation Goals, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.
- 13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.
- 14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

- 1. The Contractor shall take notice that, if this solicitation requires the establishment of an M/WBE Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the M/WBE Utilization Plan.
- 2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
- 3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
- 4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

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

ARTICLE II. ENFORCEMENT

- 1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
- 2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any M/WBE Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
- 3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any M/WBE Utilization Plan, Agency may determine that one of the following actions should be taken:
- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.
- 4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its Participation Goals contained in its M/WBE Utilization Plan or the Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the Participation Goals and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

- 5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.
- 6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.
- 7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

Tax	ID	#: 22-37379	96

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

Part I to be completed by contracting agency

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ADT C	
APT E-	,
PIN#:	000400000
PIN #:	85015B0070
	000100010

Contract Overview					
APT E- Pin #	85015B0070	FMSP	roject ID#:	SE-	798
Project Title/ Agency PIN #	CONSTRUCTION OF STORM APPURTENANCES/8502015SE		ARY SEWERS A	ND	
Bid/Proposal Response Date	MARCH 3, 2015	arch	18.2	015	Gelel:#8
Contracting Agency	Department of Design and Co	nstruction			
Agency Address	30-30 Thomson Avenue City	Long Islan	d City State	NY Zip C	ode <u>11101</u>
Contact Person	Monika Beci	Title	MWBE Liaiso	n & Complia	nce Analyst
Telephone#	(718) 391- 1128	Email	BeciMo@ddc.	nyc.gov	
Project Description (em	ach additional pages if necessary)				

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN:

ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON
STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST
AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND
TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN
BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN
HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN
BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET
AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND
OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON
DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

MWBE Participation Goals for Services

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

Prime Contract Industry: Construction

Percentage ·		
10%		
UNSPECIFIED*		•
UNSPECIFIED*		
UNSPECIFIED*		
UNSPECIFIED*		
10%	Line 1	
	UNSPECIFIED* UNSPECIFIED* UNSPECIFIED* UNSPECIFIED*	UNSPECIFIED* UNSPECIFIED* UNSPECIFIED* UNSPECIFIED*

*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 #: 2-337	3796	· ·		APT E- PIN#:	•	85015B0070
Part II to be complete Please note: For entire contract, yo submitting it to the granted, it must be bid or proposal.	u must obtain a FULL ve contracting agency p	oser. ntractors who will Newaiver by completing ursuant to the Notice or proposal and you	the to	subcontract any service Waiver Application on Prospective Contractor not have to complete c	page: s. Or	s 17 and 18 and timely
Tax ID #	22-3373796			FMS Vendor ID#	000	2175332
Business Name	JRCRUZ C	Corp.		-		aristo Cruz, Jr.
Address	675 Line Road, A	Aberdeen, NJ 077	47	-		
Telephone #	732-290-0700	Email _	е	cruz@jrcruz.com		
Section II: M/WBE	Utilization Goal Calcul	lation: Check the app ENCY M/WBE PAR	lica TIC	ble box and complete so	ibsec	tion.
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Please review the No Contractors for more obtain credit for M/W	Information on how to					\$

Section III: M/WBE Utilization Plane review the Notice to Prospective participation. Check applicable	Contractors for more	information on how	to obtain credit fo	or M/WBE
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least the amount located on Lines	2 or 3 above, as applical	ole.	•	, s · · ·
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✓ Scopes of Subcontract Work				
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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 Participa	tion Goals as described in bid/solicitation doc	uments	tja Turk
%	Agency M/WBE Participation Goal	en e	
Proposed M/WBE Pa	rticipation Goal as anticipated by vendor seekin	g waiver	• •
%	of the total contract value anticipated in good f for services and/or credited to an M/WBE Prime	aith by the bidder/proposer to be subcone Contractor or Qualified Joint Venture.	ntracted
Basis for Waiver Re	equest: Check appropriate box & explain in det	ail below (attach additional pages if need	ded)
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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	NC

(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.

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID:

SE798

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

1.	Does the bidder have an Ap [Note: Participation may be	prenticeship Property	gram appropriate for the sponsorship or through	te type and scope of work to be performed? collective bargaining agreement(s).]
		X	YES _	· NO
2,	Has the bidder's Apprent Commissioner of Labor?	iceship Program	been registered with	, and approved by, the New York State
		X	YES	NO NO
3.	Has the bidder's Apprent opportunities?	iceship Program	had three years of	successful experience in providing career
٠		X	YES	NO NO
exper pages	ience the Apprenticeship Print if necessary.	ogram has had in	providing career oppo	below, provide information regarding the runities. The bidder may attach additionation of New York (GCA)
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Bidd	er: JRCRUZ Corp.	2		
Ву:	de la			Title: President
Date:	(Signature of March 3, 2015	Paytner or Corp	oorate Officer)	
CITY	OF NEW YORK		20	BID BOOKLE

DEPARTMENT OF DESIGN AND CONSTRUCTION

DECEMBER 2013



THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

Executive Director

January 23, 2015

JRCRUZ Corp. Attn: Mr. Evarett Cruz, Jr. 675 Line Road Aberdeen, NJ 07747

Dear Mr. Cruz:

JRCRUZ Corp. is a member in good standing of the General Contractors Association of New York ("GCA"). Through your membership in the GCA, you have authorized the GCA to enter into collective bargaining agreements on your behalf.

As such, your firm is signatory to the collective bargaining agreements and participates in and upholds all provisions of those agreements, including but not limited to participation in the unions' established and approved apprenticeship programs.

The General Contractors Association has collective bargaining agreements with the following unions:

- Laborers International Union of North America Local 731, Heavy Construction Laborers Local 29 Drillers and Blasters Local 147 Tunnel Workers Local 1010 Asphalt Pavers
- New York District Council of Carpenters Local 1556 Dockbuilders/Timbermen*
 - *Formerly Locals 1456 Dockbuilders and 1536 Timbermen dissolved and formed a new Local, 1556
- International Union of Operating Engineers
 Local 14 / 15 Operating Engineers
 Local 15 C Operating Engineers Mechanics & Helpers
 Local 15 D Surveyors
- International Brotherhood of Teamsters Local 282
- Metallic Lathers Local 46

Please contact me if you require additional information.

Sincerely,

Charles J. Montalbano, P.E. Director, Labor Relations

Project ID.	SE798

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	1:			
Company Name:	JRCRUZ Corp.			
DDC Project Number:	SE798		· · ·	
Company Size:	Ten (10) er	nployees or less		•
•	X Greater tha	n ten (10) employees	•	•
Company has previously	y worked for DDC	YES		NO
2. Type(s) of Construc	ction Work			•
TYPE OF WOR General Building Const Residential Building Co Nonresidential Building Heavy Construction, ex Highway and Street Con Heavy Construction, ex Plumbing, Heating, HV Painting and Paper Han Electrical Work Masonry, Stonework an Carpentry and Floor Wor Roofing, Siding, and Sh Concrete Work Specialty Trade Contract Asbestos Abatement Other (specify) BMP WORK	ruction onstruction g Construction cept building nstruction cept highways AC ging d Plastering ork neet Metal	X X X		THIS PROJECT X X X
	cation Rate (EMR) is a rating is used to determent to may obtain its EMR	nine the contractor's pr by contacting its insura	emium for ance broke	Council of Compensation worker's compensation or the NCCI. If the

Project ID.	SE798
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The Contractor must indicate its <u>Intrastate</u> and <u>Interstate EMR</u> for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	<u>INTRA</u> STATE RATE	<u>INTER</u> STATE RATE
2012	1.0	1.0
2013	.9	.9
2014	.88	.88

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

4. OSHA Information:

YES	_x_NO	Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
YES	_x_NO	Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

Incident Rate =	Total Number of Incidents Total Number of Hours Worked b	
YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2012	79,717	5.02
2013	76,598	2.60
2014	89,297	4.48

Project ID.	SE798	
TIOICCIAN.		

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)

_x_YES	NO	Contractor previously audited by the DDC Office of Site Safety.
		DDC Project Number(s): SE-774 SER200187
_x_YES	NO	Accident on previous DDC Project(s).
	•	DDC Project Number(s): SE801 , SER777R , HD153C2
YES Date: Ma	_x_NO	Fatality or Life-altering Injury on DDC Project(s) within the last three year [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): By: (Signature of Owner, Partner, Corporate Officer)
•		Title: Evaristo Cruz, Jr., President

(NO TEXT ON THIS PAGE)

Log of Work-Related Injuries and Illnesses OSHA's Form 300

INNUMERORGENERAL INFORMMENT OF THE RESEARCH TO THE RESEARCH THE STATE OF THE STATE

that protects the confidentiality of employees to the extent possible while the information is being used Attention: This form contains information relating employee health and must be used in a manner for occupational safety and health purposes.

Year 2014

U.S. Department of Labor Occupational Safety and Health Administration

State New Jersey

Aberdeen

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JRCRUZ Corp.

Establishment name

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All other illnesses

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

Occupational Safety and Health Administration (SCHERISTRUM CONTRACTOR CONTRAC

U.S. Department of Labor

Year 2014

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or Illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the Individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "o."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 GFR 1904.35, in OSHA's Recordiceping rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work	Total number of cases with job fransfer or restriction	Total number of other recordable cases
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Total number of days of job transfer or restriction		Total number of days away from work	
O (S)		31	
Total number of			
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(3) Respiratory	ć		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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	NJ Zp 07747				of my knowledge the entries	Office Manager Title	1/23/2015 Date
Establishment Information Your establishment name JRCRUZ Corp. Street 675 Line Road	City Aberdeen State Industry description (e.g., Manufacture of motor fruck trailers) Heavy Construction	Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	Employment information	Annual average number of employees Total hours worked by all employees last year Sign here Knowingly falsifying this abocument may result in a fine.	certify that I have examined this document and that to the best of my knowledge the enthes are true, accurate, and complete.	Rosie Catao Company executive	732-290-0700 Phone

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

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Year 2013

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for occupational safety and health purposes.

U.S. Department of Labor

Occupational Safety and Health Administration

State New Jersey Š

Case M	(B) Employee's Name	(C) Job Title (e.g.,	I	(E) Where the event occurred (e.g.	(F) Describe injury or illness, parts of body affected, and	Using the	sse categoria	Using these categories, check ONLY the most serious result for each case.	Using these categories, check ONLY the most the injured or ill worker Check the "njury" column or choose the action section result from the column or choose was the colour result from the column or choose was the colour section of the colour column transformation or choose was the colour colour colour colour colors and colors are colored to the color colors and colored to the color	Enter the number of date the Injured or ill worker was:	Enter the number of days the injured or ill worker the was:	Check the "injury" column or choose one type of illness:	Injury" co iliness:	lumn or (choose
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OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

Occupational Safety and Health Administration under the member of the second of the s

U.S. Department of Labor

Year 2013

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Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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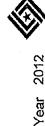
		State NJ Zp 07747	SIC 3715)	64 88	the best of my knowledge the entries	Office Manager Title	1/21/2014
Establishment information	Your establishment name JRCRUZ Corp. Street 675 Line Road	City Aberdeen State industry description (e.g., Manufacture of motor truck trailers) Heavy Construction	Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	Employment information Annual average number of employees Total hours worked by all employees last year Sign here Knowingly faisfifying this document may result in a fine.	I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	Rosie Catao Company executive	732-290-0700

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

identification in the second of the second on this form. If you're not see is recorded to 301 or equivalent form for each injury or liness recorded on this form. If you're not see is recorded to 301 or equivalent form for each injury or liness the form. If you're not see is recorded to 301 or equivalent form for each injury or liness form. If you're not see is recorded to 301 or equivalent form for each injury or liness form. If you're not see is recorded to 301 or equivalent form for each injury or liness recorded on this form. If you're not sure whether a case is recorded to 501 or equivalent form for each injury or liness recorded on this form. If you're not sure whether a case is recorded to 501 or equivalent form for each injury or liness recorded on this form. If you're not sure whether a case is recorded to 501 or equivalent form for each injury or liness recorded on this form. If you're not sure whether a case is recorded to 501 or equivalent form for each injury or liness recorded on this form.

that protects the confidentiality of employees to the extent possible while the information is being used Attention: This form contains information relating to employee health and must be used in a manner for occupational safety and health purposes.



U.S. Department of Labor

Occupational Safety and Health Administration

пички пичтитительники приментителения пости применения Form approved OMB пости 1218-0176

JRCRUZ Corp. / JRCNY Corp.

Establishment name

Check the "injury" column or choose one type of illness: assummentations (i) All other Illnesses Bulnosio9 3 New Jersey Respiratory Condition ල (2) Skin Disorder State € Anfuj 🖯 Enter the number of days the injured or ill worker ⊕ 5 0 On job transfer or restriction 0 € 0 (days) Other record Aberdeen able cases serious result for each case. Jsing these categories, check ONLY the most ৱ or restriction Job transfer 0 Š 티 Ö (B) Describe injury or iliness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from Page totals Employee pulled a muscle on his left calf, while Bucket of excavator clipped telephone cable, telephone cable fell and sliced his left wrist, Œ climbing into the excavator. (e.g. Second degl acetylene torch) Where the event occurred (e.g. Loading dock north end) Œ Job Site Job Site Date of injury or onset of 5/15/12 6 9/12/12 (C) Job Title (e.g., Welder) Operator Operator Employee's Name <u>@</u> 1 Carlos Duarte Carlos Duarte S S S

to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact. US Department of Lator, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do Public reporting burden for this collection of Information is estimated to average 14 minutes per response, Including thne not send the completed forms to this office.

10, Page

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All other illnesses

Bujuosjod

Respiratory Condition

Skin Disorder

Anjuj

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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18

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor tional Safety and Health Administration unwantermental Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-talated Injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the Individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSH4 Form 300 in its entirety. They also have limited access to the OSH4 Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSH4's record/seeping rule, for further details on the access provisions for these forms.

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	48
(2)	3
Injury and Illnoce Tunes	

		(4) Poisonings	(5) Hearing loss	(6) All other illnesses	
s types		7	c	>	0
injury and liness types	Total number of ∴	(1) Injuries	;	(2) Skin disorders	(3) Respiratory conditions

000

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is entinated to sverage 80 minutes per response, including time to review the instructions, search and gather the chair needed, and compelse and review the follocation of reformation to required to respond to the collection of information unless it clipping a currently wild OAM control number If you have any comments about these estimates or any other aspects of this data collection, connect US Department of Labor, OSEA Office of Stateforial Analysis, Room N-3644, 200 Coastitution Avenue, NW, Washington, DC 20210. Do not send the complexed forms to this office.

Establishment information

07747

El Cl

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State

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Industry description (e.g., Manufacture of motor inuck trailers)

Standard Industrial Classification (SIC), if known (4g., 3715)

North American Industrial Classification (NAICS), if Imown (e.g., 336212)

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Employment information (if you don't have these figures, see the Worksheet on the back of this page to extimate.)

Annual average number of employees 40
Total hours workes pf. all employees 554, wear

Knowingly falsifying this document may result in a fine.

Sign here

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rosie Catao Office Manager

Company secure 71st
732, 290 0700

Pre-Award Process

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

- (A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) Copy of License: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information**: If required, the bidder must submit the financial information described below:
 - (1) Audited Financial Statements: Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

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

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

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

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

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

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



Key Management and Supervisory Personnel

Note: See attached Schedule of Major Projects for magnitude, type of work and references.

Evaristo (Evarett) Cruz Jr., P.E.

Present Position: President

Mr. Cruz has 38 years of experience in construction industry since beginning his career in 1976 with Cruz Construction Co. This experience is as follows:

From 1976 to 1978 Served as Assistant Superintendent/Field Engineer on two projects. His responsibilities included being in responsible charge of all job submittals, correspondence, shop drawings and job schedules. Among the projects he was directly involved in this capacity were jobs: 73 & 74 (see attachment A).

From 1978 to 1980 Served as Project Superintendent/Field Engineer on two successive projects. His responsibilities included overall responsible charge of all job submittals, correspondence, shop drawings, job schedules, manpower schedules, job budgets, change orders and actual construction. Among the projects he was directly involved in this capacity were jobs: 68 & 70 (see attachment A).

From 1980 to 1984 Served as Project Superintendent/Project Manager on successive projects. His responsibilities included overall responsible charge of all job submittals, correspondence, shop drawings, job schedules, manpower schedules, job budgets, procurement, change orders, and actual construction. Among the projects he was directly involved in this capacity were jobs: 56, 59, 60, 63 & 64 (see attachment A).

From 1984 to 1988 Served as Projects Manager/Estimator for the company. His responsibilities included overall responsible charge of Project Management on all ongoing projects and overall responsible charge of all Bidding. Among the projects he was directly involved in this capacity were jobs: 40, 41, 46, 49, 50, and 51 (see attachment A).

From 1986 to 1995 Served as Vice President in charge of job acquisition and construction management operations for the Company. During this period the company did work in a variety of areas including large and small scale water mains, sanitary sewers, water intake facilities, water treatment plants, pumping stations, landscaping, bridges, roads, highway work and became a front runner in the burgeoning field of Micro-Tunneling (see Civil Engineering Magazine article attached). Among the projects he was directly involved in this capacity were jobs: All jobs done by Cruz Construction during this tenure.

From 1995 to 1997 Served as President of Cruz Construction Corp. in charge of the overall management of the company. He was directly involved in this capacity on the following jobs: All jobs done by Cruz Construction during this tenure.

In 1999 Mr. Cruz sold his interest in Cruz Construction and in 2000 started JRCRUZ Corp.

- 1976 graduate of Newark College of Engineering (now N.J.I.T.) with a Bachelors of Science in Engineering Technology.
- Licensed Professional Engineer in New Jersey, New York and Connecticut.
- Member of Moles



David S. Cruz

Current Position: Vice President

Mr. Cruz began his career in 1997 with Cruz Construction Corp. His experience includes going from carpenter helper to equipment manager and on to project superintendent.

In 2002 Mr. Cruz came to work for *JRCRUZ* Corp. as a Project Superintendent/Equipment Manager. He is in charge of overseeing construction operations for the company and he is directly involved with all the equipment purchases and management. Mr. Cruz's work experience includes the management and supervision of large and small water mains, sanitary sewers, water intake facilities pumping stations, microtunnels, landscaping, roadwork, and construction of the latest best management practice storm water management facilities.

Carlos Catao

Current Position: Vice President Construction

Mr. Catao began his career in 1985 with Cruz Construction Co. His experience includes going from laborer to foreman and on to **Project Superintendent**. Mr. Catao has successfully completed projects involving large and small water mains, sanitary sewers, intakes, outfalls, landscaping, cofferdams, foundations, roadwork and the construction of the latest Best Management Practice storm water management facilities. He was directly involved as the Project Superintendent on the following jobs: 1 & 3 (see attachment A).

Mr. Catao began work with *JRCRUZ* in 2001 although his involvement with the *JRCRUZ* management goes back to 1985. Mr. Catao has successfully completed projects involving large and small scale water mains, sanitary sewers, intakes, outfalls, micro-tunneling, landscaping, cofferdams, foundations, roadwork and the construction of the latest Best Management Practice storm water management facilities.

Antonio Fazendeiro

Current Position: Project Consultant/Engineer

Mr. Fazendeiro began his career in 1969 with Cruz Construction Corp.

From 1969 to 2001 he work for Cruz Construction Co. in various capacities ranging from Laborer to Superintendent to General Superintendent. Mr. Fazendeiro's work experience includes the management and supervision of large and small water mains, sanitary sewers, water intake facilities, pumping stations and construction of multiple array of Microtunnel projects. He was directly involved with all of the following projects listed (see attached Schedule of Work Experience)

<u>From 2001 to Present</u> Mr. Fazendeiro came to JR Cruz Corp. and continues being a major component to our team.

Peter Vollmer

Current Position: Project Engineer/Superintendent

Mr. Vollmer began his career in construction in 1969 with Charles Kupper, Consulting Engineers.

From 1971 to 2000 he worked for Cruz Construction Co. in various capacities ranging from Field Engineer to Project Superintendent to Project Manager. Mr. Vollmer's work experience includes the management and supervision of large and small water mains, sanitary sewers, water intake facilities, pumping stations,



landscaping, roadwork and the construction of the latest Best Management Practice storm water management facilities. He was directly involved in this capacity on the following jobs: 3, 4, 9, 10, 13, 62, 67, 71, 72, & 76 (see attached Schedule of Work Experience)

In 2002 Mr. Vollmer joined *JRCRUZ* although his relationship with the *JRCRUZ* management team goes back to 1971.

John Tancsak

Current Position: Controller

Mr. Tancsak has over 30 years of experience in accounting and financial management, beginning with public accounting and most recently as the Controller for Cruz Construction Corp. From 1985 to 2001. Mr. Tancsak began working for JRCRUZ Corp. in early 2001.

Mr. Tancsak is a graduate of Queens College of the City of New York with a Bachelor of Arts degree in Accounting, 1969, and was licensed as a CPA in New York in 1973.

Luis Lopes

Current Position: Project Manager/Engineer

Mr. Lopes began his career in 2002 with Cruz Construction Corp. as an office clerk. His responsibilities included ordering materials, correspondence, transmittals, and general office work.

In 2005 Mr. Lopes came to work for JRCRUZ as an assistant project superintendent. He was directly involved with Project SE-774 Ft. Hamilton Parkway, Construction of Sewers, Water Mains and Microtunnel Work, Project SER002216 Ridgecrest Ave., Construction of Combined Sewers and BMP Work, Project SEQ200453 Thursby Avenue, Construction of Combined Sewers, Water Mains, Installation of Curbs and Sidewalks.

After graduating college in 2009 Mr. Lopes came to work to our main office as a Project Engineer/Estimator. His responsibilities include overall responsible charge of all job submittals, correspondence, shop drawings, job schedules, manpower schedules, job budgets, change orders, as well as estimating projects.

Mr. Lopes obtained a Bachelors of Science in Civil Engineering from Rutgers University in 2009.

Peter Lauro

Current Position: Project Manager/Chief Estimator

Mr. Lauro began his career in construction in 1998 with Judlau Contracting Inc.

From 1998 to 200 his duties included that of Superintendent on various projects in New York City Area. Mr. Lauro's work experience includes the management and supervision of large and small water mains, sanitary sewers and water intake facilities.

From 200 to 2004 Mr. Lauro worked as a Project Manager/Estimator, his responsibilities included bidding and managing heavy highway construction projects throughout the Tri-State Area. He also supervised multiple construction contracts involving utility work.



From 2004 to 2013 Mr. Lauro worked as a Senior Project Manager/Lead Estimator. He was directly involved in the management and scheduled of multiple emergency and capital improvement construction projects simultaneously. Responsible for all project submittals, including permitting requirements, shop drawings, payment requisitions, vendor approvals and subcontractor approvals. This work involved various agencies such as New York and New Jersey Port Authority, New York City Parks Department, New York City Department of Environmental Protection, New York City Department of Transportation, New York City Economic Development Corporation., Etc.

In 2014 Mr. Lauro came to work for JRCRUZ Corp. as Project Manager/Estimator.

Michael Russo

Current Position: Superintendent

Mr. Russo began his career in 1986 with Cruz Construction Co. His experience includes going from labor, to Foreman and on to Project Superintendent.

From 2003 to 2012 Mr. Russo worked with Difazio and Sons as Field Superintendent. He is successfully completed projects ranging from \$5 million to \$30 million, involving water mains, combined sewers, roadway restoration, etc. in the 5 Boroughs of New York.

In April 2013, Mr. Russo came to work for JRCRUZ as a Superintendent. His duties include management and supervision of large and small water mains, sanitary sewers, water intake facilities, pumping stations, landscaping, roadwork and the construction of the latest Best Management Practice storm water management facilities.

Matthew Cruz

Current Position: Secretary

Mr. Cruz began his career in 2007 with *JRCRUZ Corp*. as a part time helper. His responsibilities included ordering materials, picking up parts and delivering them to the job site.

Mr. Cruz obtained a Bachelors of Science in Business Management from Rider University. After graduating college in May, 2010 Mr. Cruz came to work as an assistant project superintendent. His responsibilities include ordering materials, overall responsible charge of all job submittals, correspondence, transmittals, job schedules, manpower schedules, job budgets, and change orders.

Mr. Cruz is directly involved with Project #BED-778: Atlantic Avenue Installation of Trunk and Distribution Water Main's, Sewer Replacement, and Appurtenances.

Leonardo Russo

Current Position: Assistant Superintendent

Mr. Russo began his career with JRCRUZ Corp. as laborer. After demonstrating his capacity as a worker, he was promoted to Foremen and now Assistant Superintendent. He is directly involved with NYC DDC Projects HD153C1, HD153C2 and SEQ200523.

Mr. Russo's work experience includes the management and supervision of large and small water main, storm sewers, sanitary sewers and full roadway restoration. He works directly with the resident engineers and project inspectors to build the projects according to specifications.



Robert DeTiberiis

Current Position: Superintendent

From 1995 to 2011 Mr. DeTiberris worked for E.E. Cruz in the capacity of Superintendent. He successfully completed various contracts such as Route 9A-West Side Highway \$187 million, World Trade Center \$90 million, Flushing Bay Overflow Retention Facility \$150 million.

From 2011 to 2012 Mr. DeTiberris worked for Judlau Contracting, Inc. He was directly involved with project MED609 Lincoln Center \$200 million. Mr. DeTiberiis work experience involves large and small scale water mains, sanitary sewers, intakes, outfall, demolition of buildings and roadways, roadway rehabilitations.

In April 2013 Mr. DeTiberiis came to work for JRCRUZ Corp. as a Superintendent.

Mr. DiTeberris is a graduate of Lehman College, with a Bachelors of Science Degree in Business Administration.

Joseph Walsh

Current Position: Project Engineer/Estimator

From 1978 to 1982 Mr. Walsh began his career with a Steinman Consulting Engineers as a Field/Office Engineer and Inspector on various Bridge Inspection Projects throughout the United States and Canada. His main responsibilities were as a team leader for the inspection crews. The major projects that Mr. Walsh worked on were the inspections of the Queens Boro and Brooklyn Bridges in NYC and the Isle of Orleans Bridge in Quebec, Canada.

From 1982 to 2008 For over 25 years Mr. Walsh worked as a Superintendent/Project Manager/Project Engineer/Estimator for various contractors in the NYC area. Most of Mr. Walsh's work was on NYCDEP and NYCDDC Projects throughout the five boroughs of NYC. His main responsibilities during this time was to estimate jobs, procure material suppliers and purchase orders, solicit subcontractors, run and coordinate the jobs, prepare all payments and Change Orders, and finalize and closeout the jobs.

2008 to 2013 Mr. Walsh worked for the Construction Management (CM) Department of Hazen and Sawyer P.C. As part of the CM team, Mr. Walsh was the Change Order Manager representing the NYCDEP in negotiations of Change Orders with the Contractors on various DEP Projects in Queens and Brooklyn.

In October 2013 Mr. Walsh came to work for JRCRUZ as a Project Engineer/Estimator.

Mr. Walsh obtained a BS in Civil Engineering/Construction Technology from Temple University in Philadelphia, Pa.



Rosie Catao

Current Position: Assistant Office Manager

Ms. Catao began her career in 1994 with Cruz Construction Corp., Holmdel New Jersey. From 1994 to 2001, her duties ranged from assisting with project management, legal department and bidding/estimating department.

From 2001 to 2003 Ms. Catao worked for Northeast Remsco Construction, Lakewood, New Jersey as assistant to the Vice President of Water Treatment Plants and Pumping Station Projects. Her duties ranged from assisting with project management, engineering department, and bidding/estimating department.

In September of 2003 Ms. Catao came to work for *JRCRUZ Corp*. She is in charge of the payroll department, claims department and she is the assistant to management and engineering department.

JRCRUZ Corp.

A. Project References- Similar Contracts Completed by The Bidder

SER200170 CONST. OF COMBINED SEWERS IN HYLAN BLVD. STATEN ISLAND, NY	SER002166 8 CONST. OF STORM & SANITARY 40 SEWERS AND INSTALLATION OF WATER MAINS IN BLOOMINGDALE ROAD SI, NY	SER002248 CONST. OF STORM & SANITARY SEWERS, WATER MAINS, CURBS, SIDEWALKS AND ROAD RESTORATION IN NETHERLAND AVE., S.I. N.Y.	SE-759/760/762(BMP) CONST. OF STORM & SANITARY SEWERS, WATER MAINS, CURBS, SIDEWALKS AND ROAD RESTORATION IN ARBUTUS AVE., S.I. N.Y.	HWKP2009 CONSTRUCTION OF BULKHEAD AT EAST 66th STREET BROOKLYN, NY	A. Project References- Similar Contracts Completed by The Bidder PROJECT NAME, LOCATION DESCRIPTION TYPE/ DETAILS AMOUNT COMPLETED
SEWERS WATER MAINS CURBS AND SIDEWALKS	8800lf Sewer Installation (30"-10" dia) 4000lf Water Main Installation (20"-6"dia) 14000sy Asphalt Roadway	2952if Sewer Installation (6.5'X3' Culv-10"dia) 1800if Water Main Installation (20"-6"dia) 2 ea Chamber Construction 1300sy Asphalt Roadway	37000lf Sewer Installation (48"-10"dia) 11055lf Water Main Installation 1300lf Microtunnelling 8 ea Chamber Construction 7.5 ac BMP Construction 44000sy Asphalt Roadway	HIGHWAY/ SEA WALL 620lf PZ27 Steel Sheet Pile Sea Wall 620lf Pile Cap 620lf Concrete Curbs/ Sidewalks 2000sy Asphalt Roadway	Ilar Contracts Complet CONTRACT TYPEI DETAILS
\$1,668,668.00	\$4,345,543.00	\$1,868,168.00	\$19,881,988.00	\$838,838.00	contract
Nov. 2004	OCTOBER 2004	OCTOBER 2002/ JULY 2003	JULY 2001/ JULY 2003	JUNE 2002/ DEC. 2002	DATE COMPLETED
N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	OWNER REFERENCE/ TELEPHONE #
SAME AS OWNER BOB YUEH 718-391-1937	SAME AS OWNER THOMAS FOLEY, P.E. 212-442-1900	SAME AS OWNER WALKMAN WONG P.E. 718-391-2485	SAME AS OWNER THOMAS FOLEY P.E. 212-442-1900	SAME AS OWNER MAX ACHILLE 718-391-1830	1 of 5 ENGINEER REFERENCE/ TELEPHONE #



JRCK Corp. A. Project References- Similar Contracts Completed by The Bidder

2 of 5

PROJECT NAME, LOCATION	CONTRACT	CONTRACT	DATE	OWNER REFERENCE/	ENGINEER REFERENCE/
DESCRIPTION	TYPE	AMOUNT	COMPLETED	TELEPHONE #	TELEPHONE #
SER002204 CONST. OF SANITARY SEWERS	INSTALL SANITARY SEWERS	\$1,168,168.00	May 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL	SAME AS OWNER WALKMAN WONG, P.E.
IN WAGNER STREET STATEN ISLAND, NY	CURBS AND SIDEWALKS			LONG ISLAND CITY, N.Y. 11101	718-391-2485
SER002266	INSTALL	\$3,473,374.00	June 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
CONST. OF SANITARY SEWERS	SANITARY SEWERS			30-30 THOMSON AVENUE, 3rd FL	CHRIS IGWEATU
IN WESTWOOD AVENUE STATEN ISLAND, NY	SURBS AND SIDEWALKS			LONG ISLAND CITY, N.Y. 11101	(718) 391-1907
SER20088	SEWER/	\$5,828,901.00	July 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
CONST. OF STORM & SANITARY	ВМР			30-30 THOMSON AVENUE, 3rd FL	THOMAS FOLEY P.E.
SEWERS, BMPS, CURBS,				LONG ISLAND CITY, N.Y. 11101	212-442-1900
SIDEWALKS AND ROAD RESTORATION					
IN EDGEGROVE AVE., S.I. N.Y.					
CONTRACT NO. HWRP2004	INSTALL SANITARY	\$1,671,624.00	March 2006	N.Y.C DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
RECONSTRUCTION OF BAY STREET	& STORM SEWERS,			30-30 THOMSON AVENUE	ADAM ALWEISS
STATEN ISLAND, NY	WATER MAINS , CURBS SIDEWALKS, ETC.			LONG ISLAND CITY, NY 11101	718-391-1357
CONTDACT NO SED200187	YAATINAS HARK	\$1 838 838 00	May 2006	N Y C DEPT OF DESIGN & CONSTRUCTION	SAME AS OWNER
CONSTRUCTION OF STORM &	& STORM SEWERS.			30-30 THOMSON AVENUE	ADAM ALWEISS
SANITARY SEWERS AND INSTALLATION	WATER MAINS, CURBS		-	LONG ISLAND CITY, NY 11101	719-391-1357
OF WATER MAINS IN	SIDEWALKS, ETC.				
FLINT STREET, STATEN ISLAND, NY					
SE774	INSTALL	\$6,876,542.00	November 2006	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
CONST. OF SANITARY SEWERS	SANITARY SEWERS			30-30 THOMSON AVENUE, 3rd FL	ROBERT YUEH
WATER MAINS AND MICROTUNNELING	WATERMAINS			LONG ISLAND CITY, N.Y. 11101	718-391-1937
IN FORT HAMILTON PARKWAY	MICROTUNNELING				
DACORETIN, IN					

JRCRUZ Corp

A. Project References- Similar Contracts Completed by The Bidder

IN RIDGECREST AVE., STATEN ISLAND, NY SANITARY SEWERS AND INSTALLATION SANITARY SEWERS AND INSTALLATION SANITARY SEWERS IN THURSBY AVE KERRIGAN AVENUE, JERSEY CITY, NJ STORM SEWERS AND WATER MAINS IN HAROLD ST., STATEN ISLAND, NY CONSTRUCTION OF STORM AND CONSTRUCTION OF STORM & CONSTRUCTION OF STORM & IN ROCKAWAY BEACH BLVD. CONTRACT NO. SEQ200453 PROJECT NAME, LOCATION BOROUGH OF QUEENS, NY CONTRACT NO. SER002216 SAFETY IMPROVEMENTS CONTRACT NO. HWC988E CONTRACT NO. SE-208C SEWER REPLACEMENT CONSTRUCTION OF STATEN ISLAND, NY KERRIGAN AVENUE OF WATER MAINS OF WATER MAINS TO AMBOY ROAD CONTRACT NO DESCRIPTION SEQ200509 WATER MAINS, CURBS & STORM SEWERS & STORM SEWERS & STORM SEWERS & STORM SEWERS, & STORM SEWERS, **INSTALL SANITARY INSTALL SANITARY INSTALL SANITARY INSTALL SANITARY** INSTALL SANITARY SIDEWALKS, ETC. SIDEWALKS, ETC. SIDEWALKS, ETC. SIDEWALKS, ETC. SIDEWALKS, ETC. REPLACEMENT CONTRACT SEWER TYPE \$14,750,000.00 \$1,388,888.00 \$7,785,948.00 \$3,960,581.20 \$3,288,168.00 \$2,607,769.00 CONTRACT AMOUNT December 2006 December 2006 November 2006 COMPLETED June 2007 July 2007 July 2007 DATE N.Y.C DEPT. OF DESIGN & CONSTRUCTION NORTH HUDSON SEWERAGE AUTHOITY LONG ISLAND CITY, NY 11101 30-30 THOMSON AVENUE OWNER REFERENCE/ HOBOKEN, NJ 07030 1600 ADAMS STREET **TELEPHONE** # **ENGINEER REFERENCE/** SHAKEEL AHMED, P.E ERICK SATTLER, P.E. ERICK SATTLER, P.E SAME AS OWNER DAVE MISSIG, P.E. SAME AS OWNER SAME AS OWNER SAME AS OWNER SAME AS OWNER SAM RIAD, P.E. (973) 316-0159 SANJAY MODI TELEPHONE # 212-442-1897 718-391-1110 718-391-1966 718-391-2146 718-391-1966 CH2MHILL 3 of 5

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JRCR Corp. A. Project References- Similar Contracts Completed by The Bidder

A. Project References- Similar Contracts	Similar Contra		Sompleted by The Bidder	e Bidder	4 of 5
PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT	DATE	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
SE-777-R CONSTRUCTION OF STORM AND SANITARY SEWERS WATER MAINS AND BMP WORK NORTH RAILROAD STREET STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS, CURBS SIDEWALKS AND BMP WORK	\$34,720,000.00	August, 2010	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FL. LONG ISLAND CITY, NY 11101	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110
SER002167 CONSTRUCTION OF SANITARY AND STORM SEWERS AND THE INSTALLATION OF WATER MAINS IN RICHMOND TERRACE STATEN ISLAND, NY	CONSTRUCTION OF SANITARY AND STORM SEWERS AND WATER MAINS	\$5,231,290.00	Feb-11	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FLOOR LONG ISLAND CITY, NY 11101	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110
HWSEMERG EMERGENCY CURB & SIDEWALK REPAIRS VARIOUS LOCATIONS IN QUEENS, NEW YORK	CURB AND SIDEWALK REPAIRS	\$2,000,000.00	December, 2010	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FLOOR LONG ISLAND CITY, NY 11101	SAME AS OWNER ERICK SATTLER, P.E. 718-391-1966
CSO-IH-12 CONSTRUCTION OF INNER HARBOR IN LINE STORAGE FACILITIES	COMBINE SEWER OVERFLOW SOLIDS FLOATABLE STORAGE	\$12,954,128.00	Mar-11	N.Y.C DEPT. OF ENVIRONMENTAL PROTECTION 59-17 JUNCTION BLVD., 17TH FLOOR FLUSHING, NY 11373	SAME AS OWNER WARREN GORDON 718-595-6229

IN LINE STORAGE FACILITIES BROOKLYN, NY

JRCRUZ Corp.

A. Project References- Similar Contracts Completed by The Bidder

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CONTRACT NO. SER200200 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN O'GORMAN AVE. BOROUGH OF STATEN ISLAND, NY	BED-778 REPLACEMENT OF WATER MAINS IN ATLANTIC AVENUE BROOKYLN, NY	CONTRACT NO. SEQ200523 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN NEW HAVEN AVENUE BOROUGH OF QUEENS	SE-801 CONSTRUCTION OF STORM AND SANITARY SEWERS IN ALBEE AVENUE STATEN ISLAND, NY	PROJECT NAME, LOCATION DESCRIPTION
INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	INSTALLATION OF TRUNK AND DISTRIBUTION OF WATER MAINS, INCLUDING LIGHTING AND TRAFFIC WORK	INSTALL SANITARY SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS AND SIDEWALKS	CONTRACT TYPE/ DETAILS
\$5,966,966.00	\$13,929,929.00	\$6,803,128.00	\$16,383,383.00	CONTRACT AMOUNT
May-14	Nov-13	Aug-13	Aug-11	DATE
N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FL. LONG ISLAND CITY, NY 11101	OWNER REFERENCE/ TELEPHONE #
SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110	SAME AS OWNER ROBERT YUEH, P.E. 718-391-1937	SAME AS OWNER LAMBERT MONAH, P.E. 718-391-2469	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110	5 of 5 ENGINEER REFERENCE/ TELEPHONE #



JRCR Corp. B. Project References-Contracts Currently Under Construction by The Bidder

ENGINEER REFERENCE/ TELEPHONE #	SAME AS OWNER MEHRABAN AHOURAIE 718-391-1953	SAME AS OWNER MEHRABAN AHOURAIE 718-391-1953	SAME AS OWNER MEHRABAN AHOURAIE 718-391-1953	Kristofer Segler 718-447-1121	SAME AS OWNER SHAKEEL AHMED, P.E.
OWNER REFERENCE/ TELEPHONE #	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	N.Y.C ECONOMIC DEVELOPMENT CORPORATION 110 WILLIAM STREET NEW YORK, NY 100038	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101
SCHEDULED COMPLETION DATE	Sep-14	Jun-14	Jun-14	Apr-16	Jul-16
PERCENT	85%	46%	75%	33%	10%
CONTRACT	\$24,350,628.00	\$37,798,798.00	\$11,411,411.00	\$12,179,902.00	\$12,799,997.00
CONTRACT	CONSTRUCTION OF SANITARY AND STORM SEWERS AND WATER MAINS	INSTALL SANITARY SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	ROADWAY RECONSTRUCTION OPEN SPACE, UNDERGROUND UTILITIES, PATHWAY LANDSCAPING AND ELECTRICAL WORK	INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK
PROJECT NAME, LOCATION DESCRIPTION	HD153C EDGEMERE URBAN RENEWAL AREA PHASE C1 BEACH 43RD STREET FAR ROCKAWAY, NY	CONTRACT NO. HD153C2 RECONSTRUCTION OF EDGEMERE URBAN RENEWAL AREA. PASE C2 QUEENS, NY	CONTRACT NO. SEQ200508 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN BAY 32ND STREET BOROUGH OF QUENS	CONTRACT NO. 19720006 NEW STAPLETON WATERFRONT PHASE II PROJECT	CONTRACT NO. SE-734 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN RICHARD AVE. BOROUGH OF STATEN ISLAND, NY



JRCRUZ Corp. B. Project References-Contracts Currently Under Construction by The Bidder

	CONTRACT NO. CS-JA-BBS BERGEN BASIN SEWER RECONSTRUCTION BOROUGH OF QUEENS, NY	CONTRACT NO. NA-2013-47 NEWARK AVENUE SEWER IMPROVEMENTS JERSEY CITY, NJ	PROJECT NAME, LOCATION DESCRIPTION
	600 LF OF MICROTUNNELING 1 JACKING SHAFT 2 RECEIVING SHAFTS RELOCATION OF WATER MAINS AND FINAL RESTORATION	REMOVAL AND REPLACEMENT OF COMBINED SEWERS, TIDE GATE REGULATOR, MANHOLES. LATERALS AND PAVEMENT RESTORATION	CONTRACT TYPE
	\$20,256,909.00	\$5,948,420.00	CONTRACT AMOUNT
	5%	78%	PERCENT
	Not Known	Mar-15	PERCENT SCHEDULED COMPLETE COMPLETION DATE
	N.Y.C. DEPT. OF ENVIRONMENTLA PROTECTION 59-17 JUNCTION BOULEVARD FLUSHING, NY 11373	JERSEY CITY MUNICIPAL UTILITIES AUTHORITY 555 ROUTE #440 JERSEY CITY, NJ 07305	OWNER REFERENCE/ TELEPHONE #
	SAME AS OWNER NEIL O'CONOR 718-848-2807	Kevin Carr 201-432-0845	ENGINEER REFERENCE TELEPHONE

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C. Project References - Pending Contracts Not Yet Started by The Contractor

Not Known At This Time	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Not Known	0%	\$22,228,507.00	CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, BMP WORK, FINAL RESTORATION WORK	CONTRACT NO. MIBBNC001 CONSTRUCTION OF COMBINED SEWER AND APPURTENANCES IN KISWICK AVE., BOROUGH OF STATEN ISLAND, NY
Not Known At This Time	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Not known	0%	\$2,136,042.48	SAFE ROUTES TO SCHOOL PHASE III INCLUDING CURBS & SITEWALKS RECONSTRUCTION, PAVEMENT MARKINGS, SEWERS, WATERMAINS, STREET LIGHTING	CONTRACT NO. HWCSCH3F SAFE RUTES TO SCHOOL PHASE III, 3 SCHOOLS BOROUGH OF STATEN ISLAND, NY
ENGINEER REFERENCE/ TELEPHONE #	OWNER REFERENCE/ TELEPHONE #	START DATE COMPLETION DATE	PERCENT	CONTRACT	CONTRACT TYPE	PROJECT NAME, LOCATION DESCRIPTION

	Schedule (ot Work 🗠	xperience	9	1 of 3
PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCI TELEPHONE #
HWKP2009 CONSTRUCTION OF BULKHEAD AT EAST 66th STREET BROOKLYN, NY .	HIGHWAY/ SEA WALL 520if PZ27 Steel Sheet Pile Sea Wall 520if Pile Cap 620if Concrete Curbs/ Sidewalks 2000sy Asphait Roadway	\$838,838.00	JUNE 2002/ DEC. 2002	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER MAX ACHILLE (718) 780-8012
SE-759/760/762(BMP) CONST. OF STORM & SANITARY SEWERS, WATER MAINS, CURBS, SIDEWALKS AND ROAD RESTORATION IN ARBUTUS AVE., S.I. N.Y.	37000ff Sewer Installation (48"-10"dia) 11055if Water Main Installation 1300ff Microtunnelling 8 ea Chamber Construction 7.5 ac BMP Construction 44000sy Asphalt Roadway	\$19,881,988.00	JULY 2001/ JULY 2003	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER THOMAS FOLEY P.E. (718) 391-1907
SER002248 CONST. OF STORM & SANITARY SEWERS, WATER MAINS, CURBS, SIDEWALKS AND ROAD RESTORATION IN NETHERLAND AVE., S.I. N.Y.	2952if Sewer Installation (6.5'X3' Culv-10"dia) 1800if Water Main Installation (20"-5"dia) 2 ea Chamber Construction 1300sy Asphalt Roadway	\$1,868,168.00	OCTOBER 2002/ JULY 2003	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER WALKMAN WONG P.E. (718) 391-1907
SER002166 CONST. OF STORM & SANITARY SEWERS AND INSTALLATION OF WATER MAINS IN BLOOMINGDALE ROAD SI, NY	8800lf Sewer Installation (30"-10" dia) 4000lf Water Main Installation (20"-5"dia) 14000sy Asphalt Roadway	\$4,345,543.00	OCTOBER 2004	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER THOMAS FOLEY, P.E. (718) 391-1907
SER200170 CONST, OF COMBINED SEWERS IN HYLAN BLVD. STATEN ISLAND, NY	SEWERS WATER MAINS CURBS AND SIDEWALKS	\$1,668,668.00	Nov. 2004	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER BOB YUEH (917) 939-7725
SER002204 CONST. OF SANITARY SEWERS IN WAGNER STREET STATEN ISLAND, NY	INSTALL SANITARY SEWERS CURBS AND SIDEWALKS	\$1,168,168.00	May 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER WALKMAN WONG, P.E. (718) 391-1907
SER002266 CONST. OF SANITARY SEWERS IN WESTWOOD AVENUE	INSTALL SANITARY SEWERS SURBS AND SIDEWALKS	\$3,473,374.00	June 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER CHRIS IGWEATU (718) 391-1907
SER20088 CONST. OF STORM & SANITARY SEWERS, BMPS, CURBS, SIDEWALKS AND ROAD RESTORATION IN EDGEGROVE AVE., S.I. N.Y.	SEWER/ BMP	\$5,828,901.00	July 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER THOMAS FOLEY P.E. (718) 391-1907
CONTRACT NO. HWRP2004 RECONSTRUCTION OF BAY STREET STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$1,671,624.00	March 2006	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ADAM ALWEISS (718) 391-1907
CONTRACT NO. SER200187 CONSTRUCTION OF STORM & SANITARY SEWERS AND INSTALLATION	INSTALL SANITARY & STORM SEWERS, WATER MAINS, CURBS	\$1,838,838.00	May 2006	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ADAM ALWEISS (718) 391-1907
SE774 CONST. OF SANITARY SEWERS WATER MAINS AND MICROTUNNELING IN FORT HAMILTON PARKWAY BROOKLYN, NY	INSTALL SANITARY SEWERS WATERMAINS MICROTUNNELING	\$6,876,542.00	November 2006	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER ROBERT YUEH (718) 250-5047

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JRCRUZ Corp. Schedule of Work Experience

	SAME AS OWNER HERMAN RIZO T18-391-1907	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FLOOR LONG ISLAND CITY, NY 11101	December, 2010	00'000'000'Z\$	KEPAIRS	HWSEMERG EMERGENCY CURB & SIDEWALK REPAIRS VARIOUS LOCATIONS IN QUEENS, NEW YORK
	V18-391-1907 SHAKEEL AHMED, P.E. SAME AS OWNER	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON EVENUE, 3RD FLOOR LONG ISLAND CITY, NY 11101	1-d9∃	00.082,res,8 \$	ONOTTRUCTION OF THE SANTINAS AND SAWERS AND SHAWS SAID	TONSTER SERVORTERY CONSTRUCTION OF SAUITARY AND STORM SEWERS AND THE INSTALLATION OF WATER MAINS IN RICHMOND TERRACE STATEN ISLAND, NY
	SAME AS OWNER SHAKEEL AHMED, P.E.	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FL. LONG ISLAND CITY, NY 11101	O10S, JauguA	\$34,720,000,007	INSTALL SANITARY 8 STORM SEWERS, WATER MAINS, CURBS SIDEWALKS AND BMP WORK	SE-777-R CONSTRUCTION OF STORM AND SANITARY SEWERS WATER MAINS AND BMP WORK NORTH RAILROAD STREET STATEN ISLAND, NY
	SAME AS OWNER HERMAN RIZO, P.E. 718-391-1907	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON EVENUE LONG ISLEND CITY, NY 11101	700S YINT	00.888,886,1\$	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	SEQ200509 CONSTRUCTION OF STORM SEWERS AND WATER MAINS IN ROCKAMAY BEACH BLVD. SEQ200509
	SAME AS OWNER	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON EVENUE LONG ISLEND CITY, NY 11101	700S anul	00.000,037,41\$	INSTALL SAUITARY & STORM SEWERS, WATER MAINS, CURBS SIDEWALKS, ETC.	CONTRACT NO. SE-208C CONSTRUCTION OF STORM & SANITARY SEWERS AND INSTALLATION OF WATER MAINS IN HAROLD ST. STATEN ISLAND, NY
	я эмаг Эмаго, р.е. Тоег-195 (вгт)	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON EVENUE LONG ISLEND CITY, NY 11101	700S ሊካሲ	00.84e,387,7 \$	INSTALL SANITARY & STORM SEWERS, WATER MAINS, CURBS SIDEWALKS, ETC.	CONTRACT NO. SEQ200463 CONSTRUCTION OF STORM AND SANITARY SEWERS IN THURSBY AVE. BOROUGH OF QUEENS, NY
	ABMAS B.9. (DAIR MAS TOBT-FEE (BFT)	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Dec 2006	0Z'185'096'E\$	INSTALL SANITARY & STORM SEWERS, WATER MAINS, CURBS SIDEWALKS, ETC.	CONTRACT NO. SER002216 CONSTRUCTION OF STORM & SANITARY SEWERS AND INSTALLATION OF WATER MAINS IN RIDGECREST AVE., STATEN ISLAND, NY
	CHZMHILL DAVE MISSIG, P.E. (973) 316-0159	NORTH HUDSON SEWERAGE AUTHOITY HOBOKEN, NJ 07030	Dec 2006	00.881,882,6\$	SEWER REPLACEMENT	KERRIGAN AVENUE, JERSEY CITY, NJ SEWER REPLACEMENT CONTRACT NO.
-	TELEPHONE # SAMAS SAULAY MODI TORON YAUNAS 1050-TIE (BIT)	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON EVENUE LONG ISLEND CITY, NY 11101	900Z AON	00.697,708,2\$	INSTALL SANITARY & STORM SEWERS, WATER MAINS, CURBS SIDEWALKS, ETC.	CONTRACT NO. HWC988E SEPETY IMPROVEMENTS TO AMBOY ROAD YN STEN ISLAND, NY
	REFERENCE ENGINEER	Омиев вегевеисе\ ТЕГЕРНОИЕ #	DATE COMPLETED	ТОАЯТИОО ТИПОМА	соителст ЭЧҮТ	РРОЈЕСТ ИРМЕ, LOCATION ВЕЗСКІРТІОИ

JRCRUZ Corp.

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Schedule of Work Experience

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PROJECT NAME, LOCATION	CONTRACT	CONTRACT	DATE	OWNER REFERENCE/	ENGINEER
DESCRIPTION	TYPE	AMOUNT	COMPLETE	TELEPHONE #	REFERENCE
					TELEPHONE #
CSO-IH-12	COMBINE SEWER	\$12,954,128.00	Mar-11	N.Y.C DEPT. OF ENVIRONMENTAL PROTECTION	SAME AS OWNER
CONSTRUCTION OF INNER HARBOR	OVERFLOW SOLIDS			59-17 JUNCTION BLVD., 17TH FLOOR	WARREN GORDON
IN LINE STORAGE FACILITIES	FLOATABLE STORAGE	İ		FLUSHING, NY 11373	718-595-6229
BROOKLYN, NY		1			
SE-801	INSTALL SANITARY	\$16,383,383.00	Aug-11	N.Y.C DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
CONSTRUCTION OF	& STORM SEWERS,			30-30 THOMSON AVENUE, 3RD FL.	SHAKEEL AHMED, P.E.
STORM AND SANITARY SEWERS	WATER MAINS , CURBS			LONG ISLAND CITY, NY 11101	(718) 391-1907
IN ALBEE AVENUE	AND SIDEWALKS	1			(*
STATEN ISLAND, NY			l		
HD153C	CONSTRUCTION OF	\$24,350,628.00	Apr-12	N.Y.C DEPT. OF DESIGN & CONSTRUCTION	CAME ACCUANCE
EDGEMERE URBAN RENEWAL AREA	SANITARY AND STORM	12 1,000,020.00	7.01-12	30-30 THOMSON AVENUE	SAME AS OWNER
PHASE C1	SEWERS AND			LONG ISLAND CITY, NY 11101	MEHRABAN AHOURAIE 718-391-1953
BEACH 43RD STREET	WATER MAINS	ļ		2010 102112 0111,111 11101	710-391-1933
FAR ROCKAWAY, NY					
BED-778	INSTALLATION OF TRUNK	\$13,929,929.00	Jun-12	N.Y.C. DEDT. OF DESIGNA CONCEDURATION	
REPLACEMENT OF WATER MAINS	AND DISTRIBUTION	\$13,929,929.00	Jun-12	N.Y.C DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
IN ATLANTIC AVENUE	OF WATER MAINS,			30-30 THOMSON AVENUE	ROBERT YUEH, P.E.
BROOKYLN, NY	INCLUDING LIGHTING			LONG ISLAND CITY, NY 11101	718-250-5001
	AND TRAFFIC WORK				
CONTRACT NO. HD153C2	INSTALL SANITARY	\$37,798,798.00	Jun-14	N.V.C. DEDT. OF DECIDING CONCERNATION	
RECONSTRUCTION OF EDGEMERE	SEWERS AND WATER MAIN	\$37,790,790.00	Jun-14	N.Y.C DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
URBAN RENEWAL AREA, PASE C2	STREET LIGHTING			30-30 THOMSON AVENUE	MEHRABAN AHOURAIE
QUEENS, NY	AND TRAFFIC WORK			LONG ISLAND CITY, NY 11101	718-391-1953
		_			
CONTRACT NO. SEQ200523	INSTALL SANITARY	\$6,803,128,00	Jun-13	NVC DEDT OF DECICAL CONCESSION	
CONSTRUCTION OF SANITARY AND	SEWERS AND WATER MAIN	30,000,120.00	Juli-13	N.Y.C DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
STORM SEWERS AND APPURTENANCES	STREET LIGHTING			30-30 THOMSON AVENUE	Patrick Larkin, P.E.
IN NEW HAVEN AVENUE	AND TRAFFIC WORK	j	1	LONG ISLAND CITY, NY 11101	718-391-1958
BOROUGH OF QUEENS	THE HULL TO WORK	}			

CONTRACT NO. SEQ200508	INSTALL SANITARY & STORM	\$11,411,411.00	Jun-14	NIVE DEDT OF DECIDING CONCESS.	
CONSTRUCTION OF SANITARY AND	SEWERS AND WATER MAIN	\$11,711,411,00	Jui 1-14	N.Y.C DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
STORM SEWERS AND APPURTENANCES	STREET LIGHTING	-		30-30 THOMSON AVENUE	Patrick Larkin, P.E.
IN BAY 32ND STREET	AND TRAFFIC WORK			LONG ISLAND CITY, NY 11101	718-391-1958
BOROUGH OF QUENS]			
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	ELMHURST, N.Y. 11373				MAIN STREET, STATEN ISL., N.Y.	
7L1Z-509 (81 <i>L</i>)	20-11 INCLION BLVD				SEWERS & WATER MAINS IN	
ARVIND PATEL	DEPARTMENT OF ENVIRONMENTAL PROTECTION	DEC' 1668			CONSTRUCTION OF SANITARY & STORM	
SAME AS OWNER	CILA OE PANIDONVENTVI BEOLECTION	10NE 1996/	00.824,746,8\$	SEMER	2E 729/730	8
daleno sv arevs	NON MIN TO MID	7,5001 31011	00 007 270 00	uarias	0021002 20	ľ
	ELMHURST, N.Y. 11373				MOORE \$T, STATEN ISL., N.Y.	
+L1Z-509 (81L)	\$9-17 JUNCTION BLVD				SEWERS & WATER MAINS IN	
MALKMAN WONG	DEPARTMENT OF ENVIRONMENTAL PROTECTION	6661 JUIAA			CONSTRUCTION OF SANITARY & STORM	
SAME AS OWNER	CILA OF NEW YORK	NAR. 1995/	00.364,225,118	гемев	2E 150/131	L
(212) 803-3283	NEW YORK, N.Y. 10017			İ	CONSTRUCTION OF STREET AND UTILITIES	
LARRY FORD, P.E.	633 THIRD AVE.	DEC 1668			QUEENS WEST STAGE I	
блееиз мезт	EMPIRE STATE DEVELOPMENT CORP.	100E 1996/	00.2E8,40T,T&	SEWER	QUEENS WEST - STAGE 1	9
				1	;	
•					61st, 91st. STREETS, QUEENS, N.Y.	
			ł	ļ	AT 35th, 34th, 31st. AVE. & 41st	
		İ		1	SUPPORT AND PROTECTION OF UTILITIES	
	ELMHURST, N.Y. 11373				SEMER REPLACEMENTS	
0961-16£ (814)	29-11 INNCLION BLVD				UP TO 72" DIAMETER & ASSOCIATED	
MICHEAL FARNAN	DEPARTMENT OF ENVIRONMENTAL PROTECTION	OCT. 1999			CONSTRUCTION OF WATER MAINS	
SAME AS OWNER	CILX OF NEW YORK	SEPT, 1993/	00.426,070,06\$	WATER MAIN	QED-935	ç
					CONTROL PRANCE LA COMPUNIO ANT CROSTING	
					& REPLACEMENT OF AMBOY RD. BRIDGE, IN SHARROTT AVE, S.I. N.Y.	
(2)				1	SEWERS, WATERMAINS & REBI ACEMENT OF AMBOY RD	
\$L12-\$09 (81L)	FONG ISLAND CITY, N.Y. 11101	0007 11/11/		HIGHWAY	CONST. OF STORM & SANITARY	
THOMAS FOLEY	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL.	10LY 1996/	00.296,751,822	REMEK	SE-635	l +
IONO SV SIVVS	NOITSHEET OF DESIGN & CONSTBILLION	75001 X 1111	00 290 221 923	/damas	702 ab	ļ .
Ì			1		IN 2T. GEORGE RD., S.I. N.Y.	
			1		SIDEWALKS AND ROAD RESTORATION	
\$417-\$09 (814)	FONG ISEAND CITY, N.Y. 11101				SEWERS, WATERMAINS, CURBS,	
ADAM ALWEISS P.E.	30-30 LHOWSON VAENDE' 319 EF	0002 YAM			CONST. OF STORM & SANITARY	Ì
SAME AS OWNER	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	/£661 'AON	00.511,254,812	SEWER	\$£1/\$£1-3\$	ε
	•			1	IN MAGUIRE AVE, S.I. N.Y.	
					SIDEWALKS AND ROAD RESTORATION	1
pL12-509 (81L)	FONG ISFYND CILLA' N'A' 11101				земекз, мате кмаіиз, сиквз,	
MEDHAT HANNA P.E.	30-30 THOMSON AVENUE, 3rd FL	MAY 2000			CONST. OF STORM & SANITARY	
SYME YS OMNEK	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	/8661 'AON	02.034,998,012	SEMER	Ltl-3S	7
		j		Ì		
					IN SEGUINE AVE., S.I. N.Y.	1
					SIDEMALKS AND ROAD RESTORATION	
þLIZ-\$09 (81L)	LONG ISLAND CITY, N.Y. 11101		1		SEWERS, WATERMAINS, CURBS,	
THOMAS FOLEY P.E.	30-30 THOMSON AVENUE, 3rd FL	SEPT. 2000		1	CONST. OF STORM & SANITARY	
SAME AS OWNER	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	10/1E 1999/	02.261,108,712	SEMEK	2E-988	I
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		an 195 miles	INCOME.	7,11	DESCRIPTION	NO.
TELEPHONE #	TELEPHONE #	COMPLETED	TNUOMA	TYPE	PROJECT NAME, LOCATION DESCRIPTION	ا من
NGINEER REFERENCE	OMNEK KEŁEKENCE\	DATE	CONTRACT	TOARTNOO	MOITATO I BMAIN TO 31 ORG	<u> </u>

	PROJECT NAME, LOCATION	CONTRACT	CONTRACT	DATE	OWNER REFERENCE/	ENGINEER RESERVE
JOB	DESCRIPTION	ТҮРЕ	AMOUNT	COMPLETED	TELEPHONE #	ENGINEER REFEREN TELEPHONE #
NO.						
9	SOUTH STREET FLOW	SLIPPING STORM	\$1,546,536.00	Apr-96	METROPOLITAN DISTRICT COMM.	U.R.S. CONSULTANTS
	SLIPPING STORM DRAIN	DRAIN			555 MAIN STREET	ROBERT BUNCE
	HARTFORD CONNECTICUT				HARTFORD, CONNECTICUT 06142-080	(860)296-4221
						(335,230 1221
10	WEATHERSFIELD COVE	ABATEMENT	\$2,284,060.00	Dec-96	METROPOLITAN DISTRICT COMM.	U.R.S. CONSULTANT
	ABATEMENT FLOW SLIPPING	FLOW SLIPPING		1	555 MAIN STREET	ROBERT BUNCE
	HARTFORD CONNECTICUT				HARTFORD, CONNECTICUT 06142-080	(860)296-4221
					·	
11	SE-711/712	SEWER	\$5,155,353.00	Mar-95	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
	CONST. OF STORM & SANITARY	WATER MAIN			30-30 THOMSON AVENUE, 3rd FL	WALKMAN WONG, P.
	SEWERS, WATERMAINS IN GRANTWOOD AVE. S.I., NY		\$18,435,113.00]	LONG ISLAND CITY, N.Y. 11101	(718) 605-2174
	IN GRANT WOOD AVE. S.I., NT					
12	WAT-BE-SAA/891.1-493	RAW WATER	\$3,850,000.00	Aug-95	CITY OF WILMINGTON, N.C.	BLACK AND VEATO
	RAW WATER TRANSMISSION MAINS	TRANSMISSION			P.O. BOX 1810	KEITH PROFFIT, P.E
	IN WILMINGTON NORTH CAROLINA	MAINS		i	WILMINGTON, NC	(910)672-3600
13	C.R.R.I 93-2	SEWER	\$12,394,190.00	Sep-95	METROPOLITAN DISTRICT COMM.	BETA ENGINEERING
	CONNECTICUT RIVER RELIEF				555 MAIN STREET	WILLIAM SKERPAN
	SEWER INTERCEPTOR PHASE I				HARTFORD, CT. 06142-080	(401) 333-2382
	HARTFORD CT.					SAME AS OWNER
14	SE-280/444	SEWERS	\$4,817,900.00	S 01	VV 0	
• •	CONSTRUCTION OF SANITARY & STORM	WATER MAINS	\$4,617,900.00	Sep-94	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION	SAME AS OWNER
	SEWERS & WATER MAINS				30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	WALKMAN WONG, P.
	IN WOODS OF ARDEN, S.I., NY				CONG ISLAND CITT, N. F. 11101	718-605-2174
15	INTERNAL SANITARY CONSTRUCTION	SEWER	\$666,000.00	May-94	AT&T NASSAU METALS	SAME AS OWNER
					286 RICHMOND VALLEY ROAD	DONALD
			-		STATEN ISLAND, NY 10307	MARGARITONDA
16	SE-580	COMBINED SEWERS	\$7,592,019.00	Mar-94	CITY OF NEW YORK	SAME AS OWNER
i	CONSTRUCTION OF COMBINED OVERFLOW	į			D.E.P.	A.K. CHADDA, P.E.
	& OUTFALL SEWERS IN VERNON BLVD. QUEENS, NY				59-17 JUNCTION BLVD	(728) 595-5536
	Queens, NY				ELMHURST, N.Y. 11373	
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i	·					

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SAME AS ОWNER ALBERT BAIRD (712) 356-9667	NEM AOBK' NA 10001 21 CHYWBEB? 21BEEL D'O'? CILA OE NEM AOBK	Feb-92	00.682,501,72	KEENZE MYTT CONZIENCION OE	SE-II)/303(1991) CONSTRUCTION OF REFUSE WALL STATEN ISLAND, NY TRESH KILLS LANDFILL STATEN ISLAND, NY	†Z
					(1337,300,111,25	'`
(308) 373-3000 MICHYET DIMYKOZ ZYME YZ OMNEK	INTERNATIONAL TECH. CORP. 165 FIELDCREST AVE. EDISON, NI 08837	76-93	00.000,752 \$	гемев	CONSILENCLION PASSIVE GAS VENT TRENCH NO. 609481	£Z
2 SAME AS OWNER SAME AS OWNER	CILL OF NEW YORK 40 WORTH STREET ROOM 838 CITY OF NEW YORK	Feb-92	00.147,486,812	SEWERS	SE-696/697 CONSTRUCTION OF SANITARY & STORM SEWERS & WATER MAINS IN BILLOP AVE., S.I., NY	zz
SAME AS OWNER 212-566-3226	CITY OF NEW YORK 59-17 JUNCTION BLVD. ELMHURST, NY 11373	SG-1qA	00.02 7 ,282,8 2	гемекг Сомвілер	SE-612/613 STORM AND SANITARY SEWERS IN RICHMOND ROAD, S.1., NY	17
NIDOT REGION 2 NEWARK, NI 07144 MARCO VALLEJO	NI DEPT. OF TRANSPORTATION 1035 PARKWAY AVENUE TRENTON, NI 08625	Dec-93	00.525,858,12	вырсе мокк	ВКОАРWAY ВКІРСЕ ОVER И WILMINGTON NORTH CAROLINA	07
SAME AS OWNER	ELMHURST, NY 11373 59-17 JUNCTION BLVD. CITY OF NEW YORK	£6-1 q A	00.E7S,981,2 \$	земек МАТЕК МАГИ	STORM & SAUITARY SEWERS ARMSTRONG AVE. STATEN ISLAND, NY '	61
EDMAKD CYSTALDO, P.E. 330 PHILIP AVE. BOSWELL ENGINEERING	COUNTY OF BERGEN COUNTY OF BERGEN	Oct-93	00.000,002,5\$	SEWER WATER MAINS	ВЕКСЕИ СІІЛ' ИІ НО-НО-КЛЗ ВКООК	81
SAME AS OWNER GEORGE COWAN, P.E. (718)391-2041	ELMHURST, NY 11373 59-17 JUNCTION BLVD. CITY OF NEW YORK	Dec-93	00.E27,289,85\$	БОГГПЛЮИ СОИТВОІТ	TII-TI2 OAKWOOD BEACH POLLUTION CONTROL STATEN ISLAND, NY	Li
ЕИСІИЕЕК КЕГЕКЕИСЕ\ ТЕГЕРНОИЕ #	OMNEK KEFERENCE/	COMPLETED	CONTRACT TNUOMA	СОИТРАСТ ТҮРЕ	PROJECT NAME, LOCATION DESCRIPTION	NO.

Notes: The attached list of work experience was performed by JRCRUZ Corp's principal and employees Evaristo Cruz Jr., Antonio Fazendeiro, Carlos Catao, Peter Vollmer as Principal and Employees of Cruz Construction Corp.

DESCRIPTION TYPE		PROJECT NAME, LOCATION	CONTRACT	CONTRACT	DATE	OWNER REFERENCE/	ENGINEER REFERENCE
23 SM FM 5 & 6 PUMPING STATION STATI	JOB	DESCRIPTION	TYPE	AMOUNT	COMPLETED	TELEPHONE #	
CAPE MAY REGIONAL PLMPPING STATION TO BOX 610 CAPE MAY COURT HOUSE NEW JESSEY 08:10 CONTRACT P13 GRANT AVENUE SEWER BYROVEMENT SEWER SS24,865.00 De-90 ATLANTIC CITY SEWERAGE CO. 1125 ATLANTIC CITY, NI 08401 ATLANTIC CITY, NI 08401 ATLANTIC CITY, NI 08401 ATLANTIC CITY, NI 08401 ATLANTIC CITY, NI 08401 ALEXANDRIA SANITATION AUTH. 85 SO, PAYNE STREET ALEXANDRIA, VIRGINIA SS SO, PAYNE STREET ALEXANDRIA, VIRGINIA SS SO, PAYNE STREET ALEXANDRIA, VA 22313 CONTRACT NIWSA-AWRS-C89001 MANASQUAN WATER TREATMENT PLANT PLANT STATION WATER TREATMENT PLANT S10,418,695.00 Jul-90 NEW JESSEY AMERICAN WATER CO. 661 STREWSBURY, NI 07702 CONTRACT NO 468-A SHEPFELD PHILS FORCE MAIN AND AND SANITARY SEWER FORCE MAIN AND APPURTENANCE WORK NEW AND APPURTENANCE WORK NEW ATER MAIN WATER MAIN APPURTENANCE WORK WORK NEYTONE NEW JESSEY AMERICAN WATER CO. 661 STREWSBURY, NI 07400 May-90 WATER TRANSMISSION MAINS AND APPURTENANT WORK NEYTUNE, NI 07400 WATER MAIN WATER MAIN WATER MAIN WORK NEYTUNE, NI 07702 SAME AS OWNER WULLIAM HEARCE, PI WATER TRANSMISSION MAINS AND APPURTENANT WORK NEYTUNE, NI 07702 NEW JESSEY AMERICAN WATER CO. 661 STREWSBURY, NI 07702 SAME AS OWNER WULLIAM HEARCE, PI	10.			ļ			
CAPE MAY REGIONAL PLMPPING STATION TO BOX 610 CAPE MAY REGIONAL PLMPPING STATION TO BOX 610 CAPE MAY COURT HOUSE NEW JESSEY 69:10 CONTRACT #13 GRANT AVENUE SEWER SS24,865.00 Dec-90 ATLANTIC CITY SEWERAGE CO. 1125 ATLANTIC CITY ATLANTIC CITY, NI 08401 ATLANTIC CITY, NI 08401 TO SEWER MPROVEMENT SEWER SA,544,455.00 Sqp-90 ALEXANDRIA SANITATION AUTH. B3 SO, PAYNE STREET ALEXANDRIA, VA 22313 GREELEY & RANSEN SUITE 502 STILL ALEXANDRIA, VA 22313 GREELEY & RANSEN SUITE 502 STILL ALEXANDRIA, VA 22313 TO CONTRACT NIWSA MRS-C69001 MANASQUAN WATER TREATMENT FLANT MANASQUAN WATER TREATMENT FLANT PLANT CONTRACT NO 468-A SHEPFELD HILLS FORCE MAIN AND AAD SANITARY SEWER FORCE MAIN AND APPURTENANCE WORK TO WATER MAIN APPURTENANCE WORK NORK NORK NORK NORK NORK NORK NORK S2,750,000.00 Mg-90 NEW JESSEY AMERICAN WATER CO. 661 SIREWSBURY, NI 07102 GROSS AMERICAN WATER CO. 663 SIREWSBURY, NI 07102 SAME AS ONNER WILLIAMS WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WORK NETTURE, NI WATER MAIN WHITE WATER TANSMISSION MAINS AND APPURTENANT WORK WORK WORK WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATE	25	SM FM 5 & 6	PUMPING	\$1,059,000,00	May-91	CAPE MAY COUNTY M II A	GANNIET EL EMPLO
CAPE MAY COURT HOUSE NEW JERSEY DELIO CONTRACT F13 GRANT AYENUE SEWER MPROVEMENT SEWER MPROVEMENT SEWER MPROVEMENT SEWER S124,865.00 De-90 ATLANTIC CITY SEWERAGE CO. 1125 ATLANTIC CITY N. 108401 ATLANTIC CITY N. 108401 ALEXANDRIA SANITATION AUTH. 833 SO, PATVIE STREET ALEXANDRIA, VA 22313 SEWER CONTRACT NUWSAMRS-CROOL MATER TREATMENT PLANT TREATMENT PLANT CONTRACT NO. 465-A SHEPPISELD HILLS FORCE MAIN AND APPURTENANCE WORK MATER MANASQUAN WATER TREATMENT PLANT SANITARY SEWER FORCE MAIN AND APPURTENANT WORK NEPTURE, NJ WATER MAIN		CAPE MAY REGIONAL PUMPING STATION	STATION		'		
DONALD MOROSITY (717) 763-7231 SEWER S224,865.00 Dec-90 ATLANTIC CITY SEWERAGE CO. 1125 ATLANTIC CITY N. 10 8401 ATLANTIC CITY, N. 10 8401 TOWNSHIP SEWER REPLACEMENT, TURNEL RESTORATION & APPURTENANT WORK ALEXANDRIA, VIRGINIA SEWER TURNEL SEWER S4,544,455.00 Sep-90 ALEXANDRIA SANITATION AUTH. RESTORATION & APPURTENANT WORK ALEXANDRIA, VIRGINIA CONTRACT NUWSAMRS-C89001 MANASQUAN WATER TREATMENT PLANT TREATMENT PLANT CONTRACT NO 468-A SHEPFELD BILLS FORCE MAIN SANITARY SEWER FORCE MAIN AND APPURTENANTE WORK WATER MAIN WATER M							
26 CONTRACT #13 GRANT AVENUE SEWER IMPROVEMENT 27 GOT SEWER REPLACEMENT, TUNNEL RESTORATION & APPURTENANT WORK. ALEXANDRIA, VIRGINIA 28 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 29 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 29 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 29 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 20 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 20 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 20 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 20 CONTRACT NIVSA-MRS-C59001 MANASQUAN WATER TREATMENT PLANT PLANT 21 SEWER SHEPFIELD HILLS FORCE MAIN AND APPURTENANCE WORK 22 CONTRACT NIVSA-MRS-C59001 MATER MAIN AND APPURTENANCE WORK 21 1,195,038.60 May-90 May-90 MEW JERSEY AMERICAN WATER CO. 661 SIREWSBURY AVENUE WATER TRANSMISSION MAINS AND APPURTENANT WORK NETTURE, NI WATER MAIN WATER MAIN WATER MAIN AND APPURTENANT WORK NETTURE, NI WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WATER MAIN WORK WORK WORK WORK WATER MAIN W					7		•
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GRANT AVENUE SEWER IMPROVEMENT SEWER IMPROVEMENT ATLANTIC CITY, NJ 08401 ATLANTIC CITY, NJ 08	16	CONTRACT #12	CEWED	\$574 P/5 00	B	· · · · · · · · · · · · · · · · · · ·	
SEWER IMPROVEMENT ATLANTIC CITY, NJ 08401 ATLANTIC CITY, NJ 08401 SADDLE BROOK, NJ 07 MILTON HECKER (20) MS-0470 ALEXANDRIA, VIRGINIA SEWER S4,544,455.00 S49-90 ALEXANDRIA SANITATION AUTH. 835 S0, PAYNE STREET ALEXANDRIA, VIRGINIA CAMP SPRING, MD R. CHOENTHALER, P. (20) ISSP-3333 CONTRACT NJWSA-MRS-C89001 MANASQUAN WATER TREATMENT PLANT MANASQUAN WATER TREATMENT PLANT CONTRACT NJWSA-MRS-C89001 MANASQUAN WATER TREATMENT PLANT CONTRACT NO. 468-A SEWER SHEWESBURY, NJ 07702 SHEWESBURY, NJ 07702 CONTRACT NO. 468-A SHEFFIELD HILLS FORCE MAIN AND APPURTENANCE WORK MATER MAIN AND APPURTENANCE WORK WATER MAIN AND APPURTENANT WORK NEPTUNE, NJ WATER MAIN WATER MAIN AND APPURTENANT WORK NEPTUNE, NJ WATER MAIN WATER MAIN WATER MAIN AND APPURTENANT WORK NEPTUNE, NJ WATER MAIN WATER MAIN WATER MAIN WORK WATER MAIN WATER MAIN WORK WATER MAIN WORK WATER MAIN WATER MAIN WORK WORK WATER MAIN WORK WORK WATER MAIN WORK WORK WATER MAIN WATER MAIN WORK WORK WILLIAM H. PEARCE, P. (855) 547-1700 SAME AS OWNER WILLIAM H. PEARCE, P. (855) 547-1700 SAME AS OWNER WILLIAM H. PEARCE, P. (855) 547-1700 SAME AS OWNER WILLIAM H. PEARCE, P. (856) 547-1700 WATER TRANSMISSION MAINS AND APPURTENANT WORK HOLIADEL NI WATER MAIN WORK WILLIAM H. PEARCE, P. (856) 547-1700 WATER MAIN WORK WILLIAM H. PEARCE, P. (856) 547-1700 WATER TRANSMISSION MAINS AND APPURTENANT WORK WORK WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H. PEARCE, P. (856) 547-1700 WILLIAM H.	20		SEWER	\$324,803.00	Dec-90		
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AND APPURTENANT WORK WORK 661 SHREWSBURY AVENUE WILLIAM H. PEARCE, P.I.							(630) 347-1700
HOLMDEL NI	.			\$2,750,000.00	May-90	NEW JERSEY AMERICAN WATER CO.	SAME AS OWNER
HOLMDEL, NJ SHREWSBURY, NJ 07702 (856) 547-1700			WORK			661 SHREWSBURY AVENUE	WILLIAM H. PEARCE, P.E.
		HOLMDEL, NJ	,		•	SHREWSBURY, NJ 07702	(856) 547-1700

(501-563-1004 byrsibynna, ni 01054 119 Littletown Road Blentock & Lucchesi	TOWNSHIP OF PARSIPAUNY PARSIPANNY BLVD. PARSIPANNY, NY 07054	88-12O	00.00€,€€€,७\$	SEWER SEWER	CONTRACT 32-B PARALLEL SO. & EAST INTERCEPTING SEWER AND TUNNEL CONSTRUCTION PARSIPANNY, NJ	88
(201) 935-7521 SAME AS OWNER SAME AS OWNER (609) 465-2311	NI DEPARTMENT OF TRANSPORTATION 1035 PARKWAY AVENUE TRENTON, NI 08625	68-rul	00.601,816,112	BKIDGE MOKK	תאוסא כונג' אז האוסטפ צפגראכפאפאנ	Lξ
CH2M HILL 15 SO. MAIN STREET CAPE MAY CRT. HOUSE, NI 08210 CH2M HILL	CAPE MAY COUNTY M.U.A. PO BOX 610 CAPE MAY COUNTY M.U.A.	68-Int	00.000,008,32	итамяэтам	CMLT-EDS-FM-1 FORCE MAINS AND WATER CROSSINGS CAPE MAY, NJ	9£
(2010 638-6121 SAME AS OWNER	NI WATER SUPPLY AUTHORITY PO BOX 5196 CLINTON, NI 08809	68-12O	00.011,857,912	DUIGMUG MOITAT2	NIWSA-MRS C88002(I-I) PUMPING STATION MANASQUAN RESERVOIR	SE
(201) 267-1700 SAME AS OWNER SAME AS OWNER	SHREWSBURY, NJ 07702 661 SHREWSBURY AVENUE NEW JERSEY AMERICAN WATER CO.	68-15O	63,412,324,00	WATREMAINS	CONTRACT 1 CONTRACT 1	34
CLINTON BOGERT ASSOCIATES 270 SYLVAN AVENUE ENGLEWOOD CLIFTS, NJ MURRAY SLOVIS, P.E.	CITY OF ELIZABETH 50 WINFIELD SCOTT PLAZA ELIZABETH, WJ 07201	06- ns t	00.000,e7e,e \$	гемев	CONTRACT #21 FLUSHING AND STORAGE MODULES ELIZABETH, NJ	EE
SAME AS OWNER WILLIAM H. PEARCE, P.E. (856) 547-1700	NEW JERSEY AMERICAN WATER CO.	May-90	00.000,026,12	МАТЕВМАІИ МОВК	WATER TRANSMISSION MAINS AND APPURTENANT WORK NI	35
ENGINEER REFERENCE/ TELEPHONE #	LEFEDHONE # OMNEK KELEKENCE\	DATE COMPLETE	CONTRACT	CONTRACT	PROJECT NAME, LOCATION DESCRIPTION	JOB NO.

	PROJECT NAME, LOCATION	CONTRACT	CONTRACT	DATE	OWNER REFERENCE/	ENGINEER REFERENCE/
JOB	DESCRIPTION	TYPE	AMOUNT	COMPLETED	TELEPHONE #	TELEPHONE #
NO.		<u> </u>				
39	CONTRACT 1	PUMP	\$1,300,000.00	May-88	COCEN TECHNOLOGIES	00177177011
-	OFFSITE UTULITIES & PUMP	STATION		, may-so	1600 SOUTH STREET	COHEN TECH.
	STATIONS, BAYONE, NJ				SUITE 5000	PO BOX 274
				1	HOUSTON, TX 77002	BEYONNE, NJ 07002 JOE BOLLINGER
1			1			(713) 951-7722
			Ì	1		(1.15) 751 7722
40	295 SEC.IX	PAVING	\$22,630,000.00	Dec-87	NJ DOT	SAME AS OWNER
1	PAVING AND STRUCTURES	AND]	1035 PARKWAY AVENUE	300 KINGS HWY.
İ	TWSPS. OF GREENWHICH , LOGAN	STRUCTURES			TRENTON, NJ 08625	CLARKSBORO, NJ 08020
Ì	W. DEPTFORD AND BOROS OF PAULSBORO GLOUCESTER COUNTY					ROBERT STEWART
	PAULSBORO GLOUCESTER COUNTY					9609) 4236700
41	CONTRACT 2	WATERMAIN	\$6,431,708.00	Dec-87	HUDSON COUNTY UTILITIES	MALCOLM PERNIE
	FORCE MAIN/ PRESSURE SEWER	AND			AUTHORITY AND JERSEY CITY	100 EISENHOWER DRIVE
	JERSEY CITY EAST TO NEWARK	SEWER		!	SEWERAGE AUTHORITY	PARAMUS, NJ
	AND JERSEY CITY, NJ				634 SUMMIT AVENUE	P. JANJIGLAN
	•		1		JERSEY CITY, NJ 07306	(201) 915-0194
42	CONTRACT 4	SEWER	\$2,688,638.00	Dec-87	HUDSON COUNTY UTILITIES	MALCOM PIRNIE
	WILSON AVENUE SEWER]		AUTHORITY & JERSEY CITY	100 EISENHOWER DRIVE
	TO PVSC CONNECTION				SEWERAGE AUTHORITY	PO BOX 36
	NEWARK, NJ				634 SUMMIT AVENUE	PARAMUS, NJ
					JERSEY CITY, NJ 07306	(201) 915-0194
,						
43	CONTRACT 847/700	BRIDGE	\$4,799,749.00	Jul-97	NJ HIGHWAY AUTH.	THE RBA GROUP
	REHAB. OF 12 BRIFGES	WORK			GARDEN STATE PARKWAY	COURTHOUSE PLAZA
	MILEPOST 146.9 TO 150.2				WOODBRIDGE, NJ 07095	60 WASHINGTON STREET
						MORRISTOWN, NJ 07960
						WILLIAM VAN ZANDT
						(201) 845-0470
44	36" WATER TRANSMISSION MAINS	WATERMAINS	\$3,356,998.00	Jun-87	NEW JESREY AMERICAN WATER CO.	SAME AS OWNER
ļ	AND APPURTENANT WORK				661 SHREWSBURY AVENUE	WILLIAM H. PEARCE, P.E.
		;			SHREWSBURY, NJ 07702	(856) 547-1700
İ					WALL TOWNSHIP	HARRY HERMAN
				.		(609) 346-8200
45	ROUTE 80 SECTION 1 AL	BRIDGE WORK	\$14,200,000.00	May-87	NJ DEPT. OF TRANSPORTATION	SAME AS OWNER
	6G&7H			1	1035 PARKWAY AVENUE	WILLIAM RUNCO
	·				TRENTON, NJ 08625	(2010 638-6002

(201) 832-1842				·	1	
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SOMERVILLE, NJ 08876					ьеблуимоск	
11 RTE. 206 S.	TRENTON, NJ 08625				FOR THE TOWNSHIP OF WAYNE	
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t£68-1t5 (609)						
ED MOADEN]			
KING OF PRUSSIA, PA						
FO BOX 368	ATLANTIC CITY, NJ 08401					
	1125 ATLANTIC AVENUE		1		ATLANTIC CITY, NJ	
GANNET FLEMING ENG.	ATLANTIC CITY SEWERAGE	98-guA	\$834,853.00	SEMEKS	EXTENSION OF PACIFIC AVE. SEWERS	ıs
tE68-1ts (609)						
LAWRENCE VEIT, P.E.						1
MERCHANTVILLE, NJ	CAMDEN, NJ 08104					
2. S CENTRE STREET	ì				INTERCEPTOR AND TUNNELS	ł
OBRIEN-KREITZBERG	645 FERRY AVENUE				.96 UAHT 09	ĺ
	CAMDEN COUNTY M.U.A.	98-29G	\$14,180,304.00	TUNNEL WORK	CONTRACT 301 A,B,C	os
0080-868 (102)					,	
WILLIAM VAN ZANDT		1				
MORNISTOWN, NJ 07960		1				
60 WASHINGTON ST.	WOODBRIDGE, NJ 07095	1				
COURTHOUSE PLAZA	GARDEN STATE PARKWAY					
тне ква скоир	VI HIGHWAY AUTHORITY				KEHAB. OF BRIDGES	
	ALIGORALA VICENTIA	98-≎eG	00.228,696,42	BKIDGE MOKK	CONTRACT 84-699	67
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0081-884 (609)	CHERRY HILL, NJ 08002	İ			_	
ИСНАКЪ КОНКВАСН	870 MEKCER STREET				SEMEK CONNECTION	
SAME AS OWNER	TOWNSHIP OF CHERRY HILL				TOWNSHIP OF CHERRY HILL	
	THE MACHINE SO GIRSINGOL	78-16M	00.300,3882	SEMEK CONNECTION	KENITMOKIH INLEKCELLOK	817
•		1		!	ļ	
	NAVESINK/HIGHLANDS				ĺ	
0071-742 (828)	SHREWSBURY, NJ 07702	1				
WILLIAM H. PEARCE, P.E.	PREMEBIES AND SOUR	ļ			İ	
SAME AS OWNER	NEW JERSEY AMERICAN WATER CO.	10 500			AND APPURTENANT WORK	
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0001-222 (102)						
FRANK WEIR, IR.				1	00,110,001,000,000,000	
EDIZON' N1 08818	CAPE MAY COURT HOUSE, NJ 08210				SUB AQUEOUS CROSSINGS	
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CYME: DEESSEE & WCKE	CAPE MAY COUNTY M.U.A.	₹8-1qA	\$14,250,444.00	MOEK HICHMYA	SEVEN MILE BEACH FORCE	97
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TELEPHONE #	LETEBHONE #	COMPLETED	TNUOMA	TYPE	DESCRIPTION	SOL
ENGINEER REFERENC	OMNEK KELEKENCE\					401

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JOB	PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT	DATE	OWNER REFERENCE/	ENGINEER REFERENCE/
NO.	DESCRIPTION	ITPE	AMOUNT	COMPLETED	TELEPHONE #	TELEPHONE #
53	WW/L FM-I 6' THRU 42" FORCE MAIN SUBAQUEOUS CROSSINGS	WATERMAINS	\$10,807,306.00	Мау-86	CAPE MAY COUNTY M.U.A. PO BOX 610 CAPE MAY COURT HOUSE, NJ 08210	CH2M HILL 15 S. MAIN STREET CAPE MAY COURT HOUSE NJ 08210 LARRY SIVAK, P.E. (609) 465-2311
54	CONTRACT R-848 INTERCHANG NO. 11 TOLL PLAZA EXPANSION	HIGHWAY WORK	\$3,853,300.00	1985	NJ TURNPIKE AUTHORITY PO BOX 1121 NEW BRUNSWICK, NJ 08903	EDWARD & KELLY PO BOX 352 WOODBRIDGE, NJ A. BURTON SALLSBURY (201) 636-6751
55	ORADELL AQUEDUCT SEC F. 48" WATER TRANSMISSION LINE PARAMUS, NJ (INST. ONLY)	WATERMAINS		Nov-84	HACKENSACK WATER CO. 200 OLD HOOK ROAD HARRINGTON PARK, NJ 07654	BUCK SEIFERT & JOST PO BOX 1218 ENGLEEWOOD CLIFFS, NJ FRANK DEMICCO (201) 967-5622
56	SE 360B/361B CONTRACT SCO-6093 CONST. 0F 2,700 LF REINFORCED CONCRETE BOX CULVERT AND ROAD RECONSTRUCTION MANOR ROAD, S.I., NY	REINFORCED CONCRETE BOX CULVERT & RD. RECONSTRUCTION	\$5,500,000.00	1984	CITY OF NEW YORK D.E.P. 40 WORTH STREET NEW YORK, NY 10013	SAME AS OWNER FRED TIEDEMANN, P.E.
57	CONTRACT 097-316 BOSTON SUBWAY TUNNEL	SUBWAY TUNNEL WORK	\$44,200,000.00	1984	MASS BAY TRANSPORTATION 500 ARBORWAY JAMAICA PLAIN, MA 02130	SAME AS OWNER ROBERT MACKAY (617) 722-3000
58	CONTRACT C-124 42" THRU 12" INTERCEPTOR	WATERMAINS	\$1,121,000.00	Jul-83	CITY OF NORWALK DEPT. OF PUBLIC WORKS NORWALK, CT 06856	SAME AS OWNER MR. LINNARTZ (203) 846-4357
59	CONTARCT 1002-3-P-3 COLLECTION SYSTEM (168,,000 LF)	COLLECTION SYSTEM	\$13,370,275.00	Jul-83	COUNTY OF NASSAU DEPT. OF PUBLIC WORKS WEST STREET MINEOLA, NY 11501	SAME AS OWNER B. LOGGING (516) 249-2380
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- 1	PROJECT NAME, LOCATION OB DESCRIPTION NO.	CONTRACT TYPE	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
	60 BAY SHORE SEWERS COLLECTION SYSTEM (48,000 LF)	SEWERS	\$2,387,200.00	Jul-82	TOWNSHIP OF BARNEGAT BARNEGAT, NJ 08005	CHARLES H. MACKIE JIM MACKIE (609) 698-3901
	61 CONTRACT B-21 42" THRU 30" INTERCEPTOR	SEWERS	\$2,795,000.00	Jul-82	CITY OF NEW BEDFORD NEW BEDFORD, MA 02740	CAMP DRESSER & MCKEE BOSTON, MA CHARLES LOVERIDGE (617) 742-5151
6	CONTRACT 1 60" THRU 24" INTERCEPTOR (50,000 LF) RIVER CROSSINGS AND TUNNELS	TUNNEL WORK	\$9,680,000.00	Nov-81	CITY OF CONCORD CONCORD, NH 03301	CAMP DRESSER & MACKEE BOSTON, MA BOB COWAN (617) 224-8051
6	25B/259B REINFORCED CONCRETE CULVERT	REINFORCED CONCRETE CULVERT	\$5,949,228.00	Oct-81	CITY OF NY D.E.P. 40 WORTH STREET NEW YORK, NY 10013	SAME AS OWNER BILL LIPSKI (212) 566-8582
6	4 CONTRACT 6 72 & 96 INTERCEPTOR SEWER 13' TUNNEL (5,400 LF)	TUNNEL WORK	\$5,629,624.00	Oct-81	CITY OF TRENTON TRENTON, NJ 08608	CLINTON BOGERT FORT LEE, NJ 07024 JOHANNES DEWAAL (201) 944-1676
65	DEB#P-336 DESIGN & CONST. 24" & 30" WATER PIPELINE (10,900 LF)	WATER MAINS	\$2,485,000.00	Jul-81	STATE OF NJ DIV. OF BLDG. & CONST. TRENTON, NJ 08608	SAME AS OWNER MARK BRIANT (609) 292-4226
66	DBC #P-301 DESIGN & CONST. 800 MM WATER PIPELINE (17,000 LF)	WATER MAINS	\$2,340,000.00	Dec-80	STATE OF NJ DIV. OF BLDG. & CONST. TRENTON, NJ 08608	SAME AS OWNER MARK BRIANT (609) 292-4226
67	CONTRACT 489-C REGULATOR STRUCTURES	REGULATOR STRUCTURES	\$2,340,000.00	Dec-80	PASSAIC VALLEY SEWERAGE AUTH NEWARK, NJ	CHARLES A. MANGANARO 79 MADISON AVENUE NEW YORK, NY 10016
68	CONTRACT 92.101-109 SANITARY INTERCEPTOR AND COLLECTION SYSTEM (154,000 LF) JUNCTION CHAMBERS	SEWERS & JUNCTION CHAMBERS	\$16,600,000.00	Jul-80	TOWN OF FAIRFIELD FAIRFIELD, CT 06430	WHITMAN & HOWARD WELLSLEY, MA 02181 BOB HICKMAN (617) 237-5000

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JOB NO.	PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
69	CONTRACTS 32 & 39 132" INTERCEPTOR (8,850 LF) & JUNCTION CHAMBERS 102" FORCE MAIN (18,350 LF) AND STRUCTURES	SEWERS INTERCEPTORS AND JUNCTION CHAMBERS	\$18,103,983.00	Jul-80	MIDDLESEX COUNTY UTILITIES AUTH. SAYREVILLE, NJ 08872	CHARLES KUPPER PISCATAWAY, NJ 08854 (201) 721-3800
70	INSTALL SEWERS	SEWERS	\$2,977,237.00	Aug-79	TOWNSHIP OF MAHWAH MAHWAH, NJ 07430	ELAM & POPOFF 175 ROCK ROAD GLEN ROCK, NJ 07452
71	24" THRU 30" INTERCEPTOR SEWER. HWY. TUNNEL AND CON RAIL TUNNEL	TUNNEL WORK	\$5,800,000.00	Aug-79	STONY BROOK SEWERAGE AUTH. PRINCETON, NJ 08540	METCALF & EDDY NEW YORK, NY
72	SEWERS AND STRUCTURES 25B/259B	SEWER REINFORCED CONCRETE	\$1,218,266.00 \$5,949,228.00	Sep-78 Oct-81	BOROUGH OF FORT LEE FORT LEE, NJ 07024	MCCLAVE & MCCLAVE 600 GEORGE ROAD CLIFFSIDE PARK, NJ
73	REINFORCED CONCRETE CULVERT SANITARY SEWERS	CULVERT SEWERS	\$2,869,450.00	Jun-78	BOROUGH OF LINCOLN PARK LINCOLN, NJ 07035	PETER S. MARRA 40 EAGLE ROCK AVENUE E. HANOVER, NJ 07936
74	INTERCEPTOR SEWERS	SEWERS	\$1,604,010.00	Nov-77	OCEAN COUNTY SEWERAGE AUTH SEASIDE, NJ	FELLOWS, READ & ASSOC. 310 MAIN STREET TOMS RIVER, NJ 08753
75	SEWER REHABILITATION	SEWER	\$629,827.00	Sep-77	PASSAIC VALLEY SEWERAGE AUTH. SEASIDE, NJ	CHARLES MANGANARO 79 MADISON AVENUE NEW YORK, NY 10016
76	66" & 72" FORCE MAIN INSTALLATION ONLY	WATER MAINS	\$1,325,608.00	Aug-77	NEW CASTLE COUNTY NEW CASTLE, DE 19720	MCA ENGINEERING UNIV. OFFICE PLAZA NEWARK, NJ 19702
77	108" WATER TRANSMISSION MAIN (18,500 LF) AND DISCHARGE STRUCTURE	WATER MAINS	\$9,804,552.00	Apr-77	STATE OF NJ DIV. OF BLDG & CONST. TRENTON, NJ 08625 ROUND VALLEY RELEASE PIPELINE	WHITMAN & HOWARD 1304 ST. PAUL ST. BALTIMORE, MD 21202
78	66",60"&54" INTERCEPTOR (32,000 LF) SIPHON CROSSING, HYW TUNNEL CROSSINGS AND STRUCTURES	TUNNEL WORK	\$5,596,790.00	Sep-76	OCEAN COUNTY SEWERAGE AUTH LAKEWOOD, NJ 08701	FELLOWS, READ & ASSOC. 1304 MAIN STREET TOMS RIVER, NJ
lotes.	The attached list of work experience	use performed by IDCD	117 Corolo prine	ingland and	Inverse Francisco Company	(201) 349-3121

Co. # MAKE OR SELLER DESCRIPTION	Γ	<u> </u>		Ι			
102012 Caterpillar Escavator/Backhoe 340BL AGS00908 2011 10302 Caterpillar Escavator/Backhoe 340BL AGS00908 2011 10303 Caterpillar Escavator/Backhoe 340BL AGS00889 2001 10304 Caterpillar Escavator/Backhoe 340BL AGS00889 2001 10305 Caterpillar Escavator/Backhoe 340BL AGS00889 2001 10305 Caterpillar Escavator/Backhoe 340BL AGS00889 2001 10305 Caterpillar Wheeled Excavator/Backhoe 340BL AGS00889 2001 10305 Caterpillar Wheeled Excavator/Backhoe 340BL AGS00889 2001 10305 Caterpillar Hydraulic Excavator/Backhoe 340BL AGS00889 2001 10305 Caterpillar Hydraulic Excavator/Backhoe 340BL 340BJ 2001 10401 Caterpillar Hydraulic Excavator/Backhoe 350BL 2001 10401 Caterpillar Hydraulic Excavator/Backhoe 350BL 2001 10401 Caterpillar Escavator 440B DELOCO23 2001 10401 Caterpillar Escavator 440B DELOCO23 2001 10401 Caterpillar Escavator 440B DELOCO23 2005 2	co.#	MAKE OR SELLER	DESCRIPTION	SIZE	MODEL	SERIAL#	
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_co. #	MAKE OR SELLER	DESCRIPTION	SIZE	MODEL	SERIAL#	YEAR
703		Ford Escape Hybrid		Escape Hybrid	9H18KB24694	200
801	Chevrolet	Tahoe		Tahoe	13008R268986	200
60901		GMC Envoy		Envoy	55622197422	200
60902		Ford Escape		Escape	59399KC10203	200
61001		Cadillac Escalade		Escalade	MEF5A6177252	201
61002		Chevy Tahoe		Tahoe	CE00AR200161	201
61003		Jeep Grand Cherokee		Cherokee	R78397C508887	201
61101		Chevy Traverse		Traverse	V23DX9S151485 CE044BR169361	200
61102		Chevy Tahoe		Tahoe	JEGOCC240174	201 201
61201	1 -	Dodge Durango Wagon- Plus Trade In		Durango	JEGUCC240174	
70101		3 Trench Sheeting Boxes Radios for trucks				200
70102		Solar Arrow Boards				200
70103 70104		36" Walkbehind Concrete Saw				200
70104		Welder Trailblazer				200
70106		2 Pipe Lasers			· · · · · · · · · · · · · · · · · · ·	200
70108		6 Ton Trailer				
		Trench Box Frame				200
70108		Compressor		P185WJD	324027	200
70109	1 -	• •		P185WJD	327208	200
70110	1 ~	Compressor 60" HP Bucket - Model 200		P 1004ATD	32/200	200 200
70111		Extension Boxes		•		
70112 70113		Thumb Cat 320				200
70113 701 1 4		Trench Sheeting Boxes				200
70301	Noble	40" Walkbehind Sweeper				200
70301		6 Ton Trailer			43L004034	200
70302	•	Lincoln Vantage 500 Diesel Welder			1020400011	200
	•	Wood Mats			1020400011	
70304 70305		Concrete Bucket				200
	- P	Box Containers				
70306 70401		Office Trailers(5) 10x40;12x50;12x60				
70407		Pipe Laser		Dial Grade	5803	
70402		25KW Diesel Generator		Diai Giaue	9003	
70404	f	Godwin Diesel Pump		CD 150M	0334221-45	
70404	Traffic Safety service	Electronic Message Boards (2)		PCMS 1210	01-06734	
406	E.E. Cruz	Electronic Message Board		PONG 1210	01-00134	
	Cotterman	Steel Ladder				
70502		LCN Welder Ranger 305				
70502	Sp[encer Turbine	Vortex Blower Assembly			VBA91101	
70504	Williams Undercarriage			HoPac2300	ADVALIOT	
70505	Essco	Pipe Laser		Topcon	VG4046	200
70506		3" Pumps - 5 HP	. [Гороон	950134-03	.200
70507	Specialty Rentals	Ice Hammer			6195	
70508	Arpielle Equipment	Wacker 125KVA Generator	_		5559111	
70509	Arpielle Equipment	Saw - CC7100			1299138	
70510	Nestor Merrick	Steel Plates			12.55130	
70510 70512	Noble	3" Sub Pump				
70701	Central Jersey Contrac.				312432022646	
70701		Office Trailer - 12x64			R1039	
70703		TriAxle Lowboy Traffer - 70 Ton		Talbert - T3DW		
70704	American Shoring	Slide Rail system		1200011 12014	00004 10 14000	
70704	American Shoring	Slide Ralls - Lining plate Extension				
70706		Cat 365 Bucket			175-4558	
70707	Iron Planet	Cat 322 Stick&Cat 420 Hammer Brac			37324/3024984	
70801	Industrial Welding Sup				3/324/3024904	
70802	Stillwell Supply	Slide Ralls - Lining plate Extension Bender, Bar & Shear			2822	200
70802	Iron Planet	Fecon FTX 90FM w/Mulcher Head			2022	200
		Slide Rails & Lining Plates				
70804 70805	American Shoring Arplelle Equipment	36" Saw	_			
70805	Sipersteins Paint	Speeflo Striping Machine		·		
70807	Nobel Equipment	Concrete Mixer				
70807 70808	American Shoring	Slide Rails - Invoice # 11628				
70808 70809	Briar Construction	Kring Panels, Buckets-Cat 446, Trench				
	American Shoring					
70810	Charlie Milani	Slide Rails, DSR Rolling Struts 10,000 PSI Hydraulic Pump				
70811	1	Box Containers			. ']	•
70813	TRS	Camera Alarm System -Yard	l			
70814	Sitailong					
70815		Box Containers Procesure Steem Closning Machine				
70816		Pressure Steam Cleaning Machine	-			
217		Vulcan Air Pile Hammer				
8		Garage Doors				
70820		Waste Oil Heater	- 1			
	I Iron Planet	Trench Shoring Boxes (3)				

JRCRUZ CORP. SCHEDULE OF OWNED EQUIPMENT

co.#	MAKE OR SELLER	DESCRIPTION	SIZE	MODEL	SERIAL #	MODEL
902	United Rentals	Air Rocksplitter		12		
903	Bucks Fabricating	2 Sediment tanks	1	RO-2262-30-B		
70904	Jersey Rents	15 5HP Power Flo Pumps - 460 Volts		Power Flo		
70905	Foley Rents	Ultra Silent Generator - 110KW		DCA125USJ	8500699	İ
70906	Nobel Equipment	Generator - 3 phases			8800048	ļ
71001	Nobel Equipmenty	Allmand Light Towers (2)				
71002	American Shoring	Slide Rails, DSR Rolling Struts	1			
71003	American Shoring	Slide Ralis, DSR Rolling Struts	l	1		1
71101	Specialty Automotive	Ground Vehicle Lift for Garage	Г			
71201	American Shoring	Slide Rails, DSR Rolling Struts	1			Į
71202	Northeast Remsco	Jersey Barrier				
71203	Arpielle Equipment	500 K Frost Fighter				
71204	Jersey Rents	6 Power Flo Pumps - 5HP	1	Power Flo		
71205	Hertz Rental	Saw/WalkBehind	L	Core Cut		
71206	DCL International	Diesel Particulate Filters (DPF)				
71207	Skyline Steel	Sheet Piles - 53				1
	_					
						



Anticipated Subcontract Work

Contractor:

JRCRUZ Corp.

Contract:

NYCDDC/SE-798

Sanitary Sewers in Armstrong Avenue Borough of Staten Island, NY

Description of Subcontracted Work	<u>Subcontractor</u>	Approximate Value
Pavement Restoration	Not Know @ This Time	\$ 2,919,000.00
Lab Backfill/Compaction	Twin Peaks	\$ 150,000.00
Pre-Construction Photos (Service)	Island Wide	\$ 35,000.00
TV. Inspection/Video Sewers	Oswald Ent.	\$ 65,000.00
On/Off Site Trucking	Not known @ This Time	\$ 3,000,000.00
Landscaping	Not Known @ This Time	\$ 355,000.00
Survey/Construction Report	Not Known @ This Time	\$ 50,000.00
Exterminator	Not Known @ This Time	\$ 350,700.00
Field Testing	Not Known @ This Time	\$ 40,000.00



Anticipated Vendors

Contractor:

JRCRUZ Corp.

Contract:

NYCDDC/SE-798

Sanitary Sewers in Armstrong g Avenue

Borough of Staten Island, NY

Description of Materials

Vendor

Concrete and Stone

Easter Concrete

Stone and Sand

Bruno/CAM

Ductile Iron Pipe & Accessories

U.S. Pipe and Foundry/Atlantic States

Manhole/Catch Basin Castings

General Foundry

Precast Structures

Coastal

Asphalt Binder

Newark Asphalt/Stavola

ESVP Pipe/MJ Gate Valves/Hydrants

Logan/Muller/Smith/Sigma

Sand/Recycled Concrete/Clean Fill

Bruno/CAM

			PAY		CUMULATIVE	TOTAL
јов	DUE FROM	PAYMENT NUMBER	PERIOD ENDING	ACCOUNTS RECEIVABLE	RETAINAGE RECEIVABLE	TOTAL RECEIVABLE
FT. HAMILTON PKWY. JOB # SE - 774 BROOKLYN, NY REG. # 2004 0024184	NYCDDC	23	FINAL	41,094.47	3,719.26	44,813.73
THURSBY AVE. JOB # SEQ200453 QUEENS, NY REG. # 2005 0037744	NYCDDC	23	RETAINAGE	2,023.76	0.00	2,023.76
EDGEMERE - PHASE 1 JOB # HD-153C1 QUEENS, NY	NYCDDC VERIZON	35	07/31/14	0.00	516,174.92	516,174.92
REG. # 2008 0039698 ATLANTIC AVE. JOB # BED 778 BROOKLYN, N.Y.	NYCDDC VERIZON	31 32	3/31/2014 - C.O. 08/31/14	0.00 0.00 0.00	180,003.35	180,003.35 0.00 0.00
REG. # 2010 1423883	CON EDISON			0.00		0.00
EDGEMERE - PHASE C2 JOB # HD-153C1 QUEENS, NY REG. # 2011 1422936	NYCDDC VERIZON	28 29 6	11/27/14 01/31/15 03/13/15	0.00 1,623,320.64 200,000.00	0.00 869,363.40	0.00 2,492,684.04 200,000.00
NEW HAVEN AVE. JOB # SEQ200523	NYCDDC	14	12/31/13	0.00	291,262.22	291,262.22
QUEENS, NY REG. # 2012 1402056	TIME WARNER	1	11/25/14	0.00	0.00	0.00
BAY 32ND ST. JOB # SEQ200508 QUEENS, NY REG. # 2012 1401891	NYCDDC VERIZON	31 32 B32-002	12/31/14 01/30/15 11/12/14	0.00 355,368.44 0.00	0.00 478,264.33 0.00	0.00 833,632.77 0.00
WATERBURY AVE. JOB # SEX20045	NYCDDC	17	01/31/15	0.00	311,235.48	311,235.48
BRONX, NY REG. # 2012 1444569	VERIZON	3	03/10/15	40,000.00	0.00	40,000.00
O'GORMAN AVE. JOB # SER200200	NYCDDC	15	05/27/14	0.00	254,125.86	254,125.86
REG. # 2012 1445031	CON EDISON	CE-001	04/11/14	0.00	0.00	0.00
BERTRAM AVE. JOB # SER002311 STATEN ISLAND, NY REG. # 2014 1407653	NYCDDC NYCDDC CON EDISON	8 9 1	11/292014 01/312015 09/22/14	0.00 0.00 0.00	0.00 317,865.07	0.00 317,865.07 0.00
RICHARD AVE. JOB # SE 734 STATEN ISLAND, NY REG. # 2014 1417465	NYCDDC	1	01/31/15	0.00	1,970.58	1,970.58
NEWARK AVE. SEWER JERSEY CITY, NJ. CONTRACT # NA-2013-47	JERSEY CITY MUA	8 9	01/31/15 02/28/15	0.00 329,161.91	0.00 85,352.32	0.00 414,514.23
NEW STAPLETON RACT # 19720006 TEN ISLAND, NY	NYCEDC HOMEPORT LLC	6 7 2	01/09/15 02/07/15 11/29/14	0.00 29,071.08 0.00	0.00 488,189.30 35,000.00	0.00 517,260.38 35,000.00
BERGEN BASIN SEWER CONTRACT #CS-JA-BBS	NYCDEP	2	01/31/15	0.00	144,441.11	144,441.11
TOTALS				2,620,040.30	3,976,967.20	6,597,007.50

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JRCRUZ. Corp 675 Line Road Aberdeen, NJ 07747

Preliminary Construction Schedule
Owner: New York City Department of Design and Constru
Contractor: JRCRUZ Corp.
CCD: 1085 CCDS From NTP - 36 Months
Contract: SE-798 (Armstrong Avenue)

Activity Description		Αp	r-15		
	WK-1	WK-2	WK-3		
Contract Award - DDC		200	<i>y</i> .%		
Notice to Proceed - DDC					
Submittals/Permits			_		
Water Main Work					
Sanitary Sewer Work					
Storm Sewer Work					
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Activity Description			Jai	1-16
	wk	-1	WK-2	WK-3
Contract Award - DDC				
Notice to Proceed - DDC				
Submittals/Permits				
Water Main Work				
Sanitary Sewer Work	33	ķ.	100	34
Storm Sewer Work				
Site Restoration		ì		
Final Clean Up/Punch List				
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Activity Description		Ma	ır-17
	WK-1	WK-2	WK-3
Contract Award - DDC			$\overline{}$
Notice to Proceed - DDC			
Submittals/Permits			
Water Main Work			
Sanitary Sewer Work			
Storm Sewer Work		Ą	100
Site Restoration			100
Final Clean Up/Punch List			250.00

VENDEX COMPLIANCE

- (A) <u>Vendex Fees</u>: 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:	JRCRUZ Corp.
Bidder's Address:	675 Line Road, Aberdeen, NJ 07747
Bidder's Telephone	Number: 732-290-0700
Bidder's Fax Numb	
Date of Bid Openin	g: March 3, 2015
PROJECT ID:	SE798

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

(1)	<u>Submission of Vendex Questionnaires to MOCS</u> : 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, 9 th Floor, New York, New York 10007.
	Date of Submission:
	Ву:

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

(Signature of Partner or corporate officer)

(Signature of Partner or corporate officer)

Evaristo Cruz, Jr., President Print Name:

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 oriminal charges.

	•	
J. Evaristo Cruz,		, being duly sworn, state that I have read
• '	nter Your Name	
as identified on page changed. I further ce	one of this form and or rtify that, to the best of accurate; and that,	The vendor questionnaire and any submission of change certify that as of this date, these items have not of my knowledge, information and belief, those answers to the best of my knowledge, information, and belief, e, and accurate.
principal questionnair	e(s) and any submiss	submitting vendor that the information contained in the sion of change identified on page two of this form have ontinue, to the best of my knowledge, to be full, complete
i understand that the additional inducemen	City of New York will to enter into a contr	rely on the information supplied in this certification as act with the submitting entity.
	dor questionnaire (s) :	submitted for the vendor doing business with the City.
Name of Submitting E	ntity: JRCRUZ Co	rp.
Vendor's Address:	OZE I in a Daniel Al	berdeen, NJ 07747
Vendor's EIN or TIN:	22-3373796	Requesting Agency: NYC DDC
Are you submitting th	is Certification as a p	arent? (Please oircle one) Yes (No)
Signature date on the	last full vendor ques	tionnaire signed for the submitting vendor: 3/19/14
Signature date on cha	ange submission for t	he submitting vendor:
	The state of the s	••• · · · · · · · · · · · · · · · · · ·



Principal QuestionnaireThis section refers to the most recent principal questionnaire submissions.

Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1 Evaristo Cruz, Jr.	3/19/14	
2 David S. Cruz	3/19/14	
Matthew J. Cruz	3/19/14	
4		
5		
ő	1.	
Check if additional changes were sub-	mitted and attach a document with the	e date of additional submissions.
Evaristo Cruz, Jr. Name (Print)		
President Title		
JRCRUZ Corp.		•
Name of Submitting Entity		March 3, 2015
Signature Notarized By:		Date
Louis	Monmouth	2221271
Notary Public Sworn to before me on: this 3rd		License Number ROSIE CATAO ID # 2221271 NOTARY PUBLIC TATE OF NEW JERSEY Imission Expires Jan. 22, 2019

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH <u>IRAN DIVESTMENT ACT</u>

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

[Please Check One]

BIDDE	R'S CERTIFICATION
X	By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
	I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.
Dated:	Aberdeen New York Jersey March 3, 20 15
· · · ·	SIGNATURE
	Evaristo Cruz, Jr.
	PRINTED NAME
	President
	before me this ay of Mar, 20 15
Notary P	ublic
Dated:	March 3, 2015 ROSIE CATAO ID # 2221271 NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires Jan. 22, 2019

THE CITY OF NEW YORK DEPARTMENT OF SMALL BUSINESS SERVICES DIVISION OF LABOR SERVICES CONTRACT COMPLIANCE UNIT 110 WILLIAMS STREET NEW YORK, NEW YORK 10038

PHONE:

(212) 513-6323

FAX:

(212) 618-8879

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

The City of New York
Department of Small Business Services
Division of Labor Services
Contract Compliance Unit
110 William Street
New York, New York 10038

Phone: (212) 513 - 6323 Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

CONTRACT FUNDING SOURCE	CONTRACTOR	CONTRACT VALUE	***SUBMISSION REQUIREMENT		
Federal/Federally assisted	Prime and subcontractors	\$10,000 or greater	Construction Employment Report		
	Prime contractor	\$1,000,000 or greater			
City and state funded	0.1	\$750,000 or greater			
	Subcontractor	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:

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

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information
Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 7 – 11: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.

Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 13: Please provide the number of permanent employees in your company.

Question 14a-g: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.

- Questions 15 18: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:
 - · General Information section
 - Part I Contractor/Subcontractor Information
 - · Form B Projected Workforce
 - Signature Page

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

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

Question 18:

If the company was audited by the OFCCP, also provide the following:

- Identify the reviewing OFCCP office by its name and address
- If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.
- Question 19:

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

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

- Questions 20a j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 20a, 20b, etc.)
- Questions 21a h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).
- Question 22: Inquires into where and how I-9 forms are maintained and stored.
- Questions 23a e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copes 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	2. Nature of the	3. Position(s) of the	4. Was an investigation	Current status of the
complaint(s)	complaint(s)	complainant(s)	conducted?	disposition
, , ,	• • •		Y/N	

Question 28:

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

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

Question 29:

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

Question 30:

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

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

Fax: (212) 618-8879 CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1.	Your contractual relationship in this contract is:	Prime contractor Subcontractor
1a.	Are M/WBE goals attached to this project? Yes	No <u></u>
2.	Please check one of the following if your firm would City of New York as a:	like information on how to certify with the
	Minority Owned Business EnterpriseWomen Owned Business EnterpriseDisadvantaged Business Enterprise	Locally Based Business Enterprise Emerging Business Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE or certified with?	DBE, what city/state agency are you No _X_
3.	Please indicate if you would like assistance from SE contracting opportunities: Yes No_ $\overset{X}{\underline{}}$	BS in identifying certified M/WBEs for
4.	Is this project subject to a project labor agreement?	Yes No _X
5.	Are you a Union contractor? Yes X No with Operating Engineers Local 14, 15, Laborers Timbermen Local 1536.	lf yes, please list which local(s) you affiliated Local 731, 1010, Dockbuilders Local 1556
6.	Are you a Veteran owned company? Yes No	X
PART	1: CONTRACTOR/SUBCONTRACTOR INFORMAT	TION
7.	22-3373796	engineering@jrcruz.com
••	Employer Identification Number or Federal Tax I.D.	Email Address
8.	JRCRUZ Corp.	
•.	Company Name	
9.	675 Line Road, Aberdeen, NJ 07747	•
•	Company Address and Zip Code	
10.	Evaristo Cruz, Jr., P.E.	732-290-0700
	Chief Operating Officer	Telephone Number
11.	Same	
	Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same")	Telephone Number
12.	Same	
	Name of Prime Contractor and Contact Person (If same as Item #8, write "same")	

	(a) Nar 	me and address of OFCCP office.
		s a Certificate of Equal Employment Compliance issued within the past 36 months? \underline{X} No
	lf ye	es, attach a copy of such certificate.
	(c) We	re any corrective actions required or agreed to? Yes No_X
	If ye	es, attach a copy of such requirements or agreements.
	(d) We	re any deficiencies found? Yes No_X_
	If ye	es, attach a copy of such findings.
19.	is respo	company or its affiliates a member or members of an employers' trade association which consible for negotiating collective bargaining agreements (CBA) which affect construction $\frac{X}{X}$ No GCA
	If yes, a	attach a list of such associations and all applicable CBA's.
ם אם	rus noc	UMENTS REQUIRED
PAR		
20.	brochur	following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(les) are unwritten, attach a full explanation ractices. See instructions.
	<u>Y</u> (a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
	<u>Y</u> (b)	Disability, life, other insurance coverage/description
	<u>N</u> (c)	Employee Policy/Handbook
	<u>N</u> (d)	Personnel Policy/Manual
	<u>N</u> (e)	Supervisor's Policy/Manual
	<u>Y</u> (f)	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
	<u>Y</u> (g)	Collective bargaining agreement(s).
	Y (h)	Employment Application(s)
	<u>N</u> (i)	Employee evaluation policy/form(s).
	<u>Y</u> (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_ \overline{X}
	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_ \overline{X}
	If yes, attach a log. See instructions.
29.	Are there any jobs for which there are physical qualifications? Yes No_ X
	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_ \overline{X} If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

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

- Do you plan to subcontractor work on this contract? Yes____ No_
- If yes, complete the chart below. 'n

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
NOT KNOWN AT THIS TIME	TIME		÷	
			·	

*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

Page 8
Revised 8/13
FOR OFFICIAL USE ONLY: File No._

FORM B: PROJECTED WORKFORCE

Trade: Onerating Funinears			N	MALES			¢	Ľ	FEMALES		
cromgar grampo		(1) White	Bjack (2)	(3)	4	(2)	(6) \\\\\		(8)	(6)	(10)
Jnion Affiliation, if applicable 14 & 15		Non Hisp.	Non Hisp.	Hisp.	Asían	Native Amer.	Non Hisp.	Non Hisp.	Hisp.	Asian	Native Amer
Fotal (Col. #1-10):	7	4									
fotal Minority. Male & Female	I										
Col. #2,3,4,5,7,8,9, & 10):	∢										
Fotal Female Col. #6 – 10):	TRN										
	TOT	4									

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

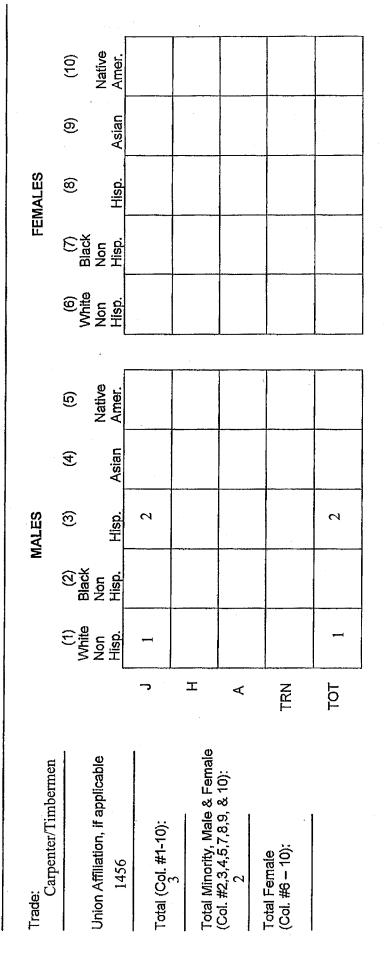
FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

(A) Apprentice (TRN) Trainee

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



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

Page 11 Revised 8/13 FOR OFFICIAL USE ONLY: File No._

FORM C: CURRENT WORKFORCE

Col. #6-10): Total Female Total Total Female Total Total Female Total Total Female Total Total Female Total Total Female Total Total Total Female Total	Trade:			2	MALES				띮	FEMALES		
if applicable Non Non Native Native Non Mon Mon Asian 10): J 12 Hisp. Asian Hisp. Hisp. Asian 0): A Asian Amer. Hisp. Hisp. Asian A Asian Asian Asian Hisp. Asian A Asian Asian Asian Asian TRN TOT 12 Asian Asian	Operators		(1) White	(2) Big (2)	ල	(4)	(2)	(6) \\\\hite		(8)	(6)	(10)
J 0): Male & Female ,8,9, & 10): A TRN TRN TOT	Union Affiliation, if applicable $14 \ \& \ 15$		Non Hisp.	Non Hisp.	Hisp.	Asian	Native Amer.	Non Hisp.	I	Hisp.	Asian	Native Amer.
Male & Female ,8,9, & 10): A TRN TRN	Total (Çol. #1-10):	7	12									
/ale & Female ,8,9, & 10): A TRN TOT	1.2	I										
,8,9, & 10): A TRN TOT	Total Minority, Male & Female	:										
TRN TOT	(Col. #2,3,4,5,7,8,9, & 10):	∢				***						
TOT	Total Female											
	(Col. #6 – 10):	TRN							·	****		
		TOT	12									

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



INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

	Contractor
Dated	



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

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

VOLUME 2 OF 3

INFORMATION FOR BIDDERS CONTRACT PERFORMANCE AND PAYMENT BONDS PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

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

December 2, 2014





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

December 2, 2014

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 26 EXTRA WORK

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

ARTICLE 37

LABOR LAW REQUIREMENTS

ARTICLE 38

PAYROLL REPORTS

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

ARTICLE 70 ELECTRONIC FILING

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

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE14

FINAL ACCEPTANCE OF WORK

ARTICLE 44

SUBSTANTIAL COMPLETION PAYMENT

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

ARTICLE 15 LIQUIDATED DAMAGES

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

ARTICLE 17 SUBCONTRACTS

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

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

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

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

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

ARTICLE 35 EMPLOYEES

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

ARTICLE 38 PAYROLL REPORTS ARTICLE 77 RECORDS RETENTION

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

ARTICLE 42 PARTIAL PAYMENTS

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

ARTICLE 62 TAX EXEMPTION

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

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CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURES

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

1. <u>Description and Location of Work</u>

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-l 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) <u>Deposit for Copy of Invitation For Bids Documents</u>: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.
- (D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

- (E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.
- (F) <u>Additional Copies</u>: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

- (A) The bid-shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.
- (B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

- (A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.
- (B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not have been reasonably anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

Examination of Proposed Contract

- (A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- (B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.
- (C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. <u>Bid Samples and Descriptive Literature</u>

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

- (A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.
- (B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. <u>Bid Evaluation and Award</u>

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) <u>Mistake Discovered Before Bid Opening</u>: 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
 - The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - (e) It is possible to place the agency in the same position as existed prior to the bid.
- (2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond, or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake

therein is strictly prohibited.

If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

- When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:
 - Award to a certified New York City small, minority or woman-owned business entity (1) bidder;
 - (2)Award to a New York City bidder;
 - Award to a certified New York State small, minority or woman-owned business bidder; (3)
 - (4) Award to a New York State bidder.
- If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

- Rejection of Individual Bids: The Agency may reject a bid if: (A)
- The bidder fails to furnish any of the information required pursuant to Section 24 or 28 (1) hereof; or if
- The bidder is determined to be not responsible pursuant to the Procurement Policy Board (2) Rules: or if
- The bid is determined to be non-responsive pursuant to the Procurement Policy Board (3) Rules; or if
- The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid (4) prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.
- Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.
- Rejection of All Bids and Negotiation With All Responsible Bidders: The Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- (D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:
 - 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
 - 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) <u>Submission</u>: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.
- (C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the

Agency Chief Contracting Office or the contract person for this contract.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

26. Bid, Performance and Payment Security

- (A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:
 - (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
 - (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
 - (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.
- (B) <u>Performance and Payment Security</u>: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-l of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.
- (C) <u>Acceptable Types of Security</u>: Acceptable types of security for bids, performance, and payment shall be limited to the following:
 - (1) a one-time bond in a form satisfactory to the City;
 - (2) a bank certified check or money order;
 - (3) obligations of the City of New York; or
 - (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (I) 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) <u>Power of Attorney</u>: 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. <u>Bidder Responsibilities and Qualifications</u>

- (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) <u>Oral Examination on Qualifications</u>: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of

operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the Bid Booklet.

30. <u>Labor Law Requirements</u>

- (A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.
- (B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.
- (C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. <u>Insurance</u>

- (A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.
- (B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. <u>Lump Sum Contracts</u>

- (A) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: 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) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.
- (C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

- (A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.
 - (B) No contractor shall require performance and payment bonds from LBE subcontractors.
 - (C) No Contract shall be awarded unless the contractor first identifies in its bid:
 - (1) the percentage, dollar amount and type of work to be subcontracted; and
 - the percentage, dollar amount and type of work to be subcontracted to LBEs.
- (D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.
 - (1) The "LBE Participation Schedule" shall include:
 - (a) the name and address of each LBE that will be given a subcontract,
 - (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
 - (c) the dates when the LBE subcontract work will commence and end.
 - (2) The following documents shall be attached to the "LBE Participation Schedule":
 - verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
 - (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
 - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
 - (3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
 - (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- 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 its 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.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. <u>DDC Safety Requirements</u>

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS: I. POLICY ON SITE SAFETY.....

POLICY ON SITE SAFETY..... II. DEFINITIONS..... Ш. RESPONSIBILITIES..... IV. SAFETY QUESTIONNAIRE V. SAFETY PROGRAM AND SITE SAFETY PLAN VI. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW VII. EVALUATION DURING WORK IN PROGRESS VIII. SAFETY PERFORMANCE EVALUATION..... IX.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division - Bureau of Quality Assurance and Construction Safety

I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 U.S. Occupational Safety and Health Administration (OSHA) including, but not limited to "Respiratory Protection" (29 CFR 1910.134), "Permit-Required Confined Spaces" (29 CFR 1910.146), and "Hazard Communication" (29 CFR 1910.1200);
- New York State Department of Labor Industrial Code Rule 23 Protection in Construction, Demolition and Excavation;
- □ New York City Construction Codes, Title 28
- □ NYC Department of Transportation Title 34 Chapter 2 Highway Rules
- □ New York State Department of Labor Industrial Code Rule 753
- □ NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazard, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QACS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

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.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. Resident Engineer / Construction Project Manager / Construction Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies
 and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meeting.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project-related accidents and emergencies, as per DDC's Construction Safety Emergency Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with
 the Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury
 to the public or workers or possible damage to property.
- Notifies DDC of any emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

B. Contractors

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, or as
 otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the
 Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and
 updated as necessary.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- As part of the Site Safety Plan, prepare a site specific MPT (if not otherwise provided in the contract documents) and comply with all of its provisions.

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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.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

The Site Safety Plan shall apply to all Contractor and subcontractor operations, and shall have at a minimum, the following elements. Each element shall be described in a separate section in the written document. It may be necessary to modify the basic format for certain unique or high-risk projects (such as tunnels or high-rise construction). The basic elements are as follows:

- Responsibility and Organization: Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.
- 2. Communication: Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.
- 3. Job Hazard Assessment: A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.
- 4. Accident/Exposure Investigation: Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.
- 5. Hazard Correction: Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards
- 6. Training: Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

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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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- Welding and Cutting (Hot Work)
- Airborne Contaminants Particulates General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by DDC personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director-QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

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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.

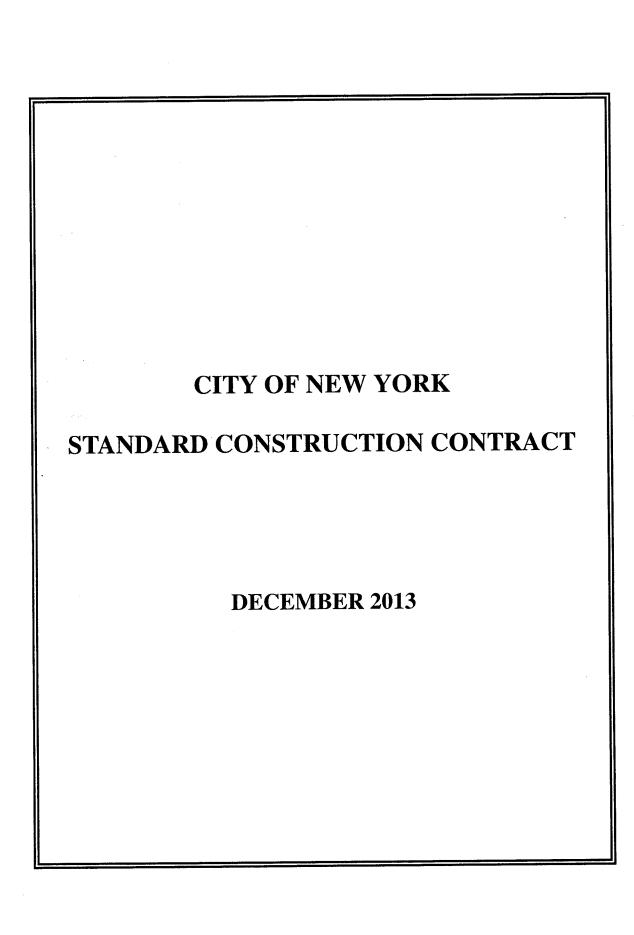
F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of

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.

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WITNESSETH:

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

CHAPTER I THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

- 1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:
 - 1.1.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;
 - 1.1.2 The Contract Drawings and Specifications;
 - 1.1.3 The General Conditions and Special Conditions, if any;
 - 1.1.4 The Contract;
 - 1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids: Bid or Proposal, and, if used, the Bid Booklet;
 - 1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.
- 1.2 Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner of the Agency that is entering into this Contract, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

- 2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:
 - 2.1.1 "Addendum" or "Addenda" shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.
 - 2.1.2 "Agency" shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.
 - 2.1.3 "Agency Chief Contracting Officer" (ACCO) shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

- 2.1.4 "Allowance" shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, e.g., lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.
- 2.1.5 "City" shall mean the City of New York.
- 2.1.6 "City Chief Procurement Officer" (CCPO) shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.
- 2.1.7 "Commissioner" shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.
- 2.1.8 "Comptroller" shall mean the Comptroller of the City of New York.
- 2.1.9 "Contract" or "Contract Documents" shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.
- 2.1.10 "Contract Drawings" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.
- 2.1.11 "Contract Work" shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.
- 2.1.12 "Contractor" shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.
- 2.1.13 "Days" shall mean calendar days, except where otherwise specified.
- 2.1.14 "Engineer" or "Architect" or "Project Manager" shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.
- 2.1.15 "Engineering Audit Officer" (EAO) shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.
- 2.1.16 "Extra Work" shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.
- 2.1.17 "Federal-Aid Contract" shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

- 2.1.18 "Final Acceptance" shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- 2.1.19 "Final Approved Punch List" shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.20 "Law" or "Laws" shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.
- 2.1.21 "Materialman" shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.
- 2.1.22 "Means and Methods of Construction" shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.23"Notice to Proceed" or "Order to Work" shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.
- 2.1.24 "Other Contractor(s)" shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.
- 2.1.25 "Payroll Taxes" shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.26 "Project" shall mean the public improvement to which this Contract relates.
- 2.1.27 "Procurement Policy Board" (PPB) shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- 2.1.28 "Required Quantity" in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.
- 2.1.29 "Resident Engineer" shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.
- 2.1.30 "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
- 2.1.31 "Small Tools" shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

- 2.1.32 "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.
- 2.1.33 "Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.
- 2.1.34 "Substantial Completion" shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the Final Approved Punch List.
- 2.1.35 "Work" shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the Contract Drawings, Specifications, and Addenda, the Work shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the Commissioner.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

- 4.1 Unless otherwise expressly provided in the Contract Drawings, Specifications, and Addenda, the Means and Methods of Construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to reject the Means and Methods of Construction proposed by the Contractor which in the opinion of the Engineer:
 - 4.1.1 Will constitute or create a hazard to the Work, or to persons or property; or
 - 4.1.2 Will not produce finished Work in accordance with the terms of the Contract; or
 - 4.1.3 Will be detrimental to the overall progress of the **Project**.
- 4.2 The Engineer's approval of the Contractor's Means and Methods of Construction, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

- 5.1 The Contractor shall comply with all Laws applicable to this Contract and to the Work to be done hereunder.
- 5.2 Procurement Policy Board Rules: This Contract is subject to the Rules of the PPB ("PPB Rules") in effect at the time of the bid opening for this Contract. In the event of a conflict between the PPB Rules and a provision of this Contract, the PPB Rules shall take precedence.
 - 5.3 Noise Control Code provisions.
 - 5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the City ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the City Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the City Department of Environmental Protection.
 - 5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 et seq. In accordance with such provisions, the Contractor, if the Contractor is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each Site, in which the Contractor shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the Contractor cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the City Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No Contract Work may take place at a Site unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the Contractor shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.
- 5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the Contractor specifically agrees as follows:
 - 5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:
 - 5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a City Agency, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.
 - 5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.
 - 5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of 5

Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

- 5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.
- 5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.
- 5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

- 5.4.2(a) All Contractors shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this Contract.
- 5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), Contractors may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the City Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of Agencies and Contractors. Any such determination shall expire after six (6) months unless renewed.
- 5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the City Agency letting this Contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this Contract, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) Days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the City Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

- 5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the City Agency letting this Contract.
- 5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

- 5.4.3(a) All Contractors shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this Contract. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, Contractors shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The Contractor shall fully document all steps in the best available technology selection process and shall furnish such documentation to the City Agency or the DEP Commissioner upon request. The Contractor shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.
- 5.4.3(b) No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.
- 5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.
- 5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:
 - 5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.
 - 5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.
 - 5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

- 5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.
- 5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.
- 5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

- 5.4.5(a) The Contractor's compliance with Article 5.4 may be independently monitored. If it is determined that the Contractor has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the City shall be reimbursed by the Contractor.
- 5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.
- 5.4.5(c) No Contractor shall make a false claim with respect to the provisions of Article 5.4 to a City Agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

5.4.6 Reporting

- 5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:
 - 5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
 - 5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;
 - 5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

- 5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;
 - 5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and
- 5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).
- 5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 June 30).
- 5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:
 - 5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:
 - 5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.
 - 5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.
 - 5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.
 - 5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

- 5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).
- 5.5.2 Requirements. Contractors and Subcontractors are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.
- 5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor**, and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.
- 5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.
- 5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

- 6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.
- 6.2 The Contractor's obligation hereunder shall include the uncovering or taking down of finished Work and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if Work thus exposed proves satisfactory, and if the Contractor has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article 26. If the Work thus exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.
- 6.3 Inspection and approval by the Commissioner, the Engineer, Project Manager, or Resident Engineer, of finished Work or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such Work may have been previously approved and paid for. Such corrective Work is Contract Work and shall not be deemed Extra Work.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

- 7.1 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such Work at the Contractor's sole cost and expense, as directed by the Resident Engineer. The obligation to deliver finished Work in strict accordance with the Contract prior to Final Acceptance shall be absolute and shall not be affected by the Resident Engineer's approval of, or failure to prohibit, the Means and Methods of Construction used by the Contractor.
- 7.2 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's, and/or its Subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the Site suitable and sufficient protection such as lights, barricades, and enclosures.
- 7.3 The Contractor shall comply with the notification requirements set forth below in the event of any loss, damage or injury to Work, persons or property, or any accidents arising out of the operations of the Contractor and/or its Subcontractors under this Contract.
 - 7.3.1 The Contractor shall make a full and complete report in writing to the Resident Engineer within three (3) Days after the occurrence.
 - 7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."
 - 7.3.2(a) Whenever such notice is sent under a policy on which the City is an Additional Insured, the Contractor shall provide copies of the notice to the Comptroller, the Commissioner and the City Corporation Counsel. The copy to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street Room 1222, New York, New York, 10007. The copy to the Commissioner shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the City Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- 7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.
- 7.4 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold the City, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Contractor and/or its Subcontractors in the performance of this Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of this Contract or of the Law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.
 - 7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.
- 7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The Contractor shall commence the Work on the date specified in the Notice to Proceed or the Order to Work. The time for performance of the Work under the Contract shall be computed from the date specified in the Notice to Proceed or the Order to Work. TIME BEING OF THE ESSENCE to the City, the Contractor shall thereafter prosecute the Work diligently, using such Means and Methods of Construction as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

- 9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and
- 9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and
- 9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and
- 9.1.4 The estimated amount in dollars the Contractor will claim on a monthly basis.
- 9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.
- 9.3 If the Contractor shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional Means and Methods of Construction, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the Contract shall not create any liability for the City if the approved progress schedule is not met.
- 9.4 The Contractor will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

- 10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.
- 10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

- 11.1 After the commencement of any condition which is causing or may cause a delay in completion of the Work, including conditions for which the Contractor may be entitled to an extension of time, the following notifications and submittals are required:
 - 11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

- 11.1.2 If the Contractor shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. On failure of the Contractor to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action arising under or by reason of this Contract shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.
- 11.1.3Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the Commissioner shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the Contractor. Notwithstanding the above, the Commissioner may make a determination as to whether a compensable delay has occurred at any time after the Contractor's first submission of a statement of delay damages provided, however, that the amount of compensation due to the Contractor will not be determined until the Commissioner determines that the Work is delayed after the date set for substantial completion.
- 11.2 Failure of the Contractor to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the Commissioner, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the Contractor to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the Contractor of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.
- 11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

- 11.4.1 The Contractor agrees to make claim only for additional costs attributable to delay in the performance of this Contract necessarily extending the time for completion of the Work or resulting from acceleration directed by the Commissioner and required to maintain the Project schedule, occasioned solely by any act or omission to act of the City listed below. The Contractor also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the Work.
 - 11.4.1.1 The failure of the City to take reasonable measures to coordinate and progress the Work, except that the City shall not be responsible for the Contractor's obligation to coordinate and progress the Work of its Subcontractors.
 - 11.4.1.2 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.
 - 11.4.1.3 The unavailability of the Site for an extended period of time that significantly affects the scheduled completion of the Contract.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the City's breach of a fundamental obligation of the Contract.
- 11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** by a date earlier than the date of **Substantial Completion** provided for in Schedule A unless there is a provision in the **Contract** providing for additional compensation for early completion. No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the work is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A.
- 11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.
- 11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.
 - 11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;
 - 11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or generally recognized as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;
 - 11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's Means and Methods of

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the **City**;

- 11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;
- 11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;
- 11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the City's reasonable responses thereto; and
- 11.5.7 Extra Work which does not significantly affect the overall completion of the Contract, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.
- 11.6 Required Content of Submission of Statement of Delay Damages
 - 11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:
 - 11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.
 - 11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.
 - 11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.
 - 11.6.1.4 Any additional information requested by the Commissioner.

11.7 Recoverable Costs

- 11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:
 - 11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;
 - 11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;
 - 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
 - 11.7.1.4 Insurance and bond costs:
 - 11.7.1.5 Extended field office costs;
 - 11.7.1.6 Extended Site overhead; and
 - 11.7.1.7 Extended home office overhead.
- 11.7.2 Recoverable Subcontractor Costs. When the Work is performed by a Subcontractor, the Contractor may be paid the actual and necessary costs of such subcontracted Work as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

- Non-Recoverable Costs. The parties agree that the City will have no liability for 11.7.3 the following items and the Contractor agrees it shall make no claim for the following items:
 - 11.7.3.1Profit, or loss of anticipated or unanticipated profit;
 - 11.7.3.2Consequential 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 CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT 17

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the City for any damages relating to or arising out of any directions issued by the Engineer pursuant to this Article 12 (including but not limited to the failure of any Other Contractor to comply or promptly comply with such directions), or the failure of the Engineer to issue any directions, or the failure of any Other Contractor to coordinate its work, or the default in performance of any Other Contractor.

- 12.4 The Contractor shall indemnify and hold the City harmless from any and all claims or judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly; and the Comptroller shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the Contractor's failure to comply with the Engineer's directions promptly. Insofar as the facts and Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.
- 12.5 Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the City for the performance of work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such Other Contractor, the Contractor shall have no claim against the City for such damage, but shall have a right to recover such damage from the Other Contractor under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such Other Contractors:
 - 12.5.1 Should any Other Contractor having or who shall hereafter have a contract with the City for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such Other Contractor for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the City shall be allowed the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the City harmless from all such claims. Insofar as the facts and Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.
- 12.6 The City's right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by Contract or by Law.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

- 13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.
- 13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.
- 13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:
 - 13.3.1 By the acts or omissions of the City, its officials, agents or employees; or

- 13.3.2 By the act or omissions of Other Contractors on this Project; or
- 13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).
- 13.3.4 The Contractor shall, however, be entitled to an extension of time for such causes only for the number of Days of delay which the ACCO or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of Articles 9 and 10.
- 13.4 The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work as determined by the ACCO or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.
- 13.5 The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.
- 13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.
- 13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.
 - 13.8 Application for Extension of Time:
 - 13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:
 - 13.8.1(a) The Contractor; the registration number; and Project description;
 - 13.8.1(b) Liquidated damage assessment rate, as specified in the Contract;
 - 13.8.1(c) Original total bid price;
 - 13.8.1(d) The original Contract start date and completion date;
 - 13.8.1(e) Any previous time extensions granted (number and duration); and
 - 13.8.1(f) The extension of time requested.
 - 13.8.2 In addition, the application for extension of time shall set forth in detail:
 - 13.8.2(a) The nature of each alleged cause of delay in completing the Work;

- 13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;
- 13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and
- 13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

- 13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:
 - 13.9.1(a) If the Work is to be completed within six (6) months, the time for performance may be extended for sixty (60) Days;
 - 13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;
 - 13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or
 - 13.9.1(d) If exceptional circumstances exist, the ACCO may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the ACCO shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.
- 13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.
- 13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

- 13.9.4 Neither the granting of any application for an extension of time to the Contractor or any Other Contractor on this Project nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the Contractor or its attorneys in any action or proceeding.
- 13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

- 14.1 Date for **Substantial Completion:** The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.
- 14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.
 - 14.2.1 Inspection: The Engineer has inspected the Work and has made a written determination that it is substantially complete.
 - 14.2.2 Approval of Final Approved Punch List and Date for Final Acceptance: Following inspection of the Work, the Engineer shall furnish the Contractor with a final punch list, specifying all items of Work to be completed and proposing dates for the completion of each specified item of Work. The Contractor shall then submit in writing to the Engineer within ten (10) Days of the Engineer furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of Work. If the Contractor proposes alternative dates, then, within a reasonable time after receipt, the Engineer, in a written notification to the Contractor, shall approve the Contractor's completion dates or, if they are unable to agree, the Engineer shall establish dates for the completion of each item of Work. If the Contractor neither accepts the dates nor proposes alternative dates within ten (10) Days, the schedule proposed by the Engineer shall be deemed accepted. The latest completion date specified shall be the date for Final Acceptance of the Work.
- 14.3 Date of Substantial Completion. The date of approval of the Final Approved Punch List, shall be the date of Substantial Completion. The date of approval of the Final Approved Punch List shall be either (a) if the Contractor approves the final punch list and proposed dates for completion furnished by the Engineer, the date of the Contractor's approval; or (b) if the Contractor neither accepts the dates nor proposes alternative dates, ten (10) Days after the Engineer furnishes the Contractor with a final punch list and proposed dates for completion; or (c) if the Contractor proposes alternative dates, the date that the Engineer sends written notification to the Contractor either approving the Contractor's proposed alternative dates or establishing dates for the completion for each item of Work.
- 14.4 Determining the Date of Final Acceptance: The Work will be accepted as final and complete as of the date of the Engineer's inspection if, upon such inspection, the Engineer finds that all items on the Final Approved Punch List are complete and no further Work remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

- 14.5 Request for Inspection: Inspection of the Work by the Engineer for the purpose of Substantial Completion or Final Acceptance shall be made within ten (10) Days after receipt of the Contractor's written request therefor.
- 14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.
- 14.7 Initiation of Inspection by the Engineer: If the Contractor does not request inspection or reinspection of the Work for the purpose of Substantial Completion or Final Acceptance, the Engineer may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

- 15.1 In the event the Contractor fails to substantially complete the Work within the time fixed for such Substantial Completion in Schedule A of the General Conditions, plus authorized time extensions, or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the sum fixed in Schedule A of the General Conditions, for each and every Day that the time consumed in substantially completing the Work exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the Substantial Completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the Contractor whether or not the Contractor is defaulted pursuant to Chapter X of this Contract. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.
- 15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Contract or by Law.
- 15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

- 16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:
 - 16.1.1 the Engineer shall issue a written determination of Substantial Completion with respect to such part of the Work;

- 16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;
- 16.1.3 the Contractor's guarantee on such part of the Work shall begin on the date of such use by the City; and;
- 16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

- 17.1 The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price fixed in Schedule A of the General Conditions, without prior written permission from the Commissioner. All subcontracts made by the Contractor shall be in writing. No Work may be performed by a Subcontractor prior to the Contractor entering into a written subcontract with the Subcontractor and complying with the provisions of this Article 17.
- 17.2 Before making any subcontracts, the Contractor shall submit a written statement to the Commissioner giving the name and address of the proposed Subcontractor; the portion of the Work and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the Commissioner; and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the Work in accordance with the terms and conditions of this Contract.
- 17.3 In addition to the requirements in Article 17.2, Contractor is required to list the Subcontractor in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of Subcontractor's Work, start and end date of the subcontract and identification of the Subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each Subcontractor within 30 days of making the payment. If any of the required information changes throughout the Term of the Contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a Subcontractor and/or to report Subcontractor payments in a timely fashion may result in the Commissioner declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the Contractor fails to identify a Subcontractor along with the required information about the Subcontractor and/or fails to report payments to a Subcontractor, beyond the time frames set forth herein or in the notice from the City. Article 15 shall govern the issue of liquidated damages.

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

- 17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.
- 17.5 The Commissioner will notify the Contractor in writing whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Contractor may submit another proposed Subcontractor unless the Contractor decides to do the Work. No Subcontractor shall be permitted to enter or perform any work on the Site unless approved.
- 17.6 Before entering into any subcontract hereunder, the Contractor shall provide the proposed Subcontractor with a complete copy of this document and inform the proposed Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Work to be performed and the materials to be furnished under such subcontract, and every such Subcontractor shall expressly stipulate that all labor performed and materials furnished by the Subcontractor shall strictly comply with the requirements of this Contract.
- 17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.
- 17.8 The Commissioner's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractor and of such Subcontractor's officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- 17.9 If the Subcontractor fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the Contractor's failure to make payments where required) to perform the Work in accordance with the terms and conditions of this Contract, the Contractor shall promptly notify the Commissioner and replace such Subcontractor with a newly approved Subcontractor in accordance with this Article 17.
- 17.10 The Contractor shall be responsible for ensuring that all Subcontractors performing Work at the Site maintain all insurance required by Law.
- 17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:
 - 17.11.1 Payment to Subcontractors: The agreement between the Contractor and its Subcontractor shall contain the same terms and conditions as to method of payment for Work, labor, and materials, and as to retained percentages, as are contained in this Contract.
 - 17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.
 - 17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 et seq.).

- 17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the Work.
- 17.12 The Commissioner may deduct from the amounts certified under this Contract to be due to the Contractor, the sum or sums due and owing from the Contractor to the Subcontractors according to the terms of the said subcontracts, and in case of dispute between the Contractor and its Subcontractor, or Subcontractors, as to the amount due and owing, the Commissioner may deduct and withhold from the amounts certified under this Contract to be due to the Contractor such sum or sums as may be claimed by such Subcontractor, or Subcontractors, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.
- 17.13 On contracts where performance bonds and payment bonds are executed, the Contractor shall include on each requisition for payment the following data: Subcontractor's name, value of the subcontract, total amount previously paid to Subcontractor for Work previously requisitioned, and the amount, including retainage, to be paid to the Subcontractor for Work included in the requisition.
- 17.14 On Contracts where performance bonds and payment bonds are not executed, the Contractor shall include with each requisition for payment submitted hereunder, a signed statement from each and every Subcontractor and/or Materialman for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the Subcontractor and/or Materialman for whom payment is requested and shall (i) verify that such Subcontractor and/or Materialman has been paid in full for all Work performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

- 18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.
- 18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.
- 18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.
- 18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.
- 18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

- 19.1 If performance and payment bonds are required, the City shall retain the bid security to ensure that the successful bidder executes the Contract and furnishes the required payment and performance security within ten (10) Days after notice of the award of the Contract. If the successful bidder fails to execute the Contract and furnish the required payment and performance security, the City shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the Contract and furnishes the required payment and performance security, the City shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the Contract by the City.
- 19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.
- 19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:
 - 19.3.1 To compensate the City for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or
 - 19.3.2 To indemnify the City against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

- 20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.
- 20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not requite a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:
 - 20.2.1 Wages and compensation for labor performed and/or services rendered; and
 - 20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.
 - 20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

- 20.3.1 If the Contractor provides a payment bond for a value that is less than one hundred (100%) percent of the value of the Contract Work, the payment bond provided by the Contractor shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.
- 20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.
- 20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.
- 20.3.4 Every person who has furnished labor or material, to the Contractor or to a Subcontractor of the Contractor, in the prosecution of the Work and who has not been paid in full therefor before the expiration of a period of ninety (90) Days after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a Subcontractor of the Contractor but no contractual relationship express or implied with the Contractor shall not have a right of action upon the guarantee unless he/she shall have given written notice to the Contractor within one hundred twenty (120) Days from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the Contractor or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the Contractor by other means, such notice shall be deemed sufficient.
- 20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.
- 20.3.6 The Contractor shall promptly forward to the City any notice or demand received pursuant to Article 20.3.4. The Contractor shall inform the City of any defenses to the notice or demand and shall forward to the City any documents the City requests concerning the notice or demand.
- 20.3.7 All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Engineer along with all written documentation concerning the demand which the Engineer deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the Contractor for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the Contractor and that the demand has not been paid by the Contractor within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the Contractor concerning such demand. The City shall notify the Contractor that a demand has been made. The Contractor shall inform the City of any defenses to the demand and shall forward to the City any documents the City requests concerning the demand.

- 20.3.8 The City shall make payment only if, after considering all defenses presented by the Contractor, it determines that the payment is due and owing to the beneficiary making the demand.
- 20.3.9 No beneficiary shall be entitled to interest from the City, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.
- 20.4 Upon the receipt by the City of a demand pursuant to this Article 20, the City may withhold from any payment otherwise due and owing to the Contractor under this Contract an amount sufficient to satisfy the demand.
 - 20.4.1 In the event the City determines that the demand is valid, the City shall notify the Contractor of such determination and the amount thereof and direct the Contractor to immediately pay such amount to the beneficiary. In the event the Contractor, within seven (7) Days of receipt of such notification from the City, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the Contractor to the beneficiary for the amount of the demand determined by the City to be valid. The Contractor, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the City, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.
 - 20.4.2In the event that the amount otherwise due and owing to the Contractor by the City is insufficient to satisfy such demand, the City may, at its option, require payment from the Contractor of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the City may have under Law or Contract.
 - 20.4.3 In the event the City determines that the demand is invalid, any amount withheld pending the City's review of such demand shall be paid to the Contractor; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.
- 20.5 The provisions of this Article 20 shall not prevent the City and the Contractor from resolving disputes in accordance with the PPB Rules, where applicable.
- 20.6 In the event the City determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.
- 20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.
- 20.8 The Contractor shall not require any performance, payment or other bonds of any Subcontractor if this Contract does not require such bonds of the Contractor.
- 20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the Contractor or its Subcontractors in the prosecution of the Work under this Contract all of the rights and remedies afforded to such persons by such section, including but not limited to, the right CITY OF NEW YORK

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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.
 - 22.1.1Commercial General Liability Insurance: The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this Contract.

- 22.1.1(a) Such Commercial General Liability Insurance shall name the City as an Additional Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.
- 22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.
- 22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at http://www.nyc.gov/html/dob/downloads/rules/1 RCNY 101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.
- 22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.
- 22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The Contractor shall provide, and shall cause its Subcontractors to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract (except for those employees, if any, for which the Laws require insurance only pursuant to Article 22.1.3).
- 22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.
- 22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through Substantial Completion of the Work in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the Commissioner, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.
 - 22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

- 22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.
- 22.1.5 Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
- 22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.
 - 22.1.6(a) Coverage for the City as Additional Insured shall specifically include the City's officials and employees and be at least as broad as provided to the Contractor for this Project.
 - 22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

- 22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Hull and Machinery Insurance with coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.
- 22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.
- 22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.
- 22.2 General Requirements for Insurance Coverage and Policies:
 - 22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.
 - 22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.
 - 22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.
 - 22.2.4 The City's limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
 - 22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
 - 22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

22.3 Proof of Insurance:

- 22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.
- 22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.
- 22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to the Commissioner. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the Contract by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.
- 22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.
- 22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

- 22.4.2 The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.
- 22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner. Upon quitting the Site, except as otherwise directed by the Commissioner, the Contractor shall leave all plant, materials, equipment, tools, and supplies on the Site. Contract time shall continue to run during such periods and no extensions of time will be granted. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.
- 22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.
- 22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.
- 22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the Contractor shall at all times fully cooperate with the City with regard to such potential or actual claim.
- 22.5 Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an Additional Insured thereunder, the Contractor shall ensure that the Subcontractor name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.
- 22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the Commissioner's address as provided elsewhere in this Contract. CITY OF NEW YORK

- 22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.
- 22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.
- 22.9 Materiality/Non-Waiver: The Contractor's failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this Contract or to do anything else required by this Article 22 shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.
- 22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.
- 22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

- 23.1 If any claim shall be made by any person or entity (including Other Contractors with the City on this Project) against the City or against the Contractor and the City for any of the following:
 - (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
 - (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
 - (c) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with this Contract,

the amount of such claim, or so much thereof as the Comptroller may deem necessary, may be withheld by the Comptroller, as security against such claim, from any money due hereunder. The Comptroller, in his/her discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Comptroller

shall pay such judgment or admitted claim out of the monies retained by the Comptroller under the provisions of this Article 23, and return the balance, if any, without interest, to the Contractor.

ARTICLE 24. MAINTENANCE AND GUARANTY

- 24.1 The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.
- 24.2 As security for the faithful performance of its obligations hereunder, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the Comptroller, or obligations of the City, which the Comptroller may approve as of equal value with the sum so required.
- 24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.
- 24.4 If the Contractor has faithfully performed all of its obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) Days after the expiration of one (1) year from the date of Substantial Completion and acceptance of the Work or within thirty (30) Days after the expiration of the guarantee period fixed in the Specifications. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.
- 24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.
- 24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.
- 24.7 If the security payment so deposited is insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.
- 24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.
- 24.9 The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City and shall deliver same to the Commissioner. All of the City's rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the City to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

- 25.1 Changes may be made to this Contract only as duly authorized in writing by the Commissioner in accordance with the Law and this Contract. All such changes, modifications, and amendments will become a part of the Contract. Work so ordered shall be performed by the Contractor.
- 25.2 Contract changes will be made only for Work necessary to complete the Work included in the original scope of the Contract and/or for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work in the Contract.
- 25.3 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:
 - 25.3.1 By applicable unit prices specified in the Contract; and/or
 - 25.3.2 By agreement of a fixed price; and/or
 - 25.3.3 By time and material records; and/or
 - 25.3.4 In any other manner approved by the CCPO.
- 25.4 All payments for change orders are subject to pre-audit by the Engineering Audit Officer and may be post-audited by the Comptroller and/or the Agency.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

- 26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.
 - 26.1.1For 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.
 - 26.1.2If the actual quantity of any unit price item necessary to complete the Work will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the City reserves the right and the Contractor agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the City and Contractor cannot agree on a new unit price, then the City shall order the Contractor and the Contractor agrees to provide additional quantities of the

item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

- 26.2 Extra Work: For Extra Work where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such Extra Work shall be based on the fair and reasonable estimated cost of the items set forth below. For Extra Work where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such Extra Work shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.
 - 26.2.1 Necessary materials (including transportation to the **Site**); plus
 - 26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus
 - 26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such Extra Work; plus
 - 26.2.4 Reasonable rental value of Contractor-owned (or Subcontractor-owned, as applicable), necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. Contractor-owned (or Subcontractor-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the Contractor (or Subcontractor, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-owned (or Subcontractor-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus
 - 26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus
 - 26.2.6 Necessary fees charged by governmental entities; plus

- 26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus
- 26.2.8 Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (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 CITY OF NEW YORK

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25.3.4, or for Extra Work ordered in connection with omitted Work, such method, subject to pre-audit by the EAO, may, at the option of the Commissioner, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the Extra Work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such Subcontractor's Work as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

- 27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.
 - 27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
 - 27.1.2 This Article 27 shall apply only to disputes about the scope of Work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the Contractor disagrees.
- 27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.
- 27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the ACCO or the Engineer. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.
 - 27.4 Presentation of Disputes to Commissioner.

Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Commissioner within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

- 27.4.1 Commissioner Inquiry. The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor, the ACCO, and the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any Other Contractor with a contract related to the Work of this Contract, and that Contractor shall be bound by the decision of the Commissioner. Any Other Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the Contractor initiating the dispute.
- 27.4.2 Commissioner Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Contractor, the ACCO, and Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, as applicable, together with a statement concerning how the decision may be appealed.
- 27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.
- 27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.
 - 27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.
 - 27.5.2 Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Commissioner in connection with the dispute. The Agency may not present to the

Comptroller any material not presented to the Commissioner except at the request of the Comptroller.

- 27.5.3 Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.
- 27.5.4 Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all materials. The Contractor may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.
- 27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:
 - 27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
 - 27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and
 - 27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.
- 27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.
- 27.7.1 Form and Content of Petition by Contractor. The Contractor shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall CITY OF NEW YORK 42 STANDARD CONSTRUCTION CONTRACT December 2013

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

- 27.7.2 Agency Response. Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and Comptroller. Three (3) complete copies of the Agency response shall be provided to the Contract Dispute Resolution Board and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.
- 27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
- 27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.
- 27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution

Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

- 28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:
 - 28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and
 - 28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.
- 28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.
- 28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.
- 28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with CITY OF NEW YORK

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respect to such Extra Work or disputed Work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

- 29.1 If any Contract Work in a lump sum Contract, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid Contract is omitted by the Commissioner pursuant to Article 33, the Contract price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of Work omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.
- 29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.
- 29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.
- 29.4 In the event the Contractor, with respect to any omitted Work, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated into the Work, the Contractor shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the Contractor's delivery of such material and/or equipment in acceptable condition to a location designated by the City.
- 29.5 The Contractor agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted Work.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the Contractor shall claim to be sustaining damages by reason of any act or omission of the City or its agents, it shall submit to the Commissioner within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. Failure of the Commissioner to respond in writing to a written request for additional time within thirty (30) Days shall be deemed a denial of the request. On failure of the Contractor to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action or dispute resolution procedure arising under or by reason of this Contract shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

- 30.2 In addition to the foregoing statements, the Contractor shall, upon notice from the Commissioner, produce for examination at the Contractor's office, by the Engineer, Architect or Project Manager, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract, and submit itself and persons in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.
- 30.3 In addition to the statements required under Article 28 and this Article 30, the Contractor and/or its Subcontractor shall, within thirty (30) Days upon notice from the Commissioner or Comptroller, produce for examination at the Contractor's and/or Subcontractor's office, by a representative of either the Commissioner or Comptroller, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract. Further, the Contractor and/or its Subcontractor shall submit any person in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.
- 30.4 Unless the information and examination required under Article 30.3 is provided by the Contractor and/or its Subcontractor upon thirty (30) Days' notice from the Commissioner or Comptroller, or upon the Commissioner's or Comptroller's written authorization to extend the time to comply, the City shall be released from all claims arising under, relating to or by reason of this Contract, except for sums certified by the Commissioner to be due under the provisions of this Contract. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the City to recover any sum in excess of the sums certified by the Commissioner to be due under or by reason of this Contract, the Contractor must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.
- 30.5 In addition, after the commencement of any action or dispute resolution procedure by the Contractor arising under or by reason of this Contract, the City shall have the right to require the Contractor to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the Contractor hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

- 32.1 The Engineer or Architect or Project Manager, in addition to those matters elsewhere herein delegated to the Engineer and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the Commissioner:
 - 32.1.1 To determine the amount, quality, and location of the Work to be paid for hereunder; and
 - 32.1.2 To determine all questions in relation to the Work, to interpret the Contract Drawings, Specifications, and Addenda, and to resolve all patent inconsistencies or ambiguities therein; and
 - 32.1.3 To determine how the Work of this Contract shall be coordinated with Work of Other Contractors engaged simultaneously on this Project, including the power to suspend any part of the Work, but not the whole thereof; and
 - 32.1.4 To make minor changes in the Work as he/she deems necessary, provided such changes do not result in a net change in the cost to the City or to the Contractor of the Work to be done under the Contract; and
 - 32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.
- 32.2 The foregoing enumeration shall not imply any limitation upon the power of the Engineer or Architect or Project Manager, for it is the intent of this Contract that all of the Work shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the Engineer or Architect or Project Manager is expressly called for herein.
- 32.3 The Engineer or Architect or Project Manager shall not, however, have the power to issue an Extra Work order, except as specifically designated in writing by the Commissioner.

ARTICLE 33. THE COMMISSIONER

- 33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:
 - 33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and
 - 33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and
 - 33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:
 - 33.1.3(a) In the interest of the City generally; or

- 33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or
- 33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

- 34.1 Neither the City nor any Agency, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the City, the Commissioner, the Engineer, the Resident Engineer, or any other official, agent or employee of the City, either before or after the final completion and acceptance of the Work and payment therefor:
 - 34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and
 - 34.1.2 From demanding and recovering from the Contractor any overpayment made to it, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of its Contract.

CHAPTER VIII LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

- 35.1 The Contractor and its Subcontractors shall not employ on the Work:
 - 35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or
 - 35.1.2 Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor or its Subcontractors, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by Other Contractors or their Subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the City, its Agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may, upon certification of the Commissioner, be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the City to take action against it as set forth in Chapter X of this Contract, or such other article of this Contract as the Commissioner may deem proper; or
- 35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the Contractor and its Subcontractors shall not employ on the Work any apprentice, unless he/she is a registered individual, under a bona fide program CITY OF NEW YORK

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registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

- 35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.
- 35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,
 - 35.3.1 The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the CCPO, ACCO, Agency head, or Commissioner.
 - 35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - 35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:
 - 35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and
 - 35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

- 35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- 35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of \$100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
- 35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

- 36.1 The Contractor specifically agrees, as required by Labor Law Section 220-e, as amended, that:
 - 36.1.1 In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;
 - 36.1.2 Neither the Contractor, Subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color or national origin;
 - 36.1.3 There may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of fifty (\$50.00) dollars for each person for each Day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
 - 36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.
 - 36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this Contract.
- 36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:
 - 36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

- 36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
- 36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.
- 36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.
- 36.3 This Contract is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:
 - 36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and
 - 36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and
 - 36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and
 - 36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and
 - 36.3.5 Will furnish, before the award of the Contract, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (DLS) and will permit access to its books, records, and accounts by the DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 36.4 The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the DLS, the Director of the DLS may direct the Commissioner to impose any or all of the following sanctions:

- 36.4.1 Disapproval of the Contractor; and/or
- 36.4.2 Suspension or termination of the Contract; and/or
- 36.4.3 Declaring the Contractor in default; and/or
- 36.4.4 In lieu of any of the foregoing sanctions, the Director of the DLS may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

- 36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:
 - 36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and
 - 36.5.2 Any failure to comply with this Article 36.5 may subject the Contractor to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the Contractor to be in default, cancellation of the Contract, or any other sanction or remedy provided by Law or Contract.

ARTICLE 37. LABOR LAW REQUIREMENTS

- 37.1 The Contractor shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this Contract.
- 37.2 The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:
 - 37.2.1 Hours of Work: No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one (1) Day, or more than five (5) Days in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.
 - 37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

- 37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.
- 37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's Work to laborers, workers, or mechanics employed upon the Work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the Comptroller in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.
- 37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the Work under this Contract. In the event that a trade not listed in the Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from the Agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this Contract at the price at which the Contract was awarded.
- 37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.
- 37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.
- 37.4 Prevailing Wage Enforcement: The Contractor agrees to pay for all costs incurred by the City in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the Agency or the Comptroller, where the City discovers a failure to comply with any of the requirements of this Article 37 by the Contractor or its Subcontractor(s). The Contractor also agrees that, should it fail or refuse to pay for any such investigation, the Agency is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.
 - 37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:
 - 37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

- 37.5 The Contractor and its Subcontractors shall within ten (10) Days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the Contractor and its Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the Contractor and its Subcontractors shall continue to keep such notices posted in such prominent and conspicuous places until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services required to be furnished or rendered under this Contract.
- 37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:
 - 37.6.1 Notices Posted At Site: Post, in a location designated by the City, schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the Site, the City notice that this Project is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the City directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the City. The Contractor shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete; and
 - 37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and
 - 37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this Contract, in a form provided by the Agency, that this Project is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the Work under this Contract is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the Contractor and all Subcontractors and all employees of suppliers entering the Site. At the time of distribution, the Contractor shall have each worker, laborer or mechanic sign a statement, in a form provided by the Agency, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

- 37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and
- 37.6.4 Site Laminated Identification Badges: The Contractor shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the Contractor shall require as a condition of employment on the Site, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the City. The Commissioner may grant a written waiver from the requirement that the laminated identification badge include a photograph if the Contractor demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and
- 37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and
- 37.6.6 Provision of Records: The Contractor and Subcontractor(s) shall produce within five (5) Days on the Site of the Work and upon a written order of the Engineer, the Commissioner, the ACCO, the Agency EAO, or the Comptroller, such records as are required to be kept by this Article 37.6; and
- 37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and
- 37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.
- 37.7 The Contractor and its Subcontractors shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the Contractor or Subcontractor(s) to comply with the provisions of this Article 37.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.
- 37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of CITY OF NEW YORK

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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:
 - 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
 - Attendance sheets for each Day on which any employee of the Contractor 38.3.2 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
 - Any other information to satisfy the Engineer, the Commissioner, the ACCO, 38.3.3 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.

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ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the Work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract voidable at the sole discretion of the City.

CHAPTER IX PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The City shall pay, and the Contractor agrees to accept, in full consideration for the Contractor's performance of the Work subject to the terms and conditions hereof, the lump sum price or unit prices for which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the Commissioner under Article 25, less credit for any Work omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

- 41.1 Within fifteen (15) Days after the commencement date specified in the Notice to Proceed or Order to Work, unless otherwise directed by the Resident Engineer, the Contractor shall submit to the Resident Engineer a breakdown of its bid price, or of lump sums bid for items of the Contract, showing the various operations to be performed under the Contract, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the Resident Engineer.
- 41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.
- 41.3 The Contractor shall also submit such other information relating to the bid breakdown as directed by the Resident Engineer. Thereafter, the breakdown may be used only for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the City, the Commissioner, or the Engineer for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

- 42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.
- 42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

- 42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.
- 42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

- 43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.
- 43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
 - 43.3 Determination of interest due will be made in accordance with the PPB Rules.
- 43.4 If the Contractor is paid interest, the proportionate share(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).
- 43.5 The Contractor shall pay each Subcontractor or Materialman not later than seven (7) Days after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or Materialman under this Contract.
 - 43.5.1 If Contractor fails to make any payment to any Subcontractor or Materialman within seven (7) Days after receipt of payment by the City pursuant to this Article 43.5, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at the rate of interest in effect on the date such payment is made by the Contractor computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the Day immediately following the expiration of the seventh Day following receipt of payment by the Contractor from the City and shall end on the date on which payment is made.
- 43.6 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or Materialmen for Work performed under this Contract in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

- 44.1 The Contractor shall submit with the Substantial Completion requisition:
 - 44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the Contractor from the obligation of complying strictly with Articles 11, 27, 28, and 30. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the Substantial Completion payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A Final Approved Punch List.

- 44.1.3 Where required, a request for an extension of time to achieve Substantial Completion or final extension of time.
- 44.2 The Commissioner shall issue a voucher calling for payment of any part or all of the balance due for Work performed under the Contract, including monies retained under Article 21, less any and all deductions authorized to be made by the Commissioner, under this Contract or by Law, and less twice the amount the Commissioner considers necessary to ensure the completion of the balance of the Work by the Contractor. Such a payment shall be considered a partial and not a final payment. No Substantial Completion payment shall be made under this Article 44 where the Contractor failed to complete the Work within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of Work have been acted upon pursuant to Article 13.
- 44.3 No further partial payments shall be made to the Contractor after Substantial Completion, except the Substantial Completion payment and payment pursuant to any Contractor's requisition that were properly filed with the Commissioner prior to the date of Substantial Completion; however, the Commissioner may grant a waiver for further partial payments after the date of Substantial Completion to permit payments for change order Work and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.
- 44.4 The Contractor acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and Final Acceptance of the Work, the Contractor shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the Contract, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the Commissioner's written determination of Final Acceptance, or within such additional time as may be granted by the Commissioner in writing. If the Contractor fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the Contractor and the Contractor shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the Commissioner.

- 45.2 Amended Verified Statement of Claims: The Contractor shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to Substantial Completion, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the Work or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the Contractor from the obligation of complying strictly with Articles 11, 27, 28, and 30. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.
- 45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the Engineer will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the Commissioner under this Contract or by Law. In the case of a lump sum Contract, the Commissioner shall certify the voucher for final payment within thirty (30) Days from the date of completion and acceptance of the Work, provided all requests for extensions of time have been acted upon.
 - 45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final voucher, and the certification of the Engineer thereon and the approval of the Commissioner thereof, shall be conditions precedent to the right of the Contractor to receive any money hereunder. Such final voucher shall be binding and conclusive upon the Contractor.
 - 45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the Commissioner under this Contract or by Law, shall constitute the final payment, and shall be made by the Comptroller within thirty (30) Days after the filing of such voucher in his/her office.
- 45.4 The Contractor acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor for anything heretofore done or furnished for the Contractor relating to or arising out of this Contract and the Work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officials, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by Law, and excepting any STANDARD CONSTRUCTION CONTRACT 61 CITY OF NEW YORK December 2013

claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

- 46.2 The Contractor is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the Commissioner from the final requisition or from the final payment as certified by the Engineer and approved by the Commissioner, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any official, agent or employee of the City to the contrary notwithstanding.
- 46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.
- 46.4 The Contractor, however, shall not be barred by this Article 46 from commencing an action for breach of Contract to the extent permitted by Law and by the terms of the Contract for any claims that are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting Agency and Comptroller not later than forty (40) Days after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this Contract, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this Contract, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this Contract unless and until the Public Design Commission shall certify that the design for the Work herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the City Charter, as amended.

CHAPTER X CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

- 48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:
 - 48.1.1 The Contractor fails to commence Work when notified to do so by the Commissioner; or if
 - 48.1.2 The Contractor shall abandon the Work; or if

- 48.1.3 The Contractor shall refuse to proceed with the Work when and as directed by the Commissioner; or if
- 48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if
- 48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if
- 48.1.6 The Contractor shall sublet, assign, transfer, convert or otherwise dispose of this Contract other than as herein specified; or sell or assign a majority interest in the Contractor; or if
- 48.1.7 The Contractor fails to secure and maintain all required insurance; or if
- 48.1.8 A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
- 48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if
- 48.1.10 The Commissioner shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
- 48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if
- 48.1.12 The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if
- 48.1.13 Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work, the Project, or the Contract (or for purposes of securing the Contract) was untrue or incorrect when made; or if
- 48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.
- 48.2 Before the Commissioner shall exercise his/her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) Days notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

- 49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").
- 49.2 The Commissioner's determination that the Contractor is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the Contractor from commencing a plenary action for any damages relating to the Contract. If the Contractor protests the determination of the Commissioner, the Contractor may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

- 51.1 The Commissioner, after declaring the Contractor in default, may then have the Work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the Site, and also such Subcontractors, as he/she may deem advisable.
- 51.2 After such completion, the Commissioner shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the Contract) from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work. Such certificate shall be binding and conclusive upon the Contractor, its sureties, and any person claiming under the Contractor, as to the amount thereof.
- 51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the Commissioner shall declare the Contractor in default as to a part of the Work only, the Contractor shall discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of this Contract, and shall in no way hinder or interfere with any Other

Contractor(s) or persons whom the Commissioner may engage to complete the Work as to which the Contractor was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the Work under the provisions of this Chapter X, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

- 54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.
- 54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.
- 54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under Law or in equity.
- 54.4 The exercise by the City of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this Contract or provided under Law.

CHAPTER XI MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

- 55.1 In consideration of, and to induce, the award of this Contract to the Contractor, the Contractor represents and warrants:
 - 55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and
 - 55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and
 - 55.1.3 That it has read and complied with all requirements set forth in the Contract.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

- 56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **Čity** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.
- 56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after Substantial Completion; except that:
 - 56.2.1 Any claims arising out of events occurring after Substantial Completion and before Final Acceptance of the Work shall be asserted within six (6) months of Final Acceptance of the Work;
 - 56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and
 - 56.2.3 If the Commissioner exercises his/her right to terminate the Contract pursuant to Article 64, any such action shall be commenced within six (6) months of the date the Commissioner exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The Contractor shall be solely responsible for and shall defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

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

ARTICLE 59. SERVICE OF NOTICES

- 59.1 The Contractor hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and. unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope.
- 59.2 Contractor's notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Commissioner.
- 59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

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

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE 62. TAX EXEMPTION

62.1 The City is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor, Subcontractor or Materialman or to tangible personal property which, even CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT 67

though it is consumed, is not incorporated into the completed Work (consumable supplies) and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work. The Contractor and its Subcontractors and Materialmen shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work.

- 62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.
 - 62.2.1 The Contractor agrees to construct the Project and to perform all Work, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such Work, labor, and services, and the sum so paid pursuant to this Contract for such Work, labor, and services, shall be in full consideration for the performance by the Contractor of all its duties and obligations under this Contract in connection with said Work, labor, and services.
- 62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.
- 62.4 Title to all tangible personal property to be sold by the Contractor to the City pursuant to the provisions of the Contract shall immediately vest in and become the sole property of the City upon delivery of such tangible personal property to the Site. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this Contract, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the Work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.
- 62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

- 62.6 The Contractor and its Subcontractors and Materialmen shall furnish a Contractor Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the Work covered by this Contract.
- 62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

- 63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.
- 63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State of New York, or;
- 63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;
- 63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- 63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.
- 63.6 The penalties which may attach after a final determination by the Commissioner may include but shall not exceed:

- 63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
- 63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
- The Commissioner shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The Commissioner may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:
 - 63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
 - 63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 - 63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
 - 63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

- 63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- 63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- 63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

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- 63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- 63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 64. TERMINATION BY THE CITY

- 64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:
 - 64.1.1 Stop Work on the date specified in the notice;
 - 64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 64.1.3 Cancel all cancelable orders for material and equipment;
 - 64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;
 - 64.1.5 Take no action which will increase the amounts payable by the City under this Contract.
- 64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.
 - 64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).
 - 64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The Commissioner's determination hereunder shall be final, binding, and conclusive.

- 64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:
 - 64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or
 - 64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.
 - 64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.
- 64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum Contracts, the Contractor shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):
 - 64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and
 - 64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus
 - 64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.
- 64.2.1(d) In the event the City terminates a lump sum Contract pursuant to this Article 64 within ninety (90) Days after registration of the Contract with the Comptroller, the Contractor shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.
- 64.2.2 Unit Price Contracts or Items: On all unit price Contracts, or on unit price items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this Contract:
 - 64.2.2(a) For all completed units, the unit price stated in the Contract, and
 - 64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:
 - 64.2.2(b)(i) A pro rata portion of the unit price stated in the Contract based upon the percent completion of the unit and
 - 64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).
- 64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all Contracts or items in a Contract where payment for the Work is based on time and

material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

- 64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:
 - 64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,
 - 64.2.4(b) The actual cost of labor involved in construction and installation at the Site, and
 - 64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.
 - 64.2.4(d) Direct Costs shall not include overhead.
- 64.3 In no event shall any payments under this Article 64 exceed the Contract price for such items.
- 64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.
- 64.5 The City may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this Contract or by Law (including but not limited to liquidated damages) and any claims it may have against the Contractor. The City's exercise of the right to terminate the Contract pursuant to this Article 64 shall not impair or otherwise effect the City's right to assert any claims it may have against the Contractor in a plenary action.
- 64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- 65.1 This Contract shall be deemed to be executed in the City regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York and the Laws of the United States, where applicable.
- 65.2 The parties agree that any and all claims asserted against the City arising under this Contract or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:
 - 65.2.1 If the City initiates any action against the Contractor in Federal court or in a New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing; and

- 65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:
 - 65.2.2(a) To move to dismiss on grounds of forum non conveniens;
 - 65.2.2(b) To remove to Federal Court; and
 - 65.2.2(c) To move for a change of venue to a New York State Court outside New York County.
- 65.2.3 With respect to any action brought by the City against the Contractor in a Federal Court located in the City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the City.
- 65.2.4 If the Contractor commences any action against the City in a court located other than in the City and County of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the City and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.
- 65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

- 66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.
- 66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.
- 66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

- 67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.
 - 67.3 The Contractor shall not require performance and payment bonds from LBE Subcontractors.
- 67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.
- 67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.
- 67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:
 - 67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;
 - 67.6.2 Declaring the Contractor in default;
 - 67.6.3 If the Contractor is an LBE, de-certifying and declaring the Contractor ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The Contractor hereby assigns, sells, and transfers to the City all right, title, and interest in and to any claims and causes of action arising under the antitrust Laws of New York State or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

- 69.1 Notice To All Prospective Contractors:
 - 69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.
- 69.1.2 Pursuant to Section 6-115.1, prospective Contractors for Contracts to provide goods or services involving an expenditure of an amount greater than ten thousand CITY OF NEW YORK

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 STANDARD CONSTRUCTION CONTRACT

 December 2013

- (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.
- 69.1.3 Prospective Contractors are not required to agree to these conditions. However, in the case of Contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a Contract to supply goods, services or contraction of comparable quality, the Agency shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the City that the Contract be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the City Charter.
- 69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.
- 69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:
 - 69.2.1 Have no business operations in Northern Ireland, or
 - 69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.
 - 69.3 For purposes of this Article, the following terms shall have the following meanings:
 - 69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:
 - 69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
 - 69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;
 - 69.3.1(c) ban provocative religious or political emblems from the workplace;
 - 69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

- 69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;
- 69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;
- 69.3.1(h) establish procedures to asses, 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 in default and/or terminate this Contract for cause and procure supplies, services or Work from another source in the manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirement Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the Agency for the uncompleted term of Contractor's Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights and remedies the Agency has pursuant to this Contract or by operation of Law.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The Contractor shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: Thirty Nine million Dollars, (\$ 39, 825, 907.00), this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract. right hundred twenty five thousand nine hundred and nine dollars.

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

76.2 The Commissioner may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to STANDARD CONSTRUCTION CONTRACT CITY OF NEW YORK 78 December 2013

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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

<u>PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD</u> AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

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

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

- 2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.
- 3. If Participation Goals have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant Participation Goal, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

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

- 4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE Participation Goals, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

- (ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED C. HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY 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 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.
- Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of 5. issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.
- 6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

- 7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.
- 8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.
- 9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.
- 10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.
- (b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.
- (c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

- (d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.
- 11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:
- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

- 12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.
- 13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.
- 14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

- 1. The Contractor shall take notice that, if this solicitation requires the establishment of an M/WBE Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the M/WBE Utilization Plan.
- 2. Pursuant to DSBS rules, construction contracts that include a requirement for an M/WBE Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
- 3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
- 4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
- 5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

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

- 2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
- 3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any M/WBE Utilization Plan, Agency may determine that one of the following actions should be taken:
- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract:
- exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.
- 4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its Participation Goals contained in its M/WBE Utilization Plan or the Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the Participation Goals and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.
- 5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

- 6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.
- 7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

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.

contractor.	
	By: Commissioner
	By: (Member of Firm or Officer of Corporation)
	Title: PRZSID SWT
Where Contractor is a Corporation, add): Attest: Secretary	(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION
State of NEW JEWS & County of MONHOUTH ss:
On this day of
VICTORIA AYO-VAUGHAN Notary Public, State of New York Registration #01AY5014042 Qualified in Queens County ommission Expires July 15, 2
ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP
State 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
Trought done of Commissions of 2000s
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL
State 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

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:
On this 3 day of 5un, 2015, before me personally came Eric Wlac Forlane
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.
· IMM A
Notary Public or Compressioner of Deeds

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

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX BUDGET DIRECTOR'S CERTIFICATE NO.

DATED DATED

APPROPRIATION COMMISSIONER'S CERTIFICATE

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MAYOR'S CERTIFICATE OR CERTIFICATE OF THE DIRECTOR OF THE BUDGET

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,
That we,
hereinafter referred to as the "Principal,"
and,
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of
01
(\$
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;
NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its
representatives or assigns, shall well and faithfully perform the said Contract and all modifications,
amendments, additions and alterations thereto that may hereafter be made, according to its terms and its
true intent and meaning, including repair and or replacement of defective work and guarantees of
maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall

fully reimburse and repay the City for all outlay and expense which the City may incur in making

PERFORMANCE BOND #1 (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 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

	day of		, 20	
(Seal)				, a
			Principal	(L.S.)
(Seal)		Ву:		<u>.</u>
			Surety	
		By:		
(Seal)			Surety	
(Scar)		Bv:		<u> </u>
(Seal)			Surety	•
		Ву:		·•
(Seal)			Surety	<u> </u>
÷		Ву:		
(Seal)			Surety	
		Ву:		
Bond Premium Rate			<u> </u>	
Bond Premium Cost				

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of	Coun	ty of	ss:
On this	day of	, 20	before me personally
to me known, who, b	eing by me duly sworn did de	oose and say that he/she resid	les
at			
		; that he/she is the	
of the corporation de the foregoing instrum	scribed ili alid willeli executed	the folegoing institution, at	nd that he/she signed his/her name to authorized and binding act thereof.
Notary Public or Con	nmissioner of Deeds.		
	ACKNOWLEDGMENT	OF PRINCIPAL IF A PAR	RTNERSHIP
State of	Count	y of	ss:
On this	day of	, 20	before me personally
to me known, who, be	eing by me duly sworn did dis	pose and say that he/she resid	les
at		· that he/she is	partner of
	, a limited/general part	nership existing under the lar	ws of the State of
	, the partnership describe	ed in and which executed the	foregoing instrument:
Notary Public or Com		OF PRINCIPAL IF AN IN	IDIVIDIJA I
State of			
	day of	, 20	before me personally
came to me known, who,.be at	ing by me duly sworn did dep	ose and say that he/she reside	es
		, and that he/she is the in	dividual whose name is
subscribed to the with	in instrument and acknowledg	ed to me that by his/her signs	ature on the
instrument, said indiv	idual executed the instrument.		
Notary Public or Com	missioner of Deeds		
Each executed bond sh	ould be accompanied by: (a) a	ppropriate acknowledgments of	of the respective parties; (b) appropri
duly certified copy of it representative of Principles of Attorney or other ce	Power of Attorney or other certipal or Surety; (c) a duly certifi	tificate of authority where bor ed extract from By-Laws or re et, officer or representative wa	and is executed by agent, officer or of esolutions of Surety under which Pov is issued, and (d) certified copy of lar
,		****	

Affix Acknowledgments and Justification of Sureties.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:,
That we,
hereinafter referred to as the "Principal," and,
and,
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of
(\$) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
The state of the s
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
maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

Bond No. 015047240

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:, That we,
JRCruz Corp.
675 Line Road, Aberdeen, NJ 07747
hereinafter referred to as the "Principal," and,
Liberty Mutual Insurance Company
1200 MacArthur Blvd., Mahwah, NJ 07430
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
Thirty Nine Million Eight Hundred Twenty Five Thousand Nine Hundred Nine Dollars and No/100
(\$\frac{39,825,909.00}{}\) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for FMS ID: SE-798, DDC PIN: 8502015SE0014C, Construction of Storm and Sanitary Sewers and Appurtenances in: Armstrong
Avenue between Hyland Blvd. and US Bulkhead Line, etc Borough of Staten Island
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 we have a large transfer or the said contract and all modifications.

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

<u>Performance Bond #2 (Pages 96 to 99)</u>: 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

1st	day of	June		20 _15	
(Seal)	uu, u			20	· · · · · · · · · · · · · · · · · · ·
		J	RCruz Corp.		(L.S.)
				Principal	
		Ву:	· LA		
(Seal)		E7	aristo Cruz,	VIr. P.E.	Presiden
				Surety	
		Lib	erty Mutual/Insurance	Company	
		By:		w	
(Coal)			isa Nosal, Atty-In-Fact		
(Seal)			S	Surety	
		By:			
(Seal)		-			
(Seal)		•	S	Surety	
		Ву:	•		
(Seal)			S	Surety	
		By:		•	
Seal)					
Scar)			S	urety	
		Ву:			
ond Premium Rate					
-					
Bond Premium Cost					
f the Contractor (Principal)	is a partnership,	the bond s	hould be signed by	each of the ind	ividuals who a

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 _	INCM JEISE	У	County of	Monnouth		\$S:
On this	1st	day of	June	, 2015	befo	ore me personally
camet	<u>-varisto Cruz</u>	<u>, Jr.</u> ,				
to me kno	wn, who, being	by me duly	sworn did depose	and say that he reside	es	
at	lickdry Lane.	Lindroft. N	JJ 07738 : t	hat he/she is the	President ·	
of the cor	norsing descri	ped in and v	which executed the	foregoing instrume	nt that beloke cie	ned his/her name to the
foregoing	indrument by	rde of the	livectors of said co	POSHED CAT	A Porized and	ned marner mante to m
LOTOGOTTE	The state of the s	100	1	v v	7	numg act mercor.
1	blic or Commis	GV	1	ID # 222127 NOTARY PUB STATE OF NEW J	1	
		24		NOTARY PUB	LIC	
Notary Pu	dlic or Commis	sioner of De	eds.	STATE OF NEW J	ERSEY	, ' '
	l		My Co	mmission Expires	Jan. 22, 2019 🕨	
	A	CKNOWL	EDGMENTOR	RINCH'AL IN'A	PARTIMORISMO	Ρ
	1					
State of		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	County of			ss:
On this		_ day of		, 20	befo	re me personally
came						• •
to me kno at		by me duly :	sworn did depose a	and say that he/she re	sides	
			: 11:	at he/she is		partner of
1885		Я	limited/oeneral na	rtnership existing un	der the laws of th	e State of
				d in and which execu		
and that he	Vaha aignad his	, uie pa	atmership describe	III AIRI WILLCII EXECU	ned the foregoing	msuument;
		ner name to	the foregoing insu	rument as the duly at	ithorized and bind	ing act of
said partne	ership.					
	*					
Notary Pul	blic or Commis	sioner of De	eds			
	A	CKNOWL	EDGMENT OF I	PRINCIPAL IF AN	N INDIVIDUAL	:
State of	- T. W.		County of _			SS;
0.41		, ,		**		
		_ day of		, 20	befo	re me personally
came			······································			
	wn, who, being			nd say that he/she re		
		_	. ar	d that he/she is the i	ndividual whose r	name is
ubscribed	to the within in	strument an	d acknowledged to	me that by his/her si	onshire on the	
nstrument	, said individua	l executed th	e instrument	nic that by martice at	gnature on the	
IID II GIIIQII	, outo marriaga	CACCUICU II	to mod pinom.			
John Dul	lia an Camaria					
Notary Fut	olic or Commiss	noner or Dec	eas .			
Bach evecu	stad bond should	be eggomne	nied bee (e) announ	rioto calmoviladamen	to of the manneticular	e parties; (b) appropriate
bilv certifi	ed copy of Poss	er of Attoma	unou oy. (a) approp	a of authority where	re or me respectiv	e parties; (6) appropriate by agent, officer or othe
anracentses	ive of Deinsiasi	or Curetur (a)	y or other ceruffical	to of such only where	oond is executed i	y agent, otneer or othe
chicacinan	ve or Francipal (л эштегу; (c)	a duty certified ex	tract from By-Laws c	r resolutions of Si	rety under which Powe
I Auomey	or other certific	ate of author	nty of its agent, off	icer or representative	was issued, and (f) certified copy of lates
published fi	ınancial statemei	it of assets ar	nd liabilities of Sure	ty.		
			* * *	****		

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK DDC

ACKNOWLEDGEMENT OF SURETY

State of New Jersey] |-s County of Passaic]

On 06/01/2015, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she 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 Resolutions thereof.

My Commission expires:

STEPHANIE F. FOY

NOTARY FUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES OCTOBER 27, 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. 6872509

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

and appoint, <u>Joseph W.</u>	Mallory; Lisa Nosal;	Louis A. Vlahakes; Pamela J. Boyle; Robert E. Culn	ant to and by authority herein set forth, does hereby name, constitute en
all of the city of <u>Totowa</u> and deliver, for and on its beha be as binding upon the Compa	, state of <u>NJ</u> alf as surety and as its ad nies as if they have been	each individually if there be more than one named, its at and deed, any and all undertakings, bonds, recognizances are duly signed by the president and attested by the secretary of the president and attested by the secretary of the president and attested by the secretary of the president and attested by the secretary of the secretary of the president and attested by the secretary of the secreta	true and lawful attorney-in-fact to make, execute, seal, acknowledge and other surety obligations, in pursuance of these presents and shal the Companies in their own proper persons.
IN WITNESS WHEREOF, this thereto this 13th day of	Power of Attorney has b	een subscribed by an authorized officer or official of the Comp 2015	vanies and the corporate seals of the Companies have been affixed
CE HOOM STATE OF THE STATE OF T	insuration of the state of the	Strand (1991) Salar (1991) S	American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company
STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY	SS		David M. Carey, Assistant Secretary
On this 13th day of February Casualty Company, Liberty Mu execute the foregoing instrume	tual Insurance Company,	fore me personally appeared David M. Carey, who acknowle , The Ohio Casualty Insurance Company, and West American Ir pin contained by signing on behalf of the corporations by himsel	dged himself to be the Assistant Secretary of American Fire and asurance Company, and that he, as such, being authorized so to do f as a duly authorized officer.
IN WITNESS WHEREOF, I hav	ve hereunto subscribed n	NW notes and affixed my notarial seal at Plymouth Meeting, Pen COMMONWEALTH OF PENNSYLVANI Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notaria	By: Leves Astella Teresa Pastella , Notary Public
This Power of Attorney is made Company, Liberty Mutual Insur	and executed pursuant to ance Company, and Wes	o and by authority of the following By-laws and Authorizations of it American Insurance Company which resolutions are now in fu	American Fire and Casualty Company, The Ohio Casualty Insurance
ARTICLE IV – OFFICERS – Se to such limitation as the Chairr acknowledge and deliver as su powers of attorney, shall have executed, such instruments sha	ection 12. Power of Attorn man or the President ma rety any and all undertaki full power to bind the Co all be as binding as if sign	ney. Any officer or other official of the Corporation authorized for the y prescribe, shall appoint such attorneys-in-fact, as may be newnings, bonds, recognizances and other surety obligations. Such a corporation by their signature and execution of any such instru	that purpose in writing by the Chairman or the President, and subject becessary to act in behalf of the Corporation to make, execute, seal, attorneys-in-fact, subject to the limitations set forth in their respective ments and to attach thereto the seal of the Corporation. When so or or authority granted to any representative or attorney-in-fact under
ARTICLE XIII – Execution of C and subject to such limitations seal, acknowledge and deliver respective powers of attorney,	ontracts – SECTION 5. S as the chairman or the pr as surety any and all ur shall have full power to bi	Surety Bonds and Undertakings. Any officer of the Company aut esident may prescribe, shall appoint such attorneys-in-fact, as madertakings, bonds, recognizances and other surety obligations	thorized for that purpose in writing by the chairman or the president, nay be necessary to act in behalf of the Company to make, execute, s. Such attorneys-in-fact subject to the limitations set forth in their nstruments and to attach thereto the seal of the Company. When so

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-infact 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 <u>1st</u> day of <u>June</u>, 20 15









By: English Diego

Gregory W. Davenport, Assistant Secretary

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, 2014

Assets	Liabilities
Cash and Bank Deposits \$744,221,142	Unearned Premiums
*Bonds — U.S Government	Reserve for Claims and Claims Expense
*Other Bonds	Funds Held Under Reinsurance Treaties
*Stocks	Reserve for Dividends to Policyholders
Real Estate	Reserve for Commissions, Taxes and
Agents' Balances or Uncollected Premiums 4,150,041,316	Other Liabilities
Accrued Interest and Rents	Total\$26,085,858,680
Other Admitted Assets	Special Surplus Funds \$53,954,363 Capital Stock 10,000,000
	Paid in Surplus 8,829,117,542
	Unassigned Surplus
Total Admitted Assets <u>\$42,655,158,668</u>	Surplus to Policyholders 16,569,299,988
	Total Liabilities and Surplus



* 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.

Assistant Secretary

Bond No. 015047240

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,	
JRCruz Corp.	-
675 Line Road, Aberdeen, NJ 07747	-
hereinafter referred to as the "Principal", and	
Liberty Mutual Insurance Company	
1200 MacArthur Blvd., Mahwah, NJ 07430	
	_
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YO hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of	ORK
Thirty Nine Million Eight Hundred Twenty Five Thousand Nine Hundred Nine Dollars and No/100	
(\$\frac{39,825,909.00}{\text{Dollars}}\) Dollars, lawful money of the United States, for the payment of which said sum of money and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors assigns, jointly and severally, firmly by these presents.	wel
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City from ID: SE-798, DDC PIN: 8502015SE0014C, Construction of Storm and Sanitary Sewers and Appurtenances in: Armstro	
Avenue between Hyland Blvd. and US Bulkhead Line, etc Borough of Staten Island	-
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in ful NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or successors and assigns shall promptly pay or cause to be paid all lawful claims for	r ito
(a) Wages and compensation for labor performed and services rendered by all persons engage the prosecution of the Work under said Contract, and any amendment or extension thereof or addition the whether such persons be accepts services and any amendment or extension thereof or addition the	ed in

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 (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.
- (b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.
- (c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.
- (d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.
- (e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

PAYMENT BOND (Page 3)

and seals, and such of them as are co these presents to be signed by their p	orporations have caused their corporate seals to be hereunto affixed and proper officers, this
(Seal)	By: Evaristo Cruz, Jr., P.E., President Liberty Mutual Insurance Company Surety By:
(Seal)	Lisa Nosa, Atty-In-Fact Surety By:
(Seal)	Surety By:
(Seal)	Surety
(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 (Page 4)

ACKNOWLEDGM	ENT OF PRINCIPAL, IF A CO	PRPORATION	
State of New Jers	cey County of Monmo	outhss:	
On this 1st day of	June , 2015 , before me peing by me duly sworn did depose	personally came <u>Evaris</u> and say that he resides a	to Cruz, Jr.
74 Hickory Lane	, Lincroft, NJ 07738 that h	e is the President	of
the corporation descr	ibed in and which executed the f	oregoing instrument; that	the knows the seal of said
corporation: that one	of the seals affixed to/said instru	ment is such seal; that it	was so affixed by order of
the directors of said c	orporation, and that he signed his	name thereto by like orde	er.
	Lae	elat	
	Notary Public	or Commissioner of Dee	ds ROSIE CATAO
	ENT OF PRINCIPAL, IF A PA	RTNERSHIP	ID # 2221271 NOTARY PUBLIC STATE OF NEW JERSEY
State of	County of	ss:	My Commission Expires Jan. 22, 2
to me known, and kno	own to me to be one of the member described in and whethat he executed the same as and it	ers of the firm ofo executed the foregoing	ing instrument; and he
ACKNOWLEDGM	Notary Public	or Commissioner of Dee	ds
State of	County of	ss:	
to me known, and kn	own to me to be the person description at he executed the same.	personally appeared ribed in and who execute	d the foregoing instrument;
	Notary Public	or Commissioner of Dee	ds
parties; (b) appropria is executed by agent, By-Laws or resolution	d bond should be accompanied be the duly certified copy of Power of officer or other representative of ons of Surety under which Power esentative was issued, and (d) certifications of Surety.	Attorney or other certification of Attorney or Surety; (c) and of Attorney or other cartified copy of latest publications.	cate of authority where bond a duly certified extract from ertificate of authority of its
	Affix Acknowledgments an		
	1 TITLE 1 TOWNS MISSEREINS ON		•

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT
December 2013

ACKNOWLEDGEMENT OF SURETY

State of New Jersey] |-s County of Passaic]

On 06/01/2015, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she 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 Resolutions thereof.

My Commission expires:

STEPHANIE F. FOY

STATE OF NEW JERSEY

MY COMMISSION EXPIRES OCTOBER 27, 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. 6872510

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 Insura the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant that and appoint,	State of Massachusetts, and West American Insurance Company
all of the city of <u>Totowa</u> , state of <u>NJ</u> each individually if there be more than one named, its true and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and ot be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies.	and lawful attorney-in-fact to make, execute, seal, acknowledge her surety obligations, in pursuance of these presents and shall companies in their own proper persons.
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companie thereto this 13th day ofFebruary, 2015	s and the corporate seals of the Companies have been affixed
1906 S (2) (1919 S (2) (1912 S	American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company
	By: afair lang
STATE OF PENNSYLVANIA ss	David M. Carey, Assistant Secretary
COUNTY OF MONTGOMERY	
On this 13th day of February , 2015, before me personally appeared David M. Carey, who acknowledged Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insura execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as	ance Company, and that he, as such, being authorized so to do.
IN WITNESS WHEREOF I have berounts subscribed my reams and affixed my potatial seed at Dhymouth Mading, Deposit	
COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal Teresa Pasiella, Notary Public	By: leresa Pastella
Plymouth Twp., Montgomery County OF My Commission Expires March 28, 2017	Teresa Pastella , Notary Public
Member, Pennsylvania Association of Notaries	
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Ame Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full for	erican Fire and Casualty Company, The Ohio Casualty Insurance rce and effect reading as follows:
ARTICLE IV — OFFICERS — Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necess acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys of attorney, shall have full power to bind the Corporation by their signature and execution of any such instrument executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officer	sary to act in behalf of the Corporation to make, execute, seal, neys-in-fact, subject to the limitations set forth in their respective ts and to attach thereto the seal of the Corporation. When so authority granted to any representative or attorney-in-fact under
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authority	zed 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 seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. S respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruence such instruments shall be as binding as if signed by the president and attested by the secretary.	be necessary to act in behalf of the Company to make, execute, such attorneys-in-fact subject to the limitations set forth in their
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Dafact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety an obligations.	avid M. Carey, Assistant Secretary to appoint such attorneys-in- y and all undertakings, bonds, recognizances and other surety
Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or med Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with state same force and effect as though manually affixed.	hanically reproduced signature of any assistant secretary of the urety bonds, shall be valid and binding upon the Company with
I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualt West American Insurance Company do hereby certify that the original power of atforney of which the foregoing is a full, the Companies, is in full force and effect and has not been revoked.	y Insurance Company, Liberty Mutual Insurance Company, and ue and correct copy of the Power of Attorney executed by said
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies thislst day of _	June , 20 15
5 1906 C 1919 C 1912 C 1991 C	By: Buy h Drigger
The same of the sa	Gregory W. Davenport, Assistant Secretary

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, 2014

Liabilities

Assets	Liabilities
Cash and Bank Deposits \$744,221,142	Unearned Premiums
*Bonds — U.S Government	Reserve for Claims and Claims Expense 16,879,324,618
*Other Bonds	Funds Held Under Reinsurance Treaties
	Reserve for Dividends to Policyholders
*Stocks	Additional Statutory Reserve
Real Estate	Reserve for Commissions, Taxes and
Agents' Balances or Uncollected Premiums 4,150,041,316	Other Liabilities
Accrued Interest and Rents	Total\$26,085,858,680
14.004.444.202	Special Surplus Funds \$53,954,363
Other Admitted Assets	Capital Stock 10,000,000
	Paid in Surplus 8,829,117,542
	Unassigned Surplus
Total Admitted Assets <u>\$42,655,158,668</u>	Surplus to Policyholders 16,569,299,988
	Total Liabilities and Surplus\$42,655,158,668



* 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.

Assistant Secretary

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.

CODE	CLASSIFICATION
15 42 001 15 42 002	Rigger Sign Erector
16 11 001 16 11 002 16 11 003	Gardener Tree Pruner Tree Remover
16 11 011 16 11 012 16 11 013 16 11 014 16 11 015 16 11 016 16 11 017	Asphalt Raker (Highway & Paving) Tamper (Highway & Paving) Curbsetter (Highway & Paving) Formsetter (Highway & Paving) Rammerman (Highway & Paving) Laborer (Highway & Paving) ALL OTHER TITLES (Highway & Paving)
16 23 001 16 23 002 16 23 003 16 23 004 16 23 005 16 23 006 16 23 007	Laborer Operating Engineer (Heavy Construction-Maintenance) Junior Operating Engineer Junior Operating Engineer Junior Operating Engineer Fireman (Heavy Construction) Oiler (Heavy Construction)
16 23 051 16 23 052 16 23 053 16 23 057 16 23 058 16 23 059	Surveyor-Heavy Construction Surveyor-Heavy Construction-Instrument Man Surveyor-Heavy Construction-Rodman Surveyor-Land Surveying-Party Chief Surveyor-Land Surveying-Instrument Man Surveyor-Land Surveying-Rodman

COL	<u>DE</u>	CLASSIFICATION
16 16 16		Operating Engineer-Road & Heavy Construction Operating Engineer-Paving Operating Engineer-Concrete
16 16 16 16	23 073	Teamster-Heavy Equipment Trailer Driver Teamster-Dump Truck Driver Teamster-Flat Bed Trailer Driver (3-Axle) Teamster-Redi-Mix (Sand and Gravel)
16	29 011	Drill Runners
17	11 001	Plumbers
17	21 001	Painter (Brush & Roller)
17	31 001	Electrician
17 17 17	41 001 41 002 41 004	Bricklayer Mason Tender Cement Mason
17	42 002	Metallic Lather
17 17	51 001 51 002	Carpenter Dock Builder
17	71 001	Cement & Concrete Worker
17	91 001	Structural Iron Worker
17	95 001	Barman
17	96 021	Derrickmen & Riggers
17 17 17	99 001 99 002 99 005	Ornamental Iron Worker Sandblaster Pointers (Waterproofer)
17	99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

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.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at http://www.nyc.gov/html/mocs/html/vendors/pla.shtml.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's prenegotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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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

Blaster - Trac Drill Hydraulic

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

Wage Rate per Hour: \$41.20

Supplemental Benefit Rate per Hour: \$39.69

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

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

Wage Rate per Hour: \$40.44

Supplemental Benefit Rate per Hour: \$39.69

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled

Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

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

Wage Rate per Hour: \$39.43

Supplemental Benefit Rate per Hour: \$39.69

Blaster - Powder Carriers

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

Wage Rate per Hour: \$35.66

Supplemental Benefit Rate per Hour: \$39.69

Blaster - Hydraulic Trac Drill Chuck Tender

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

Wage Rate per Hour: \$34.42

Supplemental Benefit Rate per Hour: \$39.69

Blaster - Chuck Tender & Nipper

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

Wage Rate per Hour: \$33.69

Supplemental Benefit Rate per Hour: \$39.69

Blaster - Magazine Keepers: (Watch Person)

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

Wage Rate per Hour: \$20.30

Supplemental Benefit Rate per Hour: \$39.69

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus $\frac{1}{2}$ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 $\frac{1}{2}$) hours, but will be paid for eight (8) hours, since only one-half ($\frac{1}{2}$) 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.

ime and one half the regular rate for Saturday.

Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Quadruple time the regular rate for work on the following holiday(s). Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

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

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day

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

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK (Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2014 - 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

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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

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

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

Wage Rate per Hour: \$38.88

Supplemental Benefit Rate per Hour: \$39.80

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

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

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper

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

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$21.69

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 (\$7\$½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

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

Wage Rate per Hour: \$42.25

Supplemental Benefit Rate per Hour: \$47.81

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and

Queens. \$49.23 - For work performed in Staten Island.

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

(Local #197)

DIVER

Diver (Marine)

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

Wage Rate per Hour: \$61.30

Supplemental Benefit Rate per Hour: \$46.12

Diver Tender (Marine)

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

Wage Rate per Hour: \$43.45

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

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

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Memorial Day Independence Day Labor Day Columbus Day Presidential Election Day Thanksgiving Day Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

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

Wage Rate per Hour: \$38.86

Supplemental Benefit Rate per Hour: \$40.44

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.59

Driver - Tractor Trailer

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

Wage Rate per Hour: \$38.88

Supplemental Benefit Rate per Hour: \$41.70

Supplemental Note: For over 40 hours worked: at time and one half - \$15.90; at double time - \$21.21

Driver - Euclid & Turnapull Operator

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

Wage Rate per Hour: \$39.44

Supplemental Benefit Rate per Hour: \$41.70

Supplemental Note: Over 40 hours worked: time and one half rate \$15.90, double time rate \$21.21

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

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

Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Paid Holidays

Christmas Day

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

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Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day President's Day Memorial Day Independence Day Labor Day Columbus Day Election Day Thanksgiving Day Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2014 - 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" (Regular Day Overtime)

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" (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

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Electrician "A" (Graveyard Shift Overtime After 7 hours)

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

Wage Rate per Hour: \$104.49

Supplemental Benefit Rate per Hour: \$63.96

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

Wage Rate per Hour: \$106.46

Supplemental Benefit Rate per Hour: \$67.23

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows: Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$23.63. Effective 5/13/2015 - \$24.39.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2014 - 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

Columbus Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

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

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after

Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Paid Holidays

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

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment......ten (10) days 5 years or more of employment.....fifteen (15) days 10 years of employment......twenty (20) days

Plus one Personal Day per year

Sick Days: One day per Year

(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

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Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Paid Holidays

Christmas Day

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

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

Wage Rate per Hour: \$58.23

Supplemental Benefit Rate per Hour: \$29.47

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

Wage Rate per Hour: \$59.55

Supplemental Benefit Rate per Hour: \$31.07

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

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

Paid Holidays

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

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2014 - 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

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Labor Day Columbus Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

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

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$97.68

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

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

Wage Rate per Hour: \$59.24

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.78

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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

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Shift Wage Rate: \$62.56

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

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

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

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

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

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

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

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

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

Engineer - Steel Erection Oiler I

On a Truck Crane

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

Wage Rate per Hour: \$53.43

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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

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Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

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

Wage Rate per Hour: \$42.10

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

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

Wage Rate per Hour: \$51.40

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

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

Wage Rate per Hour: \$38.31

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day Lincoln's Birthday President's Day Memorial Day Independence Day Labor Day

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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)

FNGINEER - 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

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Christmas Day

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

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION) (Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

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

Wage Rate per Hour: \$55.40

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 - BC Instrument Person

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

Wage Rate per Hour: \$43.10

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 - BC Rodperson

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

Wage Rate per Hour: \$27.96

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 a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2014 - 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

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

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

Wage Rate per Hour: \$58.50

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 - Steel Erection Instrument Person

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

Wage Rate per Hour: \$45.53

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 - Steel Erection Rodperson

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

Wage Rate per Hour: \$30.43

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 for Saturday for the first eight hours worked. Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

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

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2014 - 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

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Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

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

Wage Rate per Hour: \$69.23

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$110.77

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

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

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

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

Wage Rate per Hour: \$53.08

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$84.93

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

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

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$51.93

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

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

Wage Rate per Hour: \$62.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$100.05

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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

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Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

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

Wage Rate per Hour: \$41.44

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.30

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

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

Wage Rate per Hour: \$58.74

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$93.98

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

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

Wage Rate per Hour: \$59.21

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$94.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

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

Wage Rate per Hour: \$85.00

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$136.00

<u> Operating Engineer - Paving I</u>

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

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

Wage Rate per Hour: \$65.76

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

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Operating Engineer - Steel Erection I

Three Drum Derricks

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

Wage Rate per Hour: \$73.37

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$117.39

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

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

Wage Rate per Hour: \$70.50

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$112.80

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

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

Wage Rate per Hour: \$41.84

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.94

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

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

Wage Rate per Hour: \$39.85

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$63.76

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

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

Wage Rate per Hour: \$57.82

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

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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

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Rack & Pinion and House Cars

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

Wage Rate per Hour: \$50.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

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

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

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2014 - 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

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Supplemental Note: Supplemental Benefit Overtime Rate: \$44.09

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

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

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

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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

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Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

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

Wage Rate per Hour: \$34.51

Supplemental Benefit Rate per Hour: \$25.59

House Wrecker - Tier B

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

Wage Rate per Hour: \$24.02

Supplemental Benefit Rate per Hour: \$19.12

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.

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

(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)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

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

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$65.35

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in

effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

<u>Laborer</u>

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 $\frac{1}{2}$), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

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

Wage Rate per Hour: \$25.75

Supplemental Benefit Rate per Hour: \$13.80

Landscaper (3 - 6 years experience)

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

Wage Rate per Hour: \$24.75

Supplemental Benefit Rate per Hour: \$13.80

Landscaper (up to 3 years experience)

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

Wage Rate per Hour: \$22.25

Supplemental Benefit Rate per Hour: \$13.80

<u>Groundperson</u>

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

Wage Rate per Hour: \$22.25

Supplemental Benefit Rate per Hour: \$13.80

Tree Remover / Pruner

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

Wage Rate per Hour: \$30.75

Supplemental Benefit Rate per Hour: \$13.80

Landscaper Sprayer (Pesticide Applicator)

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

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$13.80

Watering - Plant Maintainer

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

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$13.80

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

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

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Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

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

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$26.74

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day President's Day

Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

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

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President's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

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

Wage Rate per Hour: \$42.03

Supplemental Benefit Rate per Hour: \$41.07

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) 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)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

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

Wage Rate per Hour: \$45.23

Supplemental Benefit Rate per Hour: \$36.59

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.56 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

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

Wage Rate per Hour: \$43.63

Supplemental Benefit Rate per Hour: \$36.57

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 per hour.

Mosaic Mechanic - Machine Operator Grinder

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

Wage Rate per Hour: \$43.63

Supplemental Benefit Rate per Hour: \$36.57

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54per hour.

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

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

<u>Designer</u>

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

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

<u>Journeyperson</u>

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

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

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

Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

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

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35 New Hire Rate (0-3 months) - \$0.00

<u>Lineperson (thermoplastic)</u>

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

Wage Rate per Hour: \$38.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35; New Hire Rate (0-3 months) - \$0.00

Overtime

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

Time and one half the regular rate for Saturday.

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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

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Wage Rate per Hour: \$54.75

Supplemental Benefit Rate per Hour: \$34.58

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

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

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

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

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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

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Production Paver & Roadbuilder - Raker

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

Wage Rate per Hour: \$44.73

Supplemental Benefit Rate per Hour: \$35.15

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

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

Wage Rate per Hour: \$41.44

Supplemental Benefit Rate per Hour: \$35.15

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Paid Holidays

Memorial Day Independence Day Labor Day Presidential Election Day Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 $\frac{1}{2}$) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 15% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

<u>Plasterer</u>

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 ($\frac{1}{2}$) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

<u>Plasterer - Tender</u>

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

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 63 of 84

Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

<u>Plumber</u>

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

Wage Rate per Hour: \$65.27

Supplemental Benefit Rate per Hour: \$25.78

Supplemental Note: Overtime supplemental benefit rate per hour: \$40.78

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

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

Wage Rate per Hour: \$52.24

Supplemental Benefit Rate per Hour: \$20.20

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 64 of 84

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 (MECHNICAL EQUIPMENT AND SERVICE)

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

<u>Plumber</u>

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.

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Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

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

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$18.79

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

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2014 - 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)

<u> Pointer - Waterproofer, Caulker Mechanic</u>

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 67 of 84

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

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

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

Wage Rate per Hour: \$40.70

Supplemental Benefit Rate per Hour: \$28.67

Overtime

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

Overtime Holidays

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

President's Day
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2014 - 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

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

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

Wage Rate per Hour: \$46,21

Supplemental Benefit Rate per Hour: \$43.89

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

<u> Sheet Metal Worker - Fan Maintenance</u>

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

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

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$43.89

Sheet Metal Worker - Duct Cleaner

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

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s). New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journeyperson 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

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

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

Wage Rate per Hour: \$23.83

Supplemental Benefit Rate per Hour: \$2.87

Shipyard Mechanic - Second Class

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

Wage Rate per Hour: \$15.44

Supplemental Benefit Rate per Hour: \$2.54

Shipyard Laborer - First Class

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

Wage Rate per Hour: \$19.28

Supplemental Benefit Rate per Hour: \$2.69

Shipyard Laborer - Second Class

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

Wage Rate per Hour: \$12.36

Supplemental Benefit Rate per Hour: \$2.43

Shipyard Dockhand - First Class

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

Wage Rate per Hour: \$22.68

Supplemental Benefit Rate per Hour: \$2.82

Shipyard Dockhand - Second Class

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

Wage Rate per Hour: \$14.22

Supplemental Benefit Rate per Hour: \$2.50

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

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Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular 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

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2014 - 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 a 7 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2014 - 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

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Refrigeration and Air Conditioner Service Person V

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

Wage Rate per Hour: \$31.47

Supplemental Benefit Rate per Hour: \$11.55

Refrigeration and Air Conditioner Service Person IV

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

Wage Rate per Hour: \$26.07

Supplemental Benefit Rate per Hour: \$10.52

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

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

Wage Rate per Hour: \$22.38

Supplemental Benefit Rate per Hour: \$9.76

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

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

Wage Rate per Hour: \$18.56

Supplemental Benefit Rate per Hour: \$9.06

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

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

Wage Rate per Hour: \$13.57

Supplemental Benefit Rate per Hour: \$8.30

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 Independence Day Labor Day Veteran's Day

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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.

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Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2014 - 12/30/2014

Wage Rate per Hour: \$45.32

Supplemental Benefit Rate per Hour: \$22.66

Effective Period: 12/31/2014 - 6/30/2015

Wage Rate per Hour: \$45.82

Supplemental Benefit Rate per Hour: \$22.66

Overtime

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER (Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2014 - 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

Paid Holidays

Thanksgiving Day Christmas Day

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.

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Vacation

(C.W.A.)

TILE FINISHER

Tile Finisher

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

Wage Rate per Hour: \$38.80

Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1½) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

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 (1½) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

<u>Timberperson</u>

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

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

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

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

Tunnel Workers (Compressed Air Rates)

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

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

Top Nipper (Compressed Air Rates)

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

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

<u>Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)</u>

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

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

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

<u> All Others (Free Air Rates)</u>

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

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Lincoln's Birthday President's Day Memorial Day Independence Day Labor Day Columbus Day Election Day Veteran's Day Thanksgiving Day Christmas Day

(Local #147)

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

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.

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ASBESTOS HANDLER

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

Asbestos Handler (First 1000 Hours)

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

Wage Rate Per Hour: 78% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.45

<u>Asbestos Handler (Second 1000 Hours)</u>

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

Wage Rate Per Hour: 80% of Journeyperson'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 Journeyperson'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 Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.45

(Local #78)

BOILERMAKER

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

Boilermaker (First Year)

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

Wage Rate Per Hour: 65% of Journeyperson'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 Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.40

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Boilermaker (Second Year: 2nd Six Months)

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

Wage Rate Per Hour: 75% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$33.05

Boilermaker (Third Year: 1st Six Months)

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

Wage Rate Per Hour: 80% of Journeyperson's rat Supplemental Benefit Rate Per Hour: \$34.69

Boilermaker (Third Year: 2nd Six Months)

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

Wage Rate Per Hour: 85% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$36.34

Boilermaker (Fourth Year: 1st Six Months)

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

Wage Rate Per Hour: 90% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$38.00

Boilermaker (Fourth Year: 2nd Six Months)

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

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

BRICKLAYER

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

Bricklayer (First 750 Hours)

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

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Second 750 Hours)

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

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

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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

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Fourth Year)

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

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.25

(Carpenters District Council)

CEMENT MASON

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

Cement Mason (First Year)

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

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

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

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER

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

Cement & Concrete Worker (0 - 500 hours)

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

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.04

Cement & Concrete Worker (501 - 1000 hours)

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

Wage Rate Per Hour: 65% of Journeyperson'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 Journeyperson'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 Journeyperson's rate Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)

(Ratio of Apprentice to Journeyperson: 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 Journeyperson's rate

Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

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

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

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

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

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

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

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

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

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

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(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

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

Wage Rate Per Hour: 40% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Second Year)

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

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Third Year)

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

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Fourth Year)

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

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

(Carpenters District Council)

ELECTRICIAN

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

Electrician (First Term: 0-6 Months)

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

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.10 Overtime Supplemental Rate Per Hour: \$11.93

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

Supplemental Benefit Rate per Hour: \$13.65 Overtime Supplemental Rate Per Hour: \$14.77

Electrician (Third Term: 7-12 Months)

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

Wage Rate per Hour: \$17.50

Supplemental Benefit Rate per Hour: \$13.65 Overtime Supplemental Rate Per Hour: \$14.81

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

Wage Rate per Hour: \$18.00

Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

Electrician (Fourth Term: 0-6 Months)

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

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.16 Overtime Supplemental Rate Per Hour: \$15.38

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

Wage Rate per Hour: \$19.00

Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

Electrician (Fourth Term: 7-12 Months)

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

Wage Rate per Hour: \$20.50

Supplemental Benefit Rate per Hour: \$15.18
Overtime Supplemental Rate Per Hour: \$16.53

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

Wage Rate per Hour: \$21.00

Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

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

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.06 Overtime Supplemental Rate Per Hour: \$19.47

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

Wage Rate per Hour: \$23.00

Supplemental Benefit Rate per Hour: \$18.56
Overtime Supplemental Rate Per Hour: \$20.00

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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 Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

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

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

Supplemental Rate Per Hour: \$25.46

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

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

Supplemental Rate Per Hour: \$26.94

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Elevator (Constructor) - Second Year

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

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

Supplemental Rate Per Hour: \$25.86

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

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

Supplemental Rate Per Hour: \$27.35

Elevator (Constructor) - Third Year

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

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.66

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

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.17

Elevator (Constructor) - Fourth Year

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

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

Supplemental Rate Per Hour: \$27.46

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

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

Supplemental Rate Per Hour: \$29.00

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

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

Elevator Service/Modernization Mechanic (First Year)

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

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

Supplemental Benefit Per Hour: \$24.85

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

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

Supplemental Benefit Per Hour: \$26.87

Elevator Service/Modernization Mechanic (Second Year)

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

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

Wage Rate per Hour: \$20.92

Supplemental Benefit Rate per Hour: \$20.68

Engineer - Fourth Year

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

Wage Rate per Hour: \$33.73

Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

ENGINEER - OPERATING

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

Operating Engineer - First Year

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

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Second Year

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

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

Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Third Year

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

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

(Local #14)

FLOOR COVERER

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

Floor Coverer (First Year)

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

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

Supplemental Rate Per Hour: \$30.25

(Carpenters District Council)

GLAZIER

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

Glazier (First Year)

Effective Period: 7/1/2014 - 10/31/2014

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

Supplemental Rate Per Hour: \$12.97

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

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

Supplemental Rate Per Hour: \$22.25

Glazier (Third Year)

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Effective Period: 7/1/2014 - 10/31/2014

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

Supplemental Rate Per Hour: \$24.75

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

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

Supplemental Rate Per Hour: \$25.10

Glazier (Fourth Year)

Effective Period: 7/1/2014 - 10/31/2014

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

Supplemental Rate Per Hour: \$29.87

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

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

Supplemental Rate Per Hour: \$30.02

(Local #1281)

HEAT & FROST INSULATOR

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

Heat & Frost Insulator (First Year)

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

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

Heat & Frost Insulator (Second Year)

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

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

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

Heat & Frost Insulator (Fourth Year)

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

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

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

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

House Wrecker - First Year

Effective Period: 7/1/2014 - 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

<u> House Wrecker - Fourth Year</u>

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 Journeyperson: 1 to 1, 1 to 4)

<u>Iron Worker (Ornamental) - 1st Ten Months</u>

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

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

Supplemental Rate Per Hour: \$35.15

<u> Iron Worker (Ornamental) - 11 -16 Months</u>

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

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

Supplemental Rate Per Hour: \$36.21

Iron Worker (Ornamental) - 17 - 22 Months

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

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

Supplemental Rate Per Hour: \$37.27

Iron Worker (Ornamental) - 23 - 28 Months

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

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

Supplemental Rate Per Hour: \$39.40

Iron Worker (Ornamental) - 29 - 36 Months

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

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

Supplemental Rate Per Hour: \$41.52

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

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

Wage Rate per Hour: \$24.98

Supplemental Benefit Rate per Hour: \$45.53

Iron Worker (Structural) - 7- 18 Months

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

Wage Rate per Hour: \$25.58

Supplemental Benefit Rate per Hour: \$45.53

Iron Worker (Structural) - 19 - 36 months

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

Wage Rate per Hour: \$26.18

Supplemental Benefit Rate per Hour: \$45.53

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(Local #40 and #361)

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

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

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

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

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

Supplemental Rate Per Hour: \$34.88

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

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

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

Supplemental Rate Per Hour: \$34.88

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

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

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

Supplemental Rate Per Hour: \$34.88

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

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

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

Supplemental Rate Per Hour: \$34.88

(Local #731)

MARBLE MECHANICS

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

Cutters & Setters - First 750 Hours

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

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

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

<u>Cutters & Setters - Second 750 Hours</u>

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

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

<u>Cutters & Setters - Third 750 Hours</u>

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

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

<u>Cutters & Setters - Fourth 750 Hours</u>

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

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

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

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

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

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

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

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

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

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

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 20 of 34

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)

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 21 of 34

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

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

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

Wage Rate per Hour: \$32.71

Supplemental Benefit Rate per Hour: \$24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

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

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

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

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Second Year - Called On Or After 6/29/11)

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

Wage Rate per Hour: \$22.81

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

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

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

MILLWRIGHT

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

Millwright (First Year)

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

Wage Rate per Hour: \$26.64

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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 Journeyperson: 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)

PAINTER

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

Painter - Brush & Roller - First Year

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

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

Painter - Brush & Roller - Second Year

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

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

Painter - Brush & Roller - Third Year

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

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

Painter - Brush & Roller - Fourth Year

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

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

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

<u>Painters - Structural Steel (First Year)</u>

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

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

Painters - Structural Steel (Second Year)

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 24 of 34

Painters - Structural Steel (Third Year)

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

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

(Local #806)

PLASTERER

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

Plasterer - First Year: 1st Six Months

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

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

Supplemental Rate Per Hour: \$22.54

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 25 of 34

(Local #530)

PLUMBER

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

Plumber - First Year: 1st Six Months

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

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

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

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

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

Wage Rate per Hour: \$23.87

Supplemental Benefit Rate per Hour: \$11.46

Plumber - Third Year

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

Wage Rate per Hour: \$25.97

Supplemental Benefit Rate per Hour: \$11.46

<u> Plumber - Fourth Year</u>

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

Wage Rate per Hour: \$28.82

Supplemental Benefit Rate per Hour: \$11.46

Plumber - Fifth Year: 1st Six Months

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

Wage Rate per Hour: \$30.22

Supplemental Benefit Rate per Hour: \$11.46

Plumber - Fifth Year: 2nd Six Months

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 Journeyperson: 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 Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

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

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

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

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

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

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER

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

Sheet Metal Worker (0-6 Months)

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

Wage Rate Per Hour: 25% of Journeyperson's rate

Supplemental Rate Per Hour: \$6.15

Sheet Metal Worker (7-18 Months)

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

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.21

Sheet Metal Worker (19-30 Months)

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

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

Supplemental Rate Per Hour: \$22.23

Sheet Metal Worker (31-36 Months)

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 28 of 34

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

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

Supplemental Rate Per Hour: \$36.03

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 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 Journeyperson'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 Journeyperson's rate

Supplemental Rate Per Hour: \$6.75

Sign Erector - Second Year: 1st Six Months

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

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

Supplemental Rate Per Hour: \$7.55

Sign Erector - Second Year: 2nd Six Months

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

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

Supplemental Rate Per Hour: \$8.34

Sign Erector - Third Year: 1st Six Months

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

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

Supplemental Rate Per Hour: \$9.13

Sign Erector - Third Year: 2nd Six Months

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

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

Supplemental Rate Per Hour: \$9.92

Sign Erector - Fourth Year: 1st Six Months

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

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$10.72

Sign Erector - Fourth Year: 2nd Six Months

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

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

Supplemental Rate Per Hour: \$11.51

Sign Erector - Fifth Year

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

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

Supplemental Rate Per Hour: \$12.30

Sign Erector - Sixth Year

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

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

Supplemental Rate Per Hour: \$12.30

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 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 Journeyperson's rate

Steamfitter - Second Year

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

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

Steamfitter - Third Year

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

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

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

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

Steamfitter - Fifth Year

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

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER

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

Stone Mason - Setters - First 750 Hours

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

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

Stone Mason - Setters - Second 750 Hours

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

.Wage Rate Per Hour: 60% of Journeyperson's rate

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

Stone Mason - Setters - Third 750 Hours

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

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

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

Stone Mason - Setters - Fourth 750 Hours

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

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

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

Stone Mason - Setters - Fifth 750 Hours

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

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

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

Stone Mason - Setters - Sixth 750 Hours

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

Wage Rate Per Hour: 100% of Journeyperson's rate

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

(Bricklayers District Council)

TAPER

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

Drywall Taper - First Year

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

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

Drywall Taper - Second Year

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

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

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

(Local #1974)

TILE LAYER - SETTER

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

<u>Tile Layer - Setter - First 750 Hours</u>

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

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

Tile Layer - Setter - Second 750 Hours

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

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

<u>Tile Layer - Setter - Third 750 Hours</u>

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

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

<u>Tile Layer - Setter - Fourth 750 Hours</u>

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

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

<u>Tile Layer - Setter - Fifth 750 Hours</u>

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

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

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

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

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Timberperson - First Year

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

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

Supplemental Rate Per Hour: \$30.89

Timberperson - Second Year

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

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

Supplemental Rate Per Hour: \$30.89

Timberperson - Third Year

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

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.89

<u>Timberperson - Fourth Year</u>

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

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

Supplemental Rate Per Hour: \$30.89

(Local #1536)

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.

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The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will <u>not</u> preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less that the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

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

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

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

Wage Rate per Hour: \$16.35

Supplemental Benefit Rate per Hour: \$1.63

Cafeteria Attendant

Page 4 of 8 **PUBLISH DATE: 7/1/2014** EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015

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)

HOMECARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

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

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

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

Wage Rate per Hour: \$10.00

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 6 of 8

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

<u>Cashier</u>

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

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 7 of 8

Supplemental Benefit Rate per Hour: None

Word Processor

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

Wage Rate per Hour: \$18.49

Supplemental Benefit Rate per Hour: None

Overtime

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

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 8 of 8



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

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er acco.security at sites



INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

> Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

	Contractor	
Dated		
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY	VP-2-0	59 1.13:14
	Acting Corporation Counsel	1.13,14
Dated Jerun 13		



INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 2 OF 3

	Contractor
Dated	
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY	
	Acting Corporation Counsel
Dated	



INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

> Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND



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 6

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

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

December 2, 2014



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. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

SCHEDULE "A"

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT) (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 - INSURANCE)

PART I. REQUIRED INFORMATION

See Attachment 1 (page A-1 of the Bid Booklet)
See Attachment 1 (page A-1 of the Bid Booklet)
See Page SA-4
For Each Consecutive Calendar Day Over Substantial Completion Time: \$1,500.00
Not to Exceed 35% of the Contract Price
5% of the Value of the Work
See pages SA-5 through SA-9

CONTRACT ARTICLE 24. DEPOSIT GUARANTEE As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.	1% of Contract Price
CONTRACT ARTICLE 24. PERIOD OF GUARANTEE Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Eighteen (18) Months, excluding Trees Twenty-Four (24) Months for Tree Planting
CONTRACT ARTICLE 74. STATEMENT OF WORK The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.	See Contract Article 74
CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.	See Contract Article 75
CONTRACT ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN- OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	See M/WBE Utilization Plan in the Bid Booklet

STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE

If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected.

For Each Calendar Day of Deficiency: \$250.00

STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC

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: \$250.00

For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: \$500.00

STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE

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.

For Each Calendar Day, for Each Occurrence: \$250.00

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is	1085	consecutive calendar days ("ccds")

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

V	YES	NO
		INO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of the scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice To Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of the substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice To Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month Of Substantial Completion Based On The Base Contract Duration	Number Of Days Of Adjustment	
January	150	
February	120	
March	90	
April	60	
Мау	30	
June	0	
July	0	
August	0	
September	0	
October	0	
November - December 15	0	
December 16 - December 31	180	

In addition, should Item No. 9.30 - STORM WATER POLLUTION PREVENTION exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60-ccds shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE) PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

<u>Note</u>: 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

TYPES OF INSURANG (per Article 22 in its entirety, including		MINIMUM LIMITS AND SPECIAL CONDITIONS
Commercial General Liability	Art. 22.1.1	The minimum limits shall be \$3,000,000 per Occurrence and \$6,000,000 per Project Aggregate applicable to this Contract. Additional Insureds: (1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37. (2) All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager). (3) National Grid (4)

Workers' Compensation	Art. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without
Disability Benefits Insurance	Art. 22.1.2	regard to jurisdiction.
Employers' Liability	Art. 22.1.2	Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2)
☐ Jones Act	Art. 22.1.3	State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4)
U.S. Longshoremen's and Harbor Workers Compensation Act	Art. 22.1.3	Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.
		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.
		Additional Requirements:
		(1)
		(2)
☐ Builders' Risk	Art. 22.1.4	100% of Total Value of Work
		Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.
		If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.
		Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.
Commercial Auto Liability	Art. 22.1.5	\$2,000,000 per accident combined single limit
	į	If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
		Additional Insureds:
	i	(1) City of New York, including its officials and employees.
		(2)
		(3)

☐ Contractors Pollution Liability	Art. 22.1.6	\$per occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
☐ Marine Protection and Indemnity	Art. 22.1.7(a)	\$each occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
☐ Hull and Machinery Insurance	Art. 22.1.7(b)	\$ per occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
,		(3)
☐ Marine Pollution Liability	Art. 22.1.7(c)	\$ per occurrence
		\$ aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)

[OTHER]

Art. 22.1.8

Railroad Protection Liability Policy

(ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- Policy Endorsement CG 28 31 Pollution Exclusion Amendment is required to be endorsed onto the policy when environmentalrelated work and/or exposures exist.
- Indicate the Name and address of the Contractor to perform the work, the Contract Number and the name of the railroad property where the work is being performed and the Agency Permit.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within thirty (30) days of the Binder Approval.

\$2,000,000 per occurrence \$6,000,000 annual aggregate Named Insureds:

(1)

(2)

[OTHER]

Art. 22.1.8

Professional Liability

- A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.
- B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER]

Art. 22.1.8

Engineer's Field Office

Section 6.40, Standard Highway Specifications

Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

[OTHER]

Art. 22.1.8

The Following Additional Insurance Must Be Provided:

<u>Umbrella/Excess Liability Insurance</u> - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

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

PART III. 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.:	
Sworn to before me this day of _	, 20
NOTARY PUBLIC FOR THE STATE O	F

SCHEDULE "A"

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the Commissioner
(e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the
absence of such address, to the Commissioner's address as provided elsewhere in this Contract.

DDC Director, Insurance Risk Manager			
20 20 Thomas Ave. 44 51 42 00 00 00			
30 - 30 Thomson Avenue, 4th Floor (IDCNY Building)			
Long Island City, NY 11101			

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND 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.

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

[Added 12-09-2010]

1. Refer to Page 15, Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

[Added 01-09-2011]

2. Refer to Page 240, Subsection 4.16.5.(B) STUMP REMOVAL;

Delete Subsection 4.16.5.(B) STUMP REMOVAL, in its entirety:

Substitute the following revised Subsection 4.16.5.(B):

"(B) STUMP REMOVAL

- 1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.
- 2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.
- 3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

[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;"

[Added 07-27-2011]

- 5. Refer to Page 37, Subsection 1.06.46.(A) 6. Sign Graphics;

 Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;

 Substitute the following revised article "a":
 - "a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

[Added 09-27-2012]

6. Refer to Page 36, Subsection 1.06.46. Project Sign;

Delete the words "Unless otherwise specified in the Special

Provisions of the contract, the following shall apply:";

Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

[Added 04-08-2013]

7. Refer to Page 200, Subsection 4.11.2.(B), first paragraph, sixth line;

Delete the word "porcelain.".

Refer to Page 201, Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;

Delete the second and third paragraphs under Subsection 4.11.3.(B), in their entirety; Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

- 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 Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': 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.

'Granite': 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."

[Added 05-24-2013]

- 11. Refer to Page 14, Subsection 1.06.23.(A) PERMITS, first paragraph as modified by Article 4 on page Al-1b;
 Add the following new text:
 - "(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."
- 12. Refer to Page 14, Subsection 1.06.23.(A) PERMITS, second paragraph;

 Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

[Added 08-05-2013]

13. Refer to page 116, second paragraph up from the bottom of the page, first line;

Change the words "Concrete of Type IA and IIA shall have . . ." to read "Concrete of Type IA, IIA and IIIA shall have . . ."

[Added 09-04-2013]

14. Refer to page 100, Subsection 3.01.3.(C)1.(c);

Delete the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix...";

- Substitute the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."
- 15. Refer to page 110, Subsection 3.05.2.(A), Table 3.05-I;
 Insert the following text at the bottom of Table 3.05-I:
 - "Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4**."

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 ± 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."

- 23. Refer to Page 166, Subsection 4.05.2.(A);

 Delete Subsection 4.05.2.(A), in their entirety;

 Substitute the following revised Subsection 4.05.2.(A):
- "(A) Concrete Pavement shall be of the following types:

Type 1--Non-reinforced

Type 2--Reinforced (Unpigmented or pigmented if specified)

Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses."

24. Refer to Page 166, Subsection 4.05.3.(A);
Insert the following new Subsection 4.05.3.(A1):

"(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer."

25. Refer to Page 170, Subsection 4.05.5.(A) GENERAL;

Insert the following two new paragraphs:

"For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete."

- 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 CONCETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.
- 4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y."

AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II 2.

[Added 01-25-2012]

Refer to Pages 365 and 366, Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration; Delete the text under Subsections (a), (b), (c), (d), (h), (i), and (m), in their entirety: Substitute the following revised text:

> "(a) Make and Model:

Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)

(b) Processor:

i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.

(c) System Ram:

Minimum of 4GB (Gigabytes) Dual

Channel DDR3 SDRAM at 1333MHz - 2 DIMMSs

(d) Hard Disk Drive(s):

500 GB (Gigabytes) Serial ATA

(7200RPM) w/DataBurst Cache, or

larger."

"(h) Video Display Card: HD Graphics (VGA, HDMI) with a

minimum of 64 MB of RAM.

(i) Monitor: 22" W. 23.0 Inch VIS, Widescreen,

VGA/DVI LCD Monitor."

"(m)

Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office

> Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by

the Engineer."

Refer to Page 366, Subsection 6.40.2.(C)(c)(2)(b); Delete the text under Subsection (b), which begins with the words "(b) One (1) 600 DPI HP Laser Jet . . ", in its entirety; Substitute the following revised text:

> "(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers "

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:

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, dryprocess 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.

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 Lumins, 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

6. Refer to Page 496, Subsection 7.20.4. METHODS, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";

Add the following sentence to the end of the last paragraph under Subsection 7.20.4:

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration";

Delete the text under Subsections (g) and (k), in their entirety;
Substitute the following revised text:

"(g) I/O Ports:

Must have at least one (1) Serial

Port, one (1) Parallel Port, and

three (3) USB Ports.

(k) Network Interface:

Integrated 10/100/1000 Ethernet

card."

- 8. Refer to Page 366, Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:";

 Delete the text under Subsection (a), in its entirety;
 Substitute the following revised text:
 - '(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

- 9. Refer to Page 366, Subsection 6.40.2.(C)(c)(d), 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

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	1	1	1	1	1	1
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.					l	

[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)

SECTION 7.88 (Revised) Rodent and Waterbug Pest Control

- **7.88.1. DESCRIPTION.** The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.
- **7.88.2. MATERIALS.** All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall \underline{not} be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

(A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

- **7.88.3. PERSONNEL.** The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.
- **7.88.4. METHODS.** Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(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) <u>During Construction</u> 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.

Rodent control shall be achieved in two stages as follows:

At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. <u>During Construction</u> - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

(D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

7.88.5. EDUCATION & TRAINING. The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

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) <u>During Construction</u> 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.

7.88.8. MEASUREMENT.

(A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

(B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

(D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

7.88.9. PRICES TO COVER.

(A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(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

[Added 05-24-2013]

- 13. Refer to Page 366, Subsection 6.40.2.(C)(c)(1)(m) Software Requirements, as modified by Article 1 on page A1-2;

 Delete the text under Subsection (m), in its entirety;

 Substitute the following revised text:
 - "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer."

[Added 09-04-2013]

14. Refer to Page 384, the end of Section 6.44 - White and Yellow Thermoplastic Reflectorized Pavement Markings;

Insert new SECTION 6.44 PO, after Section 6.44, as contained on the following pages A1-2k through A1-2m.

[Added 02-10-2014]

15. Refer to Pages 393 and 394, SECTION 6.52 - Uniformed Full-Time Flagperson;

Delete Section 6.52 on pages 393 and 394, but do not delete
 examples on pages 395 and 396;

Substitute SECTION 6.52 CG, as contained on the following pages A1-2n and A1-2o.

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 ΔE < 1.5
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color ΔE < 1.5

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc. 1509 S. Kaufman Street Ennis, TX 75119

Integrated Pavement Concepts, Inc. 102-17957 55th Avenue Surrey, BC Canada V3S 6C4

Crafco, Inc. 420 N. Roosevelt Avenue Chandler, AZ 85226

6.44PO.5. METHODS. The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

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.

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.

SECTION 6.52 CG Crossing Guard

- **6.52CG.1. INTENT.** This section describes the employment of full-time uniformed crossing guards to direct and detour traffic.
- **6.52CG.2. DESCRIPTION.** The Contractor shall furnish an adequate number of competent crossing guards to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.
- **6.52CG.3. METHODS.** All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained, as approved by the Engineer, in controlling vehicular and pedestrian traffic at construction sites.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and active two-way radios shall be appropriate for use at roadway construction sites as approved by the Engineer.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item.

- **6.52CG.4. MEASUREMENT**. The quantity to be measured for payment shall be the number of person-hours of uniformed crossing guard service actually performed, as authorized by the Engineer. Laborers who are not full-time crossing guard will not be measured for payment as crossing guards under this or any other item. Each uniformed crossing guard shall be required to work a minimum of eight (8) hours a day and the Contractor will be given a minimum of twelve (12) hours advanced notice by the Engineer as to when to furnish a crossing guard.
- **6.52CG.5. PRICE TO COVER.** The contract price per person-hour shall cover the cost of all labor, materials, equipment, and insurance necessary to employ a uniformed full-time crossing guard, and equip him/her with safety vests, hard hats, and signaling devices, including all other incidental costs necessary to control and detour traffic, as shown on the Contract Drawings, the Examples #1 and #2 on pages 395 and 396 (excluding worker acting as a flagperson "A" in Example #2), or as directed by the Engineer.

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)

[Added 02-24-2014]

16. Refer to PageS 480 and 481, Subsection 7.13.2.(B) MAINTENANCE OF STREETS, 4th paragraph, beginning with the words "The Contractor shall maintain the traveled way . . .;

Delete the 4th paragraph, in its entirety;

Substitute the following text:

"The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not be limited to, stairways, promenades, esplanade areas, and sidewalk, including those fronting his office and the Engineer's field office all of which will be the responsibility of the Contractor."

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto

BOROUGH OF STATEN ISLAND

ADDENDUM NO. 2

DATED: November 26, 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. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

A. NOTICE TO BIDDERS

(1) (A) The Contractor is advised that copies of the Standard Sewer And Water Main Specifications (dated July 1, 2014), Sewer Design Standards (dated (September 2007) Revised January 2009), Specifications For Trunk Main Work (dated July 2014) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

> Department of Design and Construction Division of Infrastructure Design Services, Specifications, 3rd Floor 30-30 Thomson Avenue Long Island City, NY 11101

(B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated 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

- (2) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (8) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively.

(9) The Contractor is notified that the fuel cost per gallon used in the formula under **Sub-Article 26.2.8** of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at http://www.eia.gov/petroleum/gasdiesel/. The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

(10)The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

- (11)The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.
- (12)The Contractor shall submit to the Engineer for approval prior to the start of construction design drawings showing the means and methods for modifying existing Type 2 Catch Basins to Type 1 Catch Basins. The cost for these submittals shall be deemed included in the price bid for Item No. 51.71B01002 MODIFICATION OF EXISTING TYPE 2 CATCH BASIN TO TYPE 1.
- (13)The Contractor shall submit to the Engineer for approval prior to the start of construction design drawings showing the means and methods for modifying existing double catch basins without curb piece to double catch basins with curb piece. The cost for these submittals shall be deemed included in the price bid for Item No. 51.71NW00X0 MODIFICATION OF EXISTING DOUBLE CATCH BASIN WITHOUT CURB PIECE TO DOUBLE CATCH BASIN WITH CURB PIECE.

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(1) Refer to Standard Highway Specifications Volume II (November 1, 2010), Page 370: Add the following new Section 6.40 DC:

SECTION 6.40 DC - Engineer's Field Office With Conference Room

6.40DC.1. DESCRIPTION. The Contractor shall provide, furnish and maintain a fully equipped field office (Type D) and conference room for the exclusive use of and occupancy by the Department's engineering personnel and/or Supervising Consultant (herein after called "City personnel"). The field office shall be at a location approved by the Engineer and shall be a commercial building, store front, or with the approval of both Office of Construction Mitigation and Coordination (OCMC) and the Community Board it may be a mobile trailer(s). If a trailer is used it shall be subject to approval by the Engineer, and all necessary permits shall be obtained by the Contractor. The Contractor may have facilities in an adjoining area separated by a lockable door, provided such facilities are in a location approved by the Engineer.

The field office structure and occupancy thereof shall conform to the requirements of all laws, rules, regulations and orders applicable to it.

The field office and all equipment, except as otherwise specified, may be new materials or may be used materials in good condition and satisfactory to the Engineer.

6.40DC.2. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of **Subsections 6.40.2.**, **6.40.3.** and **6.40.4.** of the Standard Highway Specifications, for a Type D Field Office, expect for the following modifications:

Minimum Floor space (Square Feet) shall be 2,320-square feet of which 320-square feet shall be a 20' \times 16' conference room. The conference room shall be equipped with two 3' \times 6-1/2' tables and 30 chairs.

The "One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size)" specified in **Subsection 6.40.2**. shall be changed to "One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."

- 6.40DC.3. MEASUREMENT. The quantity to be measured for payment under this item shall be the number of months that the Field Office is available for occupancy by the Field Engineers during the period of the contract. Payment will begin the first month that the office is fully equipped, serviced as specified, and made available for occupancy. Monthly payments will continue for the duration of the contract with the approval of the Assistant Commissioner of Construction. When directed in writing by the Assistant Commissioner of Construction, payment for each month's occupancy after the date of acceptance will be made as part of the final estimate. Monthly payments may be terminated on a specified date prior to acceptance of the contract by written notification by the Engineer that such office will no longer be required on the contract.
- **6.40DC.4. PRICE TO COVER.** The unit price bid per month for Engineer's Field Office shall include the cost of furnishing all labor, materials, equipment, ground rental, fire and theft insurance, and utility charges necessary to complete the work of providing or constructing the field office; making all necessary electrical, water, sewer, and other connections required to make the above facilities operative; payment of all rental costs; furnishing and paying for heating fuel, as required; all electrical energy; private telephone services; staples, as specified; and all necessary incidentals to complete the work all in accordance with the specifications and the directions of the Engineer.

No payment will be made under Engineer's Field Office for each calendar day during which there are deficiencies in compliance with the requirements of any subsection of this specification. The first

calendar day shall commence twenty-four (24) hours after notice to the Contractor of such a deficiency. This non-payment shall be deducted from the Contractor's next estimate as a charge to Contractor on the item. The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by 30.

In addition, the Contractor may be subject to liquidated damages in accordance with Schedule "A".

Payment will be made under:

Item No.

Item Description

Pay Unit

6.40 DC

ENGINEER'S FIELD OFFICE WITH CONFERENCE ROOM

MONTH

(2) Refer to Standard Highway Specifications Volume II (November 1, 2010), Page 504: Add the following new Section 7.55:

SECTION 7.55 - New Pipe Railing

7.55.1. WORK TO INCLUDE. Under this section, the Contractor shall furnish and install a twin (top & bottom) pipe railing in accordance with the plans, the specifications, and the directions of the Engineer.

7.55.2. **MATERIALS**.

- (A) All rails shall be galvanized steel pipe of the sizes shown on the plans and shall conform to ASTM A53, except that pipe need not undergo hydrostatic test.
- (B) Angles and bars shall conform to ASTM A36.
- (C) Bolts, nuts, and washers shall conform to ASTM A307. Galvanizing of bolts, nuts, and washers shall conform to ASTM A153.
- (D) All components of paint shall be compatible and supplied by a single manufacturer. All paints shall be applied in compliance with the paint manufacture's data sheets. All components of paint shall be compatible and supplied by a single manufacturer. Prior to field painting, the surfaces to be painted shall be clean, dry, and lightly sand papered.
- (E) Approved paint types and their manufacturers shall be as listed in the NYS Department of Transportation's, Materials and Equipment Approved List for "A. STRUCTURAL STEEL PAINTS CLASS 1 (708-01)".
- **7.55.3. METHODS.** All welds shall comply with the current requirements of the American Welding Society.

The Contractor shall furnish and install a new twin pipe railing for embedment or bolting to the concrete parapet as shown on the plans or directed by the Engineer.

All surfaces of the railing shall be thoroughly cleaned of all rust, oil, grease, scale, and foreign matter. All surfaces of galvanized steel pipe to be exposed after installation shall be painted.

Prior to painting, galvanized surfaces shall be treated. The first phase of treatment shall be solvent cleaning performed in accordance with the requirements of SSPC-SP1, No. 1, Solvent Cleaning. The second phase of treatment shall be pretreatment with a "wash-coat" of a type conforming to the requirements of Military Specification MIL-P-15328b or c or an approved equal. The pretreatment may be applied by any method, as approved by the Engineer. After application and drying of the pretreatment, paint shall be applied.

Surfaces exposed after installation shall be given one (1) shop coat of Epoxy Primer, one (1) shop coat (field coat permitted) of Epoxy Intermediate Coat, and one (1) final field coat of Polyurethane Topcoat. The color of the top coat shall match the existing railing, as approved by the Engineer. Prior to field painting, the surfaces to be painted shall be clean, dry, and lightly sand papered.

All field painting shall be done in dry weather or under cover. All surfaces shall be free from moisture or frost when paint is applied, and painted surfaces shall not be permitted to become wet by condensation or otherwise be subjected to freezing temperatures until the paint has reached a hard set. No painting shall be started when the temperature of the metal or the surrounding air is less than five (5) degrees Fahrenheit above the dew point. Any paint injuriously affected by cold, rain, moisture, or condensation shall be entirely cleaned off and fresh paint applied.

All paint shall be stirred to agitate and emulsify the contents thoroughly. The paint shall be kept stirred and at a uniform consistency until applied. There shall be no thinning or modification of the paint except upon and in accordance with the specific approval of the Engineer.

The paint shall be applied either wholly by brush or, if approved by the Engineer, in part by brush and in part by approved airless spray in such a way as to secure an even paint film uniform in thickness, tint and consistency over the entire surface, free from pin holes, holidays, or excessive brush marks. The paint should be thoroughly dry before the application of successive coats.

Care shall be used to prevent paint dripping, spatterings or spraying of finished surfaces, and any such dripping, spatterings or spraying shall be cleaned off before the paint has dried.

- **7.55.4. MEASUREMENT.** The quantity of new steel pipe railing to be measured for payment shall be the number of linear feet of railing, measured along the center line of the top rail, actually installed to the satisfaction of the Engineer.
- **7.55.5. PRICE TO COVER.** The contract price bid per linear foot for New Pipe Railing shall cover the cost of furnishing all labor, materials, plant, equipment and incidentals necessary to furnish, install, and paint pipe railing complete, including but not limited to all pipe, drilling of holes, bolts, nuts, washers, angles, bars, paint, shop drawings and all incidentals necessary to complete the work in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.

Item Description

Pay Unit

7.55

NEW PIPE RAILING

L.F.

C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

(1) Refer to Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-11:

Add the following to Subsection 10.15:

(1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Ms. Theresa Kong at (212) 460-4834.

(2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

(3) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. J. Maresca at (718) 977-8138.

(4) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Marcello DeMaio at (917) 417-9552.

- (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, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Arne Israel, DLM at (718) 390-2083.

(5) N.Y.C. TRANSIT AUTHORITY

The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements.

Arrangements shall be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (3) Refer to Subsection 10.30 Contractor To Provide For Traffic, Page I-15: Add the following to Subsection 10.30:
 - (1) Traffic Stipulations:

The Contractor shall refer to the Traffic Stipulations (three (3) pages) that are attached to the end of this addendum, and as directed by the Engineer.

(4) Refer to Page IV-34:
Add the following new Section 40.14:

SECTION 40.14 WATER WITHDRAWAL PERMITS

40.14.1 DESCRIPTION

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the "dry condition".

The Contractor shall be required to obtain the following permits in order to operate a temporary dewatering system.

- (A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);
- (B) A Water Withdrawal Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601. This permit is required only in the Boroughs of Manhattan, The Bronx and Staten Island for any withdrawal system having a capacity to withdraw 100,000 gallons per day or more of groundwater, surface water or combination thereof, and
- (C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor shall be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.14.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

40.14.2 QUALIFICATIONS

The Environmental Scientist utilized to perform the work required under this section must have a minimum of five (5) years experience and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

40.14.3 SUBMISSION OF DEWATERING PLAN

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound and bear the name of the Contractor and the signature of the preparer.

40.14.4 DAMAGES

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

40.14.5 SYSTEM REMOVAL

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

40.14.6 PAYMENTS

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

(5) Refer to Page IV-34:

Add the following new Section 40.15:

SECTION 40.15 OUTFALL AND TIDAL WETLANDS PERMITS

40.15.1 DESCRIPTION

Under this contract, at location(s) where outfall(s) are being constructed, and where work is being performed within area(s) of tidal wetlands, the Contractor shall be required to comply with the following permits while performing outfall work within navigable waters and/or work within tidal wetland areas.

- (A) A Protection Of Waters Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 5 of Article 15, implemented by 6NYCRR Part 608 - Protection Of Waters: (i) For The Excavation And Fill In Navigable Waters; and, (ii) Part 401 - Water Quality Certification; and,
- (B) A Tidal Wetlands Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Article 25, implemented by 6NYCRR Part 661 Tidal Wetlands; and,
- (C) A Department Of The Army Permit from the U.S. Army Corps of Engineers, under Code of Federal Regulations, Title 7 Outfall Structures And Associated Intake Structures, and,
- (D) A Coastal Consistency Concurrence Certification from the New York State Department of State (NYSDOS).

To expedite the Permit process, the Department of Design and Construction has filed a joint application for (A), (B), (C), and (D) above. As the application is being processed it shall be the Contractor's responsibility to comply with the requirements of the said permits. The Application ID number will be provided to the Contractor at the Preconstruction meeting.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No work shall commence until the above-mentioned Permits have been obtained for this project, and a copy of each permit transmitted to the Engineer.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor shall be required to obtain the services of an independent Wetland Specialist and, if required, an Environmental Scientist as herein described below in **Subsection 40.15.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

40.15.2 QUALIFICATIONS

The Wetland Specialist and/or Environmental Scientist utilized to perform the work required under this section must have adequate experience in work of this nature (obtaining Protection Of Waters, Tidal Wetlands and Department Of The Army Permits) and must have previous experience in working with the NYSDEC and the NYCDEP and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Wetland Specialist and/or Environmental Scientist for approval.

40.15.3 NYSDEC PERMITS

The Wetland Specialist and/or Environmental Scientist shall prepare and submit all appropriate data and perform tasks as specified and required by the NYSDEC and/or Army Corps of Engineers.

The data to be prepared and submitted and the tasks to be performed shall include, but not be limited to the following:

(1) The Wetland Specialist shall flag/stake the limits of the wetlands. These boundary locations are to be surveyed and plotted on a site plan whereon the adjacent areas shall then be drawn using the

regulated wetland limit as a baseline. This site plan shall depict all existing conditions including descriptions of all vegetation.

- (2) An overlay of the site plan described above depicting the Contractor's proposed construction operations, including areas of equipment and material storage, and access roads.
- (3) Development of a sedimentation and erosion control plan including the location and specification for installing hay bales and siltation fencing between the construction right-of-way, staging areas, stockpiled materials and wetland adjacent areas.
- (4) Plans and specifications for the restoration/revegetation of all disturbed wetlands and regulated adjacent areas impacted by the Contractor's operations.
- (5) Upon completion of sewer, outfall and other related work on this project, the Contractor shall commence with the restoration/revegetation plan. All planting and revegetation shall be done under the supervision of the Wetland Specialist.
- (6) Should dewatering be required within the project area information regarding all dewatering activities must be submitted to and approved by NYSDEC in accordance with **Subsection 40.02.15**.
- (7) Wherever dewatering is extensive or of long duration and the cone of depression will extend to wetland areas the Wetlands Specialist shall develop and implement a program to monitor groundwater levels in the wetlands (e.g. install hand driven well points) and surface water levels in water bodies. Prior to construction, the Wetlands Specialist shall gather information on any rare, endangered or threatened species and base-line data on existing vegetation and wildlife. Monitoring of these parameters shall continue throughout the construction to assure no adverse impacts to habitat within wetlands and water bodies from dewatering.
- (8) The Wetland Specialist shall also submit a plan for mitigation should the monitoring of wetlands reveal any adverse effects to vegetation, etc.

40.15.4 SUBMISSION OF REPORT

The Wetland Specialist and/or Environmental Scientist will be required to submit two (2) copies of a Report (together with all appropriate data, maps, site plans and surveys, mitigation plan, reports, materials, designs and drawings) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Wetland Specialist and/or Environmental Scientist shall submit in triplicate this report to both the NYSDEC and the NYCDEP. The Report should be bound and bear the name of the Contractor, NYSDEC Application Number and the Signature of the preparer. All drawings and maps shall be on sheets 27-inches by 40-inches and to scale not less than 1"=30'.

40.15.5 **DAMAGES**

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused to the outfall location(s) and tidal wetland areas by inadequate or improper designs and construction operations by the Contractor.

40.15.6 AREAS TO BE LEFT CLEAN

The Contractor shall remove all material and equipment from the outfall location(s) and area(s) of tidal wetlands after completion of work at the site(s). The locations and areas shall be left in a clean and neat condition in accordance with the requirements and directions of the Engineer, the NYSDEC and the Army Corps of Engineers.

40.15.7 PAYMENTS

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

- (6) <u>Refer</u> to Subsection 71.41.4 Specific Pavement Restoration Provisions, Page VII-67: <u>Add</u> the following to Subsection 71.41.4:
 - (E) Specific Pavement Restoration Provisions:
 - (1) Within the limits of the highway reconstruction in Hylan Boulevard from Groton Street to approximately one hundred (100) feet north of Heinz Avenue, the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWRC054.
 - (2) In street areas requiring sewer and water main work outside the limits of highway reconstruction the restoration shall be as follows:
 - (A) In Tennyson Drive from Armstrong Avenue to Wiman Avenue; Wiman Avenue from approximately one hundred (100) feet west of Tennyson Drive to Bulkhead line; Goodall Street from approximately one hundred (100) feet west of Tennyson Drive to Bulkhead line; Osborn Avenue from David Street to Hylan Boulevard; David Street from William Street to Wiman Avenue:
 - (a) The entire width of roadway and six (6) inches of roadway subgrade shall be removed from curb to curb or edge to edge and the permanent restoration over the entire width of roadway shall consist of six (6) inches of Asphalt Macadam Pavement on a subbase course of select granular material on plastic filter fabric. The above locations are approximate; the actual areas to receive the above mentioned restoration shall be determined by the Engineer.
 - (B) In Streets Requiring Overlay:
 - (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 binder mixture on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, or a top course of a minimum of three (3) 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.
 - (b) Finally an overlay of two (2) inches of asphaltic concrete wearing course, or an overlay of three (3) inches of asphaltic concrete wearing course (Hylan Boulevard (ONLY) from one hundred (100) feet north of Heinz Avenue to Wiman Avenue) shall be installed over the entire width of the roadway from curb to curb or edge to edge of existing roadway.
 - (C) In Gibbs Avenue between Osborn Avenue and William Street and William Street between Hylan Boulevard to Hillcrest Street, the 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.

(3) The following requirements apply only for sewer and water main work outside the limits of highway reconstruction:

- (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 Specifications.
- (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 Proctor analyses, in-place soil density tests, tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings for all roadway work shall be deemed included in the prices bid for all pavement restoration items.
- (f) Payment for placement of temporary pavement marking shall be made under Item No. 6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE).
- (g) Payment for removal of existing pavement markings shall be made under Item No. 6.53 REMOVE EXISTING LANE MARKINGS (4"WIDE).
- (h) Payment for placement of permanent pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) shall be made under ltem No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).
- (i) Payment for pavement restoration shall be made under the following items:

<u>Item No.</u> 4.01 RAG	Item Asphalt Macadam Pavement 6" Thick	Payment Description (For 6" asphalt macadam pavement over the entire width of the roadway from curb
		to curb or edge to edge.)
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 AF-R	Asphaltic Concrete Wearing Course, 2" Thick	(For 2" asphaltic concrete wearing course overlay from curb to curb or edge to edge.)
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 top course when overlay is required; binder mixture in Type A and B Keys; and binder

		mixture to fill in roadway depressions and to provide a leveling course prior to overlay where ordered.)
4.04 H	Concrete Base For Pavement, Variable Thickness For Trench Restoration	(For concrete base course over trenches and cutbacks.)
4.04 HD	Concrete Base For Pavement, 9" Thick (High Early Strength)	(For 9" concrete base course over the entire width of the roadway from curb to curb or edge to edge.)
4.05 AX	High-Early Strength Reinforced Concrete Pavement (Bus Stop)	(For reinforced concrete pavement at bus stops.)
6.67	Subbase Course, Select Granular Material	(For 6" sub-base course under entire width of roadway restoration.)
6.68	Plastic Filter Fabric	(For placement under subbase course.)
4.04 HD 4.05 AX 6.67	Variable Thickness For Trench Restoration Concrete Base For Pavement, 9" Thick (High Early Strength) High-Early Strength Reinforced Concrete Pavement (Bus Stop) Subbase Course, Select Granular Material	(For 9" concrete base course over the entire width of the roadway from curb curb or edge to edge.) (For reinforced concrete pavement at bus stops.) (For 6" sub-base course under entire width of roadway restoration.)

D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

1) Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Paragraph 13. Special Fittings:, Page 5;
Add the following to Paragraph 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF ADDENDUM NO. 2
This Addendum consists of fifteen (15) pages plus three (3) pages of attachments.

NO TEXT ON THIS PAGE



Department of Transportation

JANETTE SADIK-KHAN, Commissioner

OCMC TRAFFIC STIPULATIONS

11.22.13

OCMC FILE NO:

REC-13-499

CONTRACT NO:

SE798

PROJECT:

CONSTRUCTION OF STORM, SANITARY SEWERS AND WATER MAINS IN ROBINSON AVENUE, ETC.;

LOCATION(S):

SEVERAL LOCATIONS STATEN ISLAND

PERMISSION IS HEREBY GRANTED TO THE **New York City Department of Design and Construction** and its duly authorized agent, to enter upon and restrict the flow of traffic at the above location and its local adjacent streets for the purpose of Carrying out the above noted project, subject to the stipulations, as noted below:

A. SPECIAL STIPULATIONS

- 1. <u>BIKE LANES</u> IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 2. <u>BIKE SHARE STATIONS</u>: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- 3. BUS STOPS THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- 4. STREET LIGHTS / TRAFFIC SIGNALS: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- 5. METERS THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 894 8651.
- 6. TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- 7. ACCESS TO ABUTTING PROPERTIES THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- 8. NOTIFICATION THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- 9. CONSTRUCTION INFORMATIONAL SIGNS THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT; HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF
- 10. ENHANCED MITIGATIONS
 - O <u>ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW</u>, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
 - O COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

SEWERS WORKS

WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END GLOVER STREET BETWEEN HYLAN BOULEVARD AND DEAD END HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LA HIGHLAND LA BETWEEN HEINZ AVENUE AND POINT STREET POINT STREET BETWEEN HIGHLAND LA AND TENNYSON DRIVE

NYC Department of Transportation

reau of Permit Management and Construction Control

Water Street - 7th Floor, New York, NY 10041

T: 212.839.9621 F: 212.839.8970

www.nyc.gov/dot

1 of 3

OCMC FILE NO:

REC-13-499

CONTRACT NO:

SE798

PROJECT:

CONSTRUCTION OF STORM, SANITARY SEWERS AND WATER MAIN IN ROBINSON AVENUE, ETC.

WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LA
ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNISON DRIVE
TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE
TENNYSON DRIVE BETWEEN SEACREST AVENUE AND GROTON STREET
ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND U.S. BULKHEAD LINE
GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE
THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE
WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE
LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE
OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD
RUSSEL STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE
KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE
DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE
DAVID STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE

- Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday through Friday.
- The contractor shall maintain 1-12' lane for local and emergency traffic at all times.
- In areas where the roadway is not wide enough for an emergency lane, the contractor is permitted to close the
 roadway; however, the work area shall not exceed 100 linear feet at any given time, so that the N.Y. Fire
 Department/EMS and the N.Y. Police Department can have emergency access to the residents within the work
 zone. The work zone shall be the excavated trench including the equipment and stored materials necessary to
 perform the work.
- The contractor shall notify daily, in writing the N.Y. Fire Department/EMS, the N.Y. Police Department and the local Community Board, EMS as to the locations of the work zones and the layout plan for emergency access from either side of the work area. This notification shall be done using street and houses addresses and defining the nearest cross streets. Representatives of the local N.Y. Fire Department, the N.Y. Police Department EMS and the local Community Board shall acknowledge such notifications in writing.
- The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all times.

HYLAN BOULEVARD BETWEEN OSBORN AVENUE AND ARMSTRONG AVENUE HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND ROBINSON AVENUE

- Work hours shall be as follows: west bound 9:00 PM to 7:00 AM, east bound 9:00 PM to 5:00 AM, Monday through Friday.
- The contractor shall maintain 2-11' foot lanes, one 11' foot lane on each side of the existing center mall during working hours.
- Full width of roadway shall be opened to traffic when site is unattended.
- The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all times.

WATER MAINS WORKS

WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END GLOVER STREET BETWEEN HYLAN BOULEVARD AND DEAD END HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND FILIPE LA ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNISON DRIVE IENNYSON DRIVE BETWEEN WINCHESTER AVENUE AND THORNYCROFT AVENUE ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE OSBORN AVENUE BETWEEN DRIGGS STREET AND HYLAN BOULEVARD RUSSEL STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE NILLIAM AVENUE AND OSBORN AVENUE DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE DAVID STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE

- Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday through Friday.
- The contractor shall maintain 1-11 foot lane on one-way streets and 2-11 foot lanes on two-way streets during working hours.
- Full width of roadway shall be opened to traffic when site is unattended.
- The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all times.

OCMC FILE NO: CONTRACT NO: REC-13-499 SE798

PROJECT:

CONSTRUCTION OF STORM, SANITARY SEWERS AND WATER MAIN IN ROBINSON AVENUE, ETC.

HYLAN BOULEVARD BETWEEN ROBINSON AVENUE AND WIMAN AVENUE

Work hours shall be as follows: 9:00 PM to 5:00 AM, Monday through Friday.

• The contractor shall maintain 3-11' foot lanes, one 11' foot lane on east bound side of center mall and 2-11 foot lanes on west bound side of center mall.

Full width of roadway shall be opened to traffic when site is unattended.

 The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all times.

GENERAL NOTES

- 1. THIS IS NOT A PERMIT. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- 2. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- 3. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS,
- 4. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- 5. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT OF WAY.
- 6. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
- 7. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
- 9. THE OCMC-Streets reserves the right to void or modify these stipulations should construction fail to commence within two (2) years of the signed date of these stipulations.

10. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

EXECUTIVE THEOLOR

IRMA TIAGUNSKY

PROJECT MANAGER
OCMC-STREETS

3 of 3

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE: THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET: WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END: GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto

BOROUGH OF STATEN ISLAND

ADDENDUM NO. 3

DATED: December 1, 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

EP-7 GAS COST SHARING STANDARD SPECIFICATIONS

TABLE OF CONTENT

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- 3. Quantity Overruns, EP-7 Funded Bid Items
- 4. Changes And Extra Work
- 5. Excavation
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- SECTION 6.01 Trench Crossings; Support And Protection Of Gas Facilities And Services.
- SECTION 6.02 Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.
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- SECTION 6.03 Removal Of Abandoned Gas Facilities. All Sizes.
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- SECTION 6.04 Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)
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- NO. 1 Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4'0" Wide At Any Angle
- NO. 1A Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- NO. 2 Typical Methods Of Measurement For Gas Crossings
- NO. 3 Utility Crossings During Catch Basin Chute Connection Pipe Installation
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V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>". When EP-7 bid item "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b.Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and

protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to

the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional

backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or

furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpilling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

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.

Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities, then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. 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.

Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in

accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain



the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

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.

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,

chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

- Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:
 - (a) Industrial Code Rule 753.
 - (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting

over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

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.

GAS COST SHARING STANDARD SPECIFICATIONS SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

1. National Grid.

\$586.90 per Service/and Visit

2. Con Edison

\$524.00 per Service/and Visit

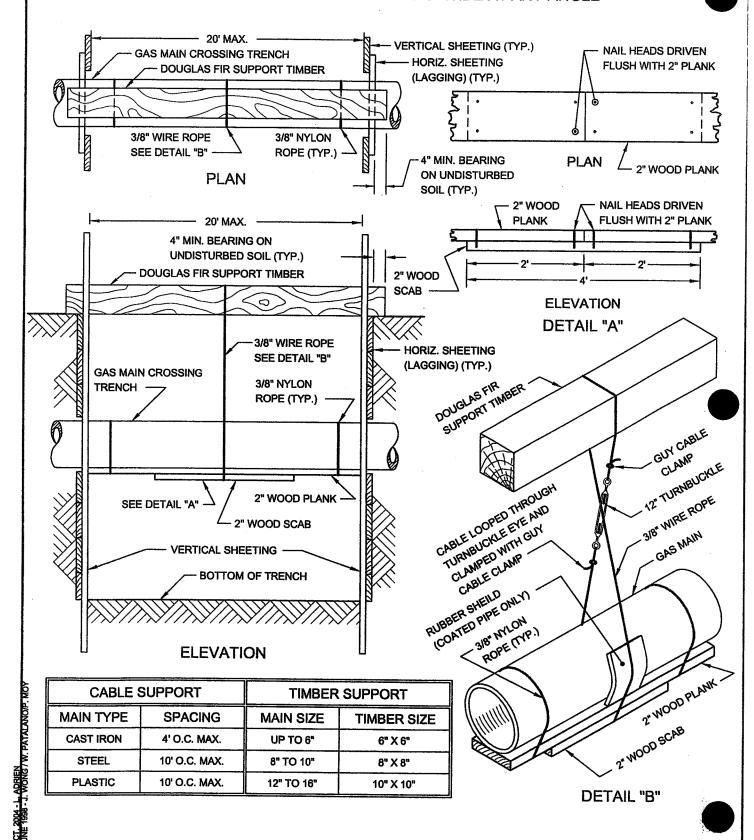
IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' 0" Wide At Any Angle
- Sketch No. 1A Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

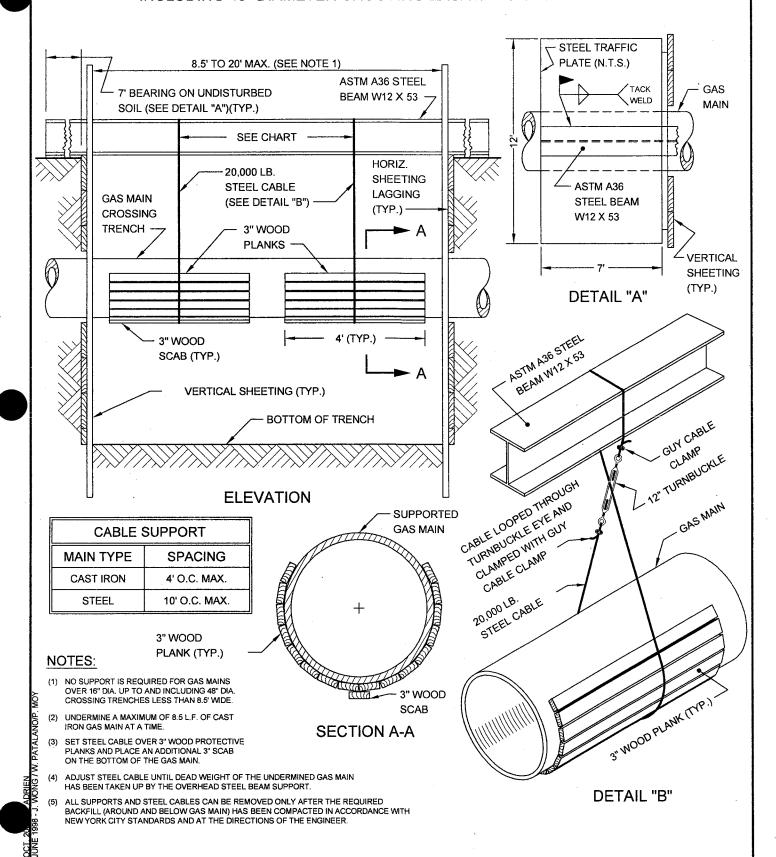
GAS COST SHARING WORK (SKETCH NO. 1)

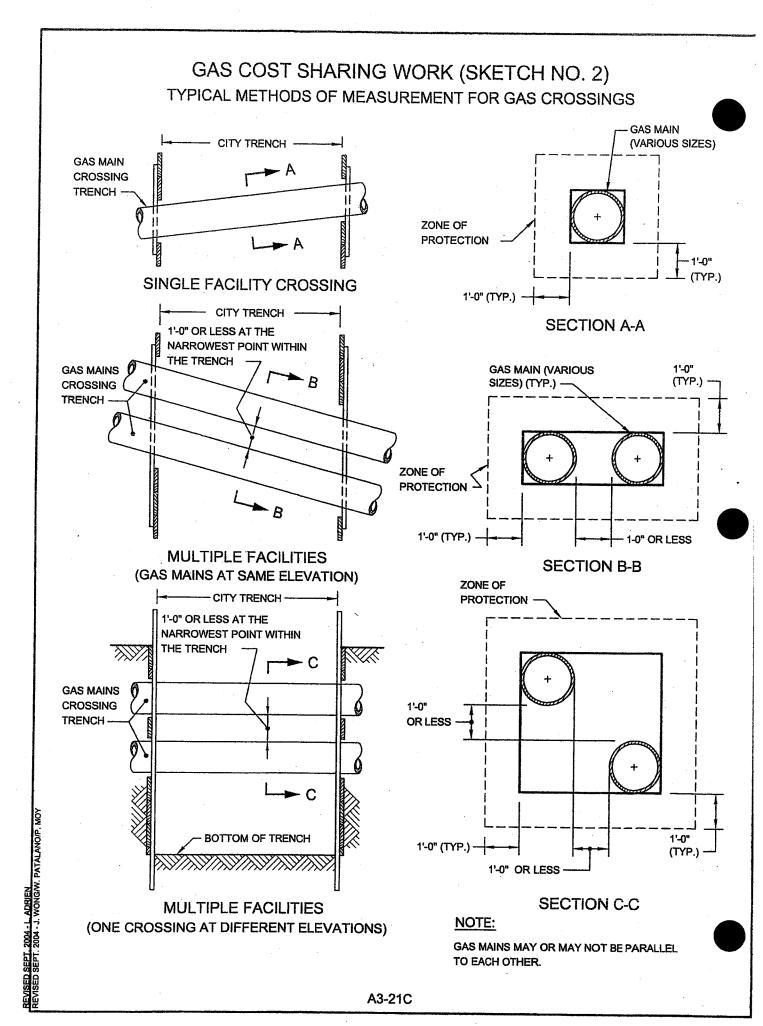
SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE



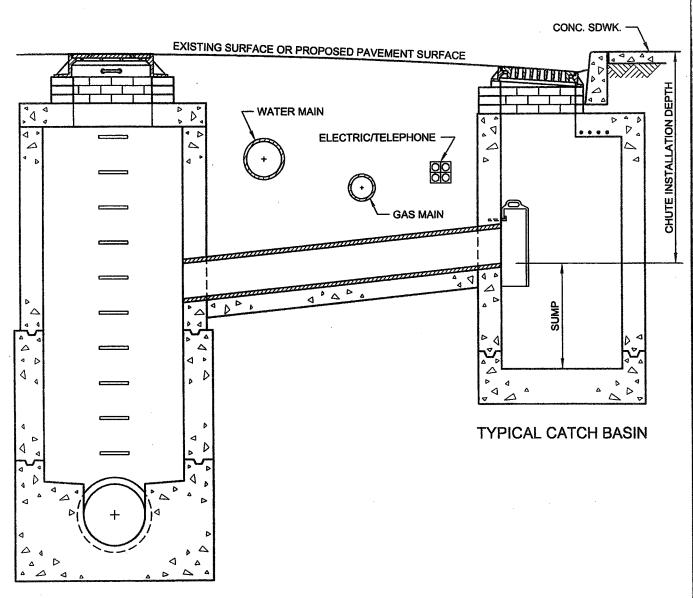
GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



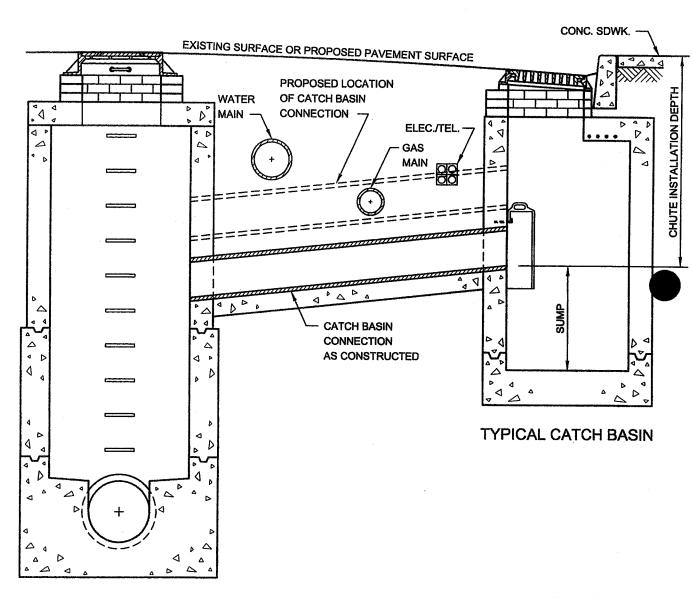


GAS COST SHARING WORK (SKETCH NO. 3) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



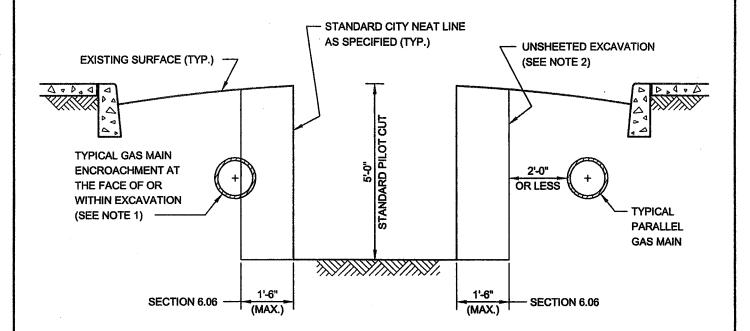
TYPICAL SEWER MANHOLE

GAS COST SHARING WORK (SKETCH NO. 4) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



TYPICAL SEWER MANHOLE

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.

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PROJECT ID.: SE798 ADDENDUM NO. 3

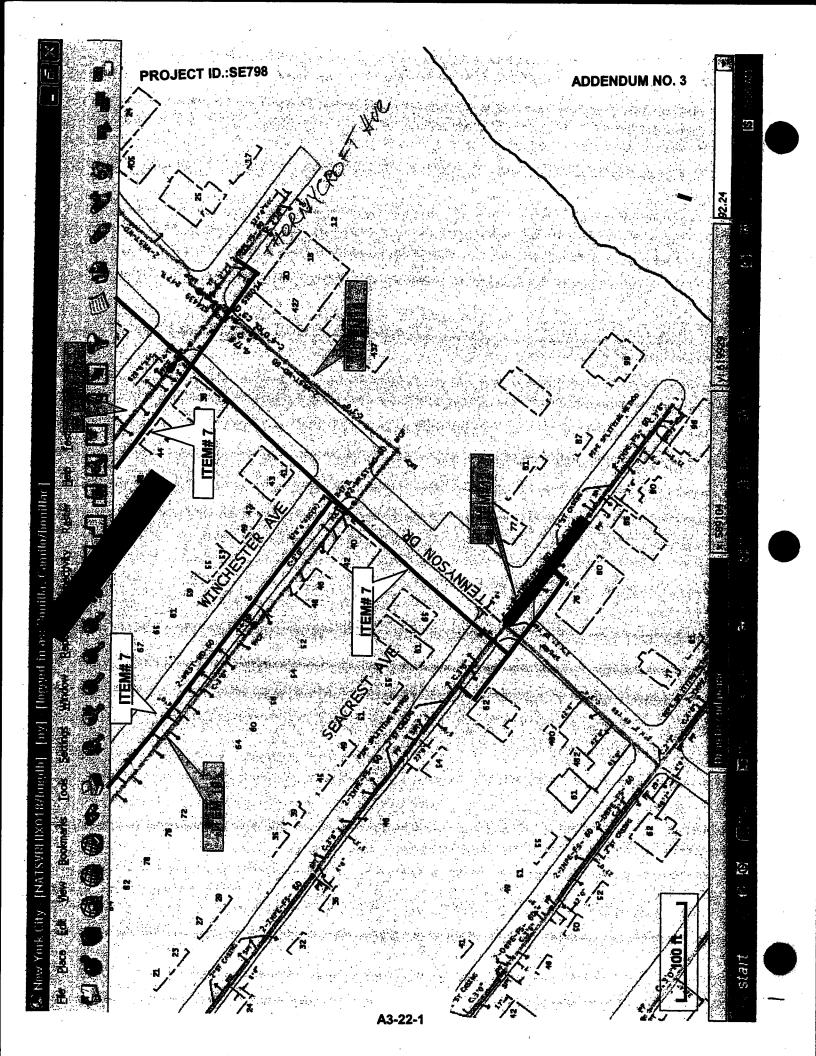
V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR.

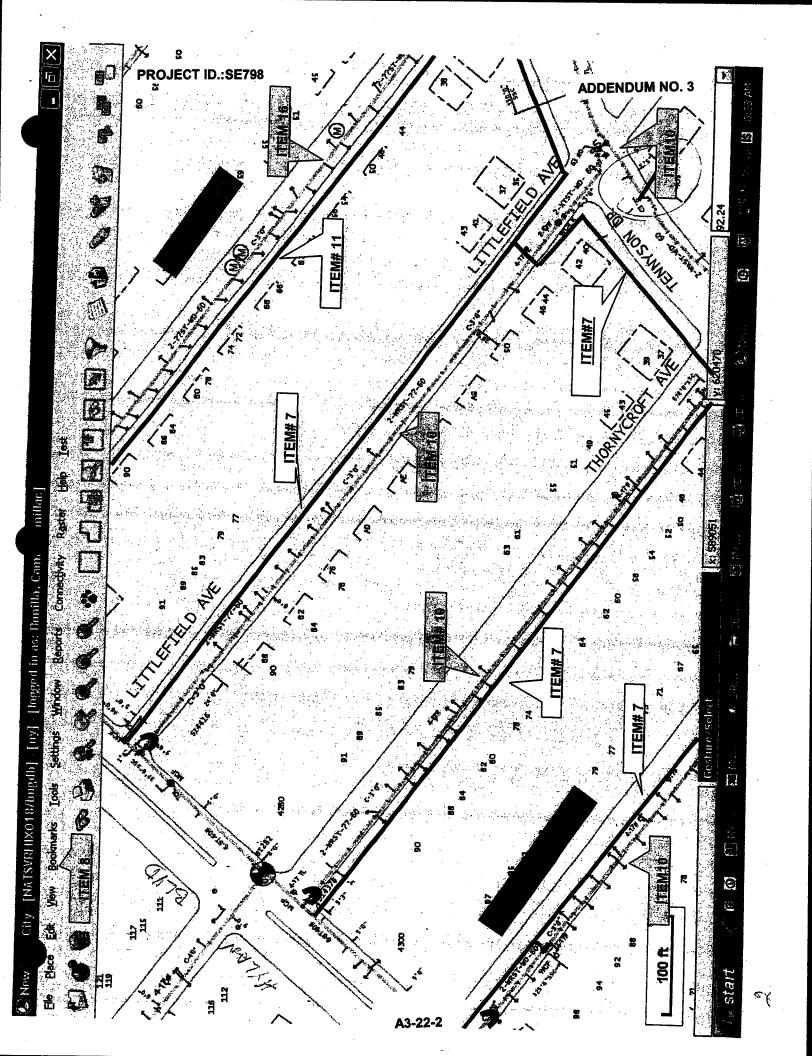
APPLICABLE TO ALL GAS DRAWINGS:

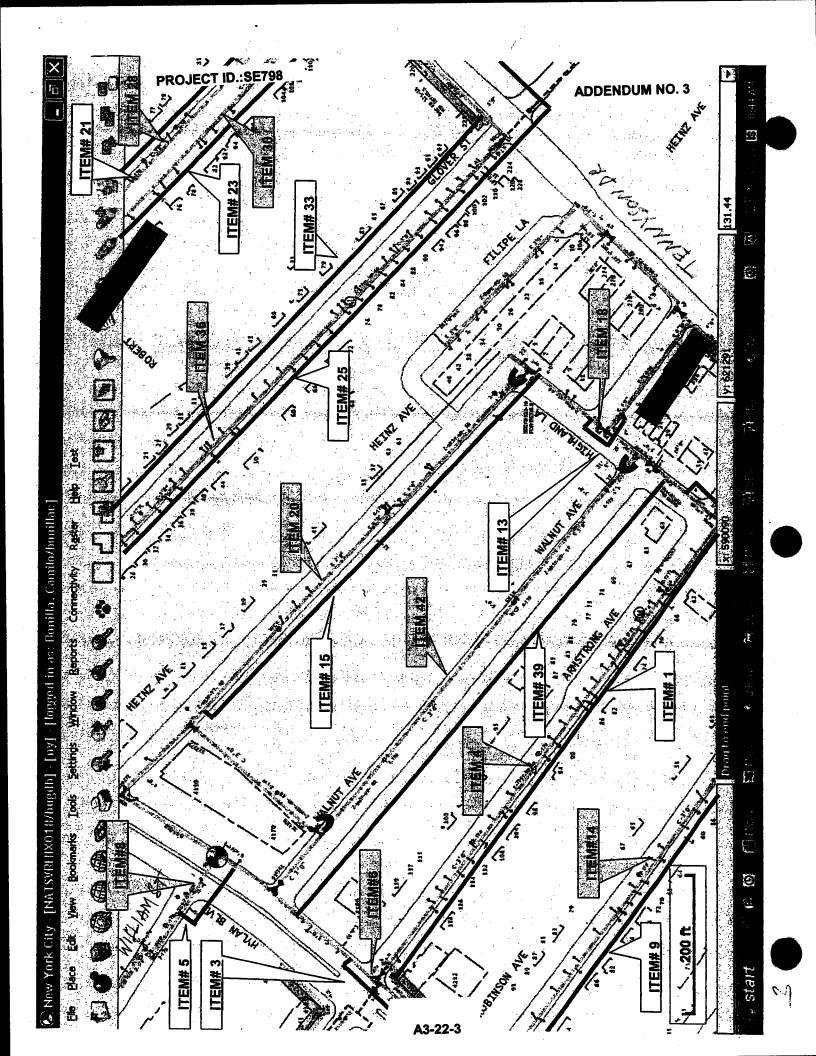
- ALL RELOCATION WORK SHOWN IN THIS ADDENDUM IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

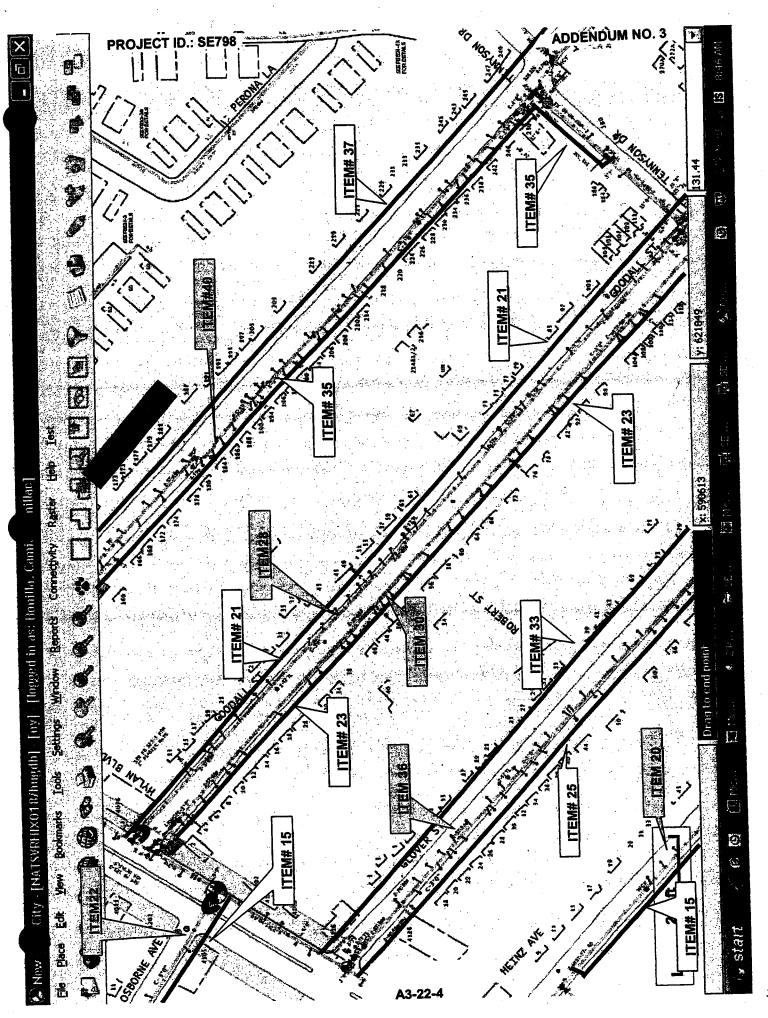
Neville Jacobs Jr.
National Grid Energy Delivery
287 Maspeth Avenue
Brooklyn, NY 11211
718-963-5612

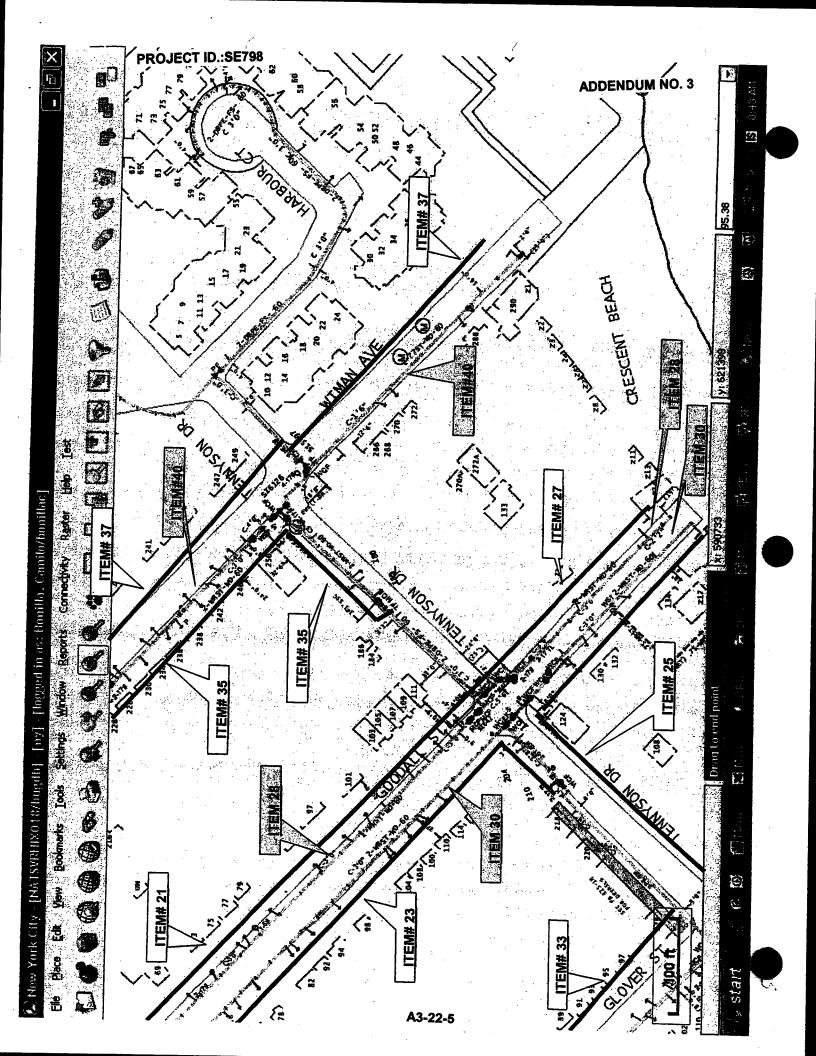
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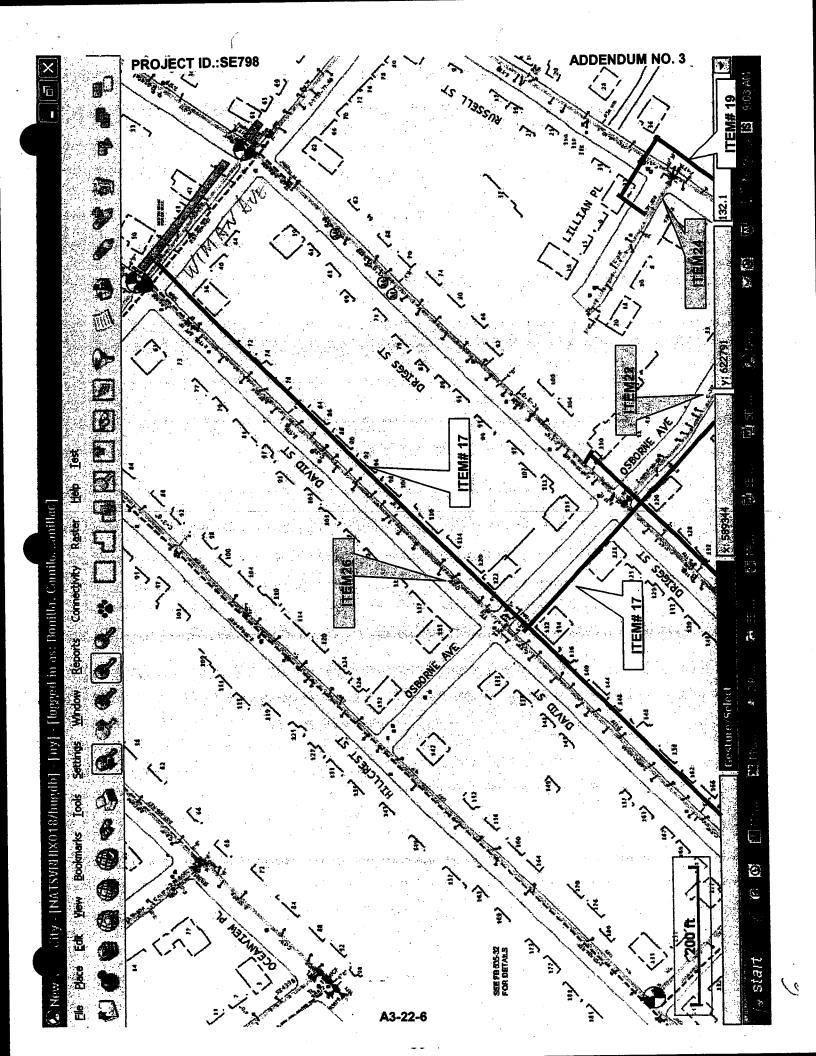


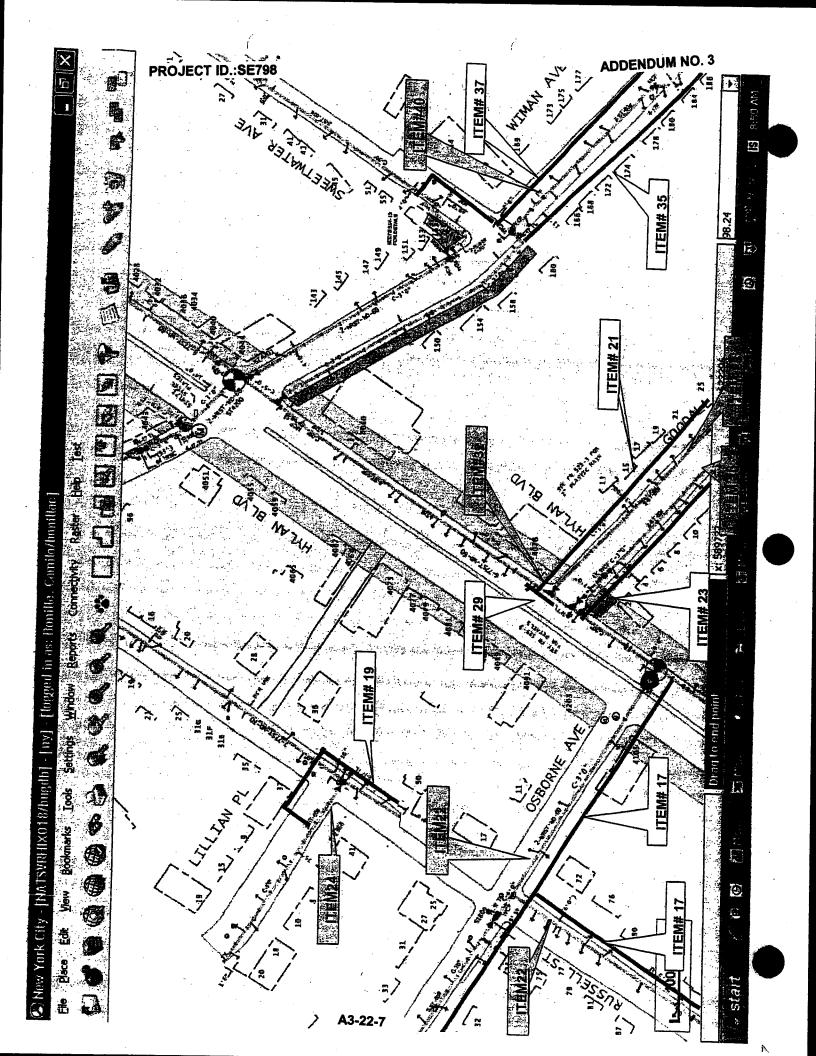


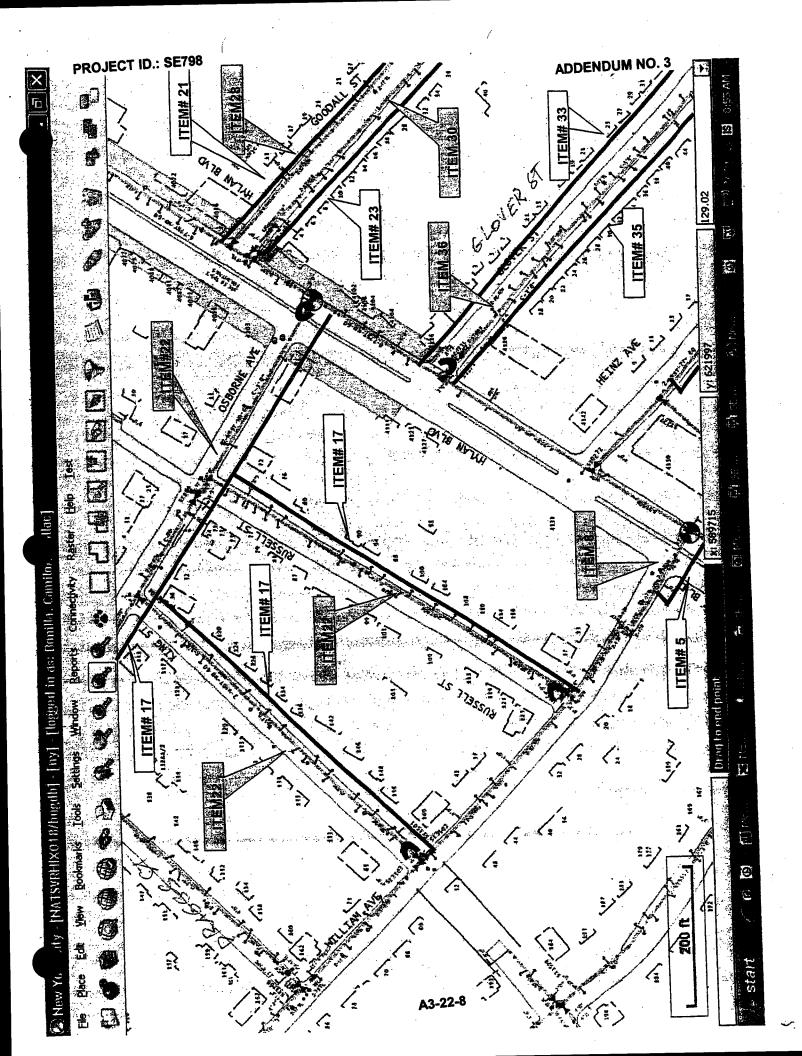












PROJECT ID.:SE798

SE 798 GAS MAIN INSTALLATION

	OL 130 OAS MAIN MOTALLATION											
\#	ON STREET	1ST X-STREET	2ND X-STREET	SIZE/MAT'L	FOOTAGE	PRESSURE	REMB					
	ARMSTRONG											
1	AVE	HYLAN BLVD	DEADEND	2" PL	1080'	HP-60#	Υ					
3	HYLAN BLVD	ARMSTRONG AVE	INTERSECTION	6" PL	90'	HP-60#	Υ					
5	HYLAN BLVD	WILLIAM AVE	INTERSECTION	2" PL	130'	HP-60#	Υ.					
7	LITTLEFIELD AVE	HYLAN BLVD	TENNYSON DR	2" PL	3340'	HP-60#	Υ					
9	ROBINSON AVE	HYLAN BLVD	TENNYSON DR	2" PL	910'	HP-60#	Y					
11	GROTON ST	HYLAN BLVD	TENNYSON DR	2" PL	800'	HP-60#	Υ					
13	HYLAN BLVD	POINT ST	INTERSECTION	2" PL	120'	HP-60#	Υ					
15	HEINZ AVE	HYLAN BLVD	HIGHLAND LA	2" PL	680'	HP-60#	Υ					
17	OSBORNE AVE	HYLAN BLVD	DAVID ST	2" PL	3660'	HP-60#	Υ					
19	RUSSELL ST	LILLIAN PL	INTERSECTION	2" PL	300'	HP-60#	·Y					
21	GOODALL ST	HYLAN BLVD	TENNYSON DR	2" PL	1165'	HP-60#	Υ					
23	GOODALL ST	HYLAN BLVD	TENNYSON DR	2" PL	1170'	HP-60#	Υ.					
	GLOVER ST	HYLAN BLVD	TENNYSON DR	2" PL	1830'	HP-60#	Υ					
27	GOODALL ST	TENNYSON DR	DEADEND	2" PL	340'	HP-60#	Y					
29	HYLAN BLVD	GOODALL ST	INTERSECTION	6" PL	20'	HP-60#	Y					
31	TENNYSON DR	POINT ST	INTERSECTION	2" PL	125'	HP-60#	Y					
33	GLOVER ST	HYLAN BLVD	TENNYSON DR	2" PL	1120'	HP-60#	Y					
35	WIMAN AVE	SWEETWATER AVE	TENNYSON DR	2" PL	1110'	HP-60#	Y					
37	WIMAN AVE	SWEETWATER AVE	DEADEND	2" PL	1475'	HP-60#	Y					
39	WALNUT AVE	HYLAN BLVD	HIGHLAND LA	2" PL	825'	HP-60#	N					
41	ARMSTRONG AVE	HYLAN BLVD	INTERSECTION	2" PL	25'	HP-60#	Y					

ADDENDUM NO. 3

SE 798 GAS MAIN RETIREMENT

ITEM#	ON STREET	1ST X-STREET	SAO MAIN IL			·	
	ARMSTRONG	131 A-STREET	2ND X-STREET	SIZE/MAT'L	FOOTAGE	PRESSURE	REMB
2	AVE	HIGHLAND LA	DEADEND	07.51			
	ARMSTRONG	- HOHEARD EA	DEADEND	2" PL	330'	HP-60#	Y
4	AVE	HYLAN BLVD	HIGHLAND LA	2" BS	740'		
6	HYLAN BLVD	ARMSTRONG AVE	INTERSECTION	6" WS	710' 90'	HP-60#	Y
			WATEROEO TOTAL	0 7/3	90	HP-60#	Y
. 8	HYLAN BLVD	WILLIAM AVE	INTERSECTION	2" WS	100'	HP-60#	Υ
	11771					111 0011	
10	LITTLEFIELD	100 444 544					•
	AVE SEACREST	HYLAN BLVD	TENNYSON DR	2" WS	2955'	HP-60#	Υ
12	AVE	TENNYSON DR	DEADENS				
	7,472	I ENNTSUNDR	DEADEND	2" PL	160'	HP-60#	Y
	ROBINSON				İ		_
14	AVE	HYLAN BLVD	TENNYSON DR	2" BS	845'	110 004	.,
			WITOON DK	2 50	040	HP-60#	<u>Y</u>
16	GROTON ST	HYLAN BLVD	TENNYSON DR	2" BS	790'	HP-60#	Υ
						111 -00#	
18	HYLAN BLVD	POINT ST	INTERSECTION	2" PL	100'	HP-60#	Υ
20	HEINZ AVE	100 444 544 5					
-20	OSBORNE	HYLAN BLVD	HIGHLAND LA	2" WS	680'	HP-60#	Y
22	AVE	HYLAN BLVD	DAVID ST	07.440			
		THEAT BEVD	DAVIDSI	2" WS	2060'	HP-60#	Υ
24	RUSSELL ST	LILLIAN PL	INTERSECTION	2" WS	210'	ND 604	
					210	HP-60#	Y
26	DAVID ST	WILLIAM AVE	WIMAN AVE	2" WS	1240'	HP-60#	Y
	0000444					111 0011	
28	GOODALL ST	HYLAN BLVD	TENNYSON DR	2" WS	1460'	HP-60#	Y
30	GOODALL ST	LIVI ANI DI VO	T541117/001175		•		
	COODALL ST	HYLAN BLVD	TENNYSON DR	2" WS	1570'	HP-60#	Υ
32	HYLAN BLVD	GOODALL ST	INTERSECTION	6" \\C			7
	TENNYSON	JOODALL OT	INTERSECTION	6" WS	20'	HP-60#	Y
34	DR	POINT ST	INTERSECTION	2" PL	60'	HP-60#	
						TIT-0U#	Y
36	GLOVER ST	HYLAN BLVD	TENNYSON DR	2" WS	1150'	HP-60#	Y
40	VACIDA A DI ANCO	Olareman					
40	WIMAN AVE	SWEETWATER AVE	TENNYSON DR	2" WS	1615'	HP-60#	Y
42	WALNÚT AVE	HVIANDIVO	LUCIUANDIA				
76-	ARMSTRONG	HYLAN BLVD	HIGHLAND LA	2" WS	690'	HP-60#	N
44	AVE	HYLAN BLVD	INTERSECTION	2" PL	25'	HD 60#	
······································			"TENOLOTION	2 FL	25'	HP-60#	<u>Y</u>

PROJECT ID.: SE798

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES.

(NO TEXT IN THIS AREA, TURN PAGE)

SCOPE OF WORK SUPPORT AND PROTECTION FOR CONTRACT NUMBER SE-798

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.)

- 1 in Hylan Blvd @ Walnut Ave
- 1 in Tennyson Dr. @ Seacrest Ave
- 1 in Tennyson Dr. @ Winchester Ave
- 1 in Osborne Ave @ Russell St
- 1 in Groton St @ Tennyson Dr.
- 1 in Tennyson Dr. @ Thornycroft Ave
- 1 in Osborne Ave @ King St
- 3 in Osborne Ave @ Driggs St
- 1 in Hylan Blvd @ William Ave
- 1 in Tennyson Dr. @ Littlefield Ave
- 2 in Hylan Blvd @ Armstrong Ave
- 1 in Hylan Blvd @ Walnut Ave
- 1 in Hylan Blvd @ Osborne Ave
- 1 in Osborne Ave @ David St
- 2 in Hylan Blvd @ Wiman Ave
- 1 in Highland La @ Heinz Ave
- 1 in Russell St @ Lillian Pl

6.01.2 - Support & Protect Gas Main Crossing Sewer 30" In Diameter (Ea.)

- 1 in Tennyson Dr. @ Point St
- 1 in Highland La @ Point St
- 1 in Tennyson Dr. @ Thornycroft Ave
- 1 in Wiman Ave @ Tennyson Dr.

6.01.3 - Support & Protect Gas Main Crossing Sewer 36" Thru 42" In Diameter (Ea.)

1 in Osborne Ave @ King Street

6.01.4 - Support & Protect Gas Main Crossing Sewer 48" Thru 54" In Diameter (Ea.)

- 1 in Osborn Ave @ David St
- 1 in Osborne Ave @ Driggs Ave

6.01.5E - Support & Protect Gas Main Crossing Sewer 5'-0"W x 4'-0"H F.T.R.C. (Ea.)

- 1 in Highland Ave @ Armstrong Ave
- 1 in Hylan Blvd @ Armstrong Ave

SCOPE OF WORK SUPPORT AND PROTECTION FOR CONTRACT NUMBER SE-798

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.

6.01.7X - Support & Protect Gas Main Crossing Sewer 6'-6"W x 4'-6"H F.T.R.C. (Ea.)

1 in Hylan Blvd @ William Ave 1 in Hylan Blvd @ Osborne Ave

6.01.8 - Support & Protect Gas Services Crossing Trenches and/or Excavations (Ea.)

253 in Various Locations As Required

6.01.9 - Support & Protect Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)

2 in Hylan Blvd @ Armstrong Ave

1 in Armstrong @ Highland La

1 in Hylan Blvd @ Heinz Ave

1 in Hylan Blvd @ Osborne Ave

1 in Hylan Blvd @ Walnut Ave

1 in Osborne Ave @ Russell St

1 in Osborne Ave @ Driggs Ave

1 in Tennyson Dr. @ Winchester Ave

1 in Hylan Blvd @ Wiman Ave

1 in Hylan Blvd @ Goodall St

1 in Hylan Blvd @ Glover St

1 in Hylan Blvd @ Walnut Ave

1 in Osborne Ave @ King St

4 in Hylan Blvd @ Robinson Ave

2 in Tennyson Dr. @ Thornycroft Ave

1 Russell St @ Lillian Pl

1Glover St @ Tennyson Dr.

6.02 - Extra Excavation For the Installation of Catch Basin Sewer Drain Pipes with gas interferences (Ea.)

17 in Various Locations As Required

6.03 - Removal Of Abandoned Gas Facilities. All Sizes (L.F.)

14,200 in Various Locations As Required

SCOPE OF WORK SUPPORT AND PROTECTION FOR CONTRACT NUMBER SE-798

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.

6.03.1 - Removal Of Abandoned Gas facilities with Possible Coal Tar Wrap. All sizes. (L.F.)
(For National Grid work Only)

5,000 in Various Locations As Required

6.04 - Adjust Hardware to Grade Using Spacer Rings/Adaptors (Street repaying) (Ea.)

40 in Various Locations As Required

6.05 - Adjust Hardware to Grade by Resetting (Road Reconstruction) (Ea.)

70 in Various Locations As Required

6.06 - Special Care Excavation & Backfilling (C.Y.)

2,000 in various locations, as required, including but not limited to all gas services crossing unsheeted water main trenches.

6.07 - Test Pits For Gas Facilities (C.Y.)

100 in Various Locations As Required

END OF ADDENDUM NO. 3
This Addendum consists of thirty-seven (37) pages.

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto

BOROUGH OF STATEN ISLAND

ADDENDUM NO. 4

DATED: December 1, 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.

SPECIFICATIONS FOR
HANDLING, TRANSPORTATION AND DISPOSAL
OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS
CONTAMINATED MATERIALS

(NO TEXT ON THIS PAGE)

SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

STORM & SANITARY SEWERS IN ROBINSON AVENUE

Borough of Staten Island

DDC Project No. SE798

Prepared By:

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

30-30 Thomson Avenue, 3rd Floor Long Island City, New York 11101

Date: 8/29/2014

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ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ♦ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- ♦ Visual evidence of contamination
- Petroleum and/or chemical odors
- Soils that have been documented as contaminated in previous environmental reports

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 — Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Administration, Engineering Support Services (ESS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

A. <u>Material Handling Plan</u>: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

- 1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
- 2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
- 3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
- 4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - a. Name and Waste Transporter Permit Number
 - b. Address
 - c. Name of responsible contact for the hauler
 - d. Telephone number for the contact
 - e. Any and all necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
- 5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
- 6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
- 7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
 - a. Facility name and the State identification number
 - (1) Facility location
 - (2) Name of responsible contact for the facility
 - (3) Telephone number for contact
 - (4) Signed letter of agreement to accept waste as specified in this contract
 - (5) Unit of measure utilized at facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
- d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
- e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
- f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
- 8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS

- A. Containers shall be as required in the United State Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Administration, ESS.

8.01 C1.3 CONSTRUCTION DETAILS

A. Material Handling

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
 - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally

- identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.
- 4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- 5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal or Treatment Facility

1. General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. The Program Administration, ESS shall review and approve waste profiles before transportation to the TSD facility.

2. Hauling

a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.

- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.
- d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Administration, ESS at no additional cost to the City.
- f. The Contractor shall develop, document, and implement a policy for accident prevention.
- g. The Contractor shall not combine contaminated materials from other projects with material from this project.
- h. No material shall be transported until approved by the DDC.

3. Off-Site Disposal

- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and if approved shall be at no extra cost to the City.
- b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated treatment and/or disposal services.
- c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
- e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

4. Equipment and Vehicle Decontamination

a. The Contractor shall design and construct a portable decontamination station to be

- used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S Health and Safety.
- b. Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT

Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

8.01 C1.5 PRICE TO COVER

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S Health and Safety.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PARAMETERS.

8.01 C2.1 WORK TO INCLUDE

A. Description

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

B. Sampling and Laboratory Analysis

- 1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) to the Program Administration, Engineering Support Services (ESS) for review and approval. The plan shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The plan shall also include training and experience of the personnel who will collect the samples.
- shall sample and analyze representative samples of the Contractor 2. contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 500 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a five (5) calendar days turn around time and analytical results must be submitted to Program Administration, ESS upon receipt of the analytical results.
- 3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
- 4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
- 5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
- 6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

- 7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:
 - 1. Sample identification number
 - 2. Sample location
 - 3. Field observation
 - 4. Sample type
 - 5. Analyses
 - 6. Date/time of collection
 - 7. Collector's name
 - 8. Sample procedures and equipment utilized
 - 9. Date sent to laboratory and name of laboratory
- 8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.
- 9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
- 10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

Payment will be made under:

ITEM NUMBER ITEM PAYMENT UNIT

8.01 C2 Sampling and Testing of Contaminated/ Set
Potentially Hazardous Soil for Disposal Parameters

ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Administration, Engineering Support Services (ESS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

- A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:
 - 1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
 - 2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
 - 3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - Name and waste transporter permit number

- b. Address
- c. Name of responsible contact for the hauler
- d. Telephone number for the contact
- e. Any and all necessary permit authorizations for each type of waste transported
- f. Previous experience in performing the type of work specified herein
- 4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
- 5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
- 6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
- 7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
 - a. General Information
 - (1) Facility name and the EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Signed letter of agreement to accept waste as specified in this contract
 - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
 - (7) Unit of measure utilized at each facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
 - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.

- f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.
- 8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

8.01 H1.3 CONSTRUCTION DETAILS

A. Material Handling

- 1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S Health and Safety.
- 2. The Contractor shall handle hazardous soil as approved in the MHP.
- 3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
- 4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.

B. Off-Site Transportation and Disposal

1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.

2. Weight Measurement

- a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
- b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.

3. General

- a. Manifests: The Contractor shall organize and maintain the material shipment records/manifests required by law.
- b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
- d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

4. Hauling

- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
- e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- g. The Contractor shall develop, document, and implement a policy for accident prevention.
- h. The Contractor shall not combine hazardous materials from other projects with material from this project.
- i. The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Administration, ESS will review and sign the manifest as the generator.

j. No materials shall be transported until approved by the DDC.

5. Off-Site Disposal

- a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.
- b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.
- c. The Contractor shall submit all results and weights to the DDC.
- d. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Administration, ESS.
- 6. Equipment and Vehicle Decontamination

The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

7. Record Keeping

The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

8.01 H.4 METHOD MEASUREMENT

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H1.3.B.2, that are capable of generating load tickets.

8.01 H.5 PRICE TO COVER

A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to

- complete the work as specified herein for handling, transporting and disposal of hazardous soils.
- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall be paid under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C The independent Environmental Consultant shall be paid under Item 8.01 S Health and Safety.
- D. Backfill will be paid for under its respective item.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 H	Handling, Transporting, and Disposal of Hazardous Soils	Tons

ITEM 8.01 S HEALTH AND SAFETY

8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Administration, Engineering Support Services (ESS).

Work shall include, but not be limited to:

- 1. Implementation of a baseline medical program.
- 2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
- 3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
- 4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
- 5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
- 6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Administration, ESS demonstrating the minimum requirements as set forth below:

- 1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
- 2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
- 3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
- 4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
- 5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

- 1. The Contractor shall submit, within forty-five (45) calendar days after the contract award, a written HASP as specified herein, to Program Administration, ESS for review and comment. The Contractor shall make all necessary revisions required by Program Administration, ESS and resubmit the HASP to the Program Administration, ESS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Administration, ESS.
- 2. Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.
- 3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance

- regarding environmental and safety issues. The report shall carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.
- Medical Surveillance Examinations: The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
- Accident Reports: All accidents, spills, or other health and safety incidents shall be 5. reported to the DDC.

Health and Safety Plan D.

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

- Description of work to be performed
- 2. Site description
- 3. Key personnel
- Worker training procedures 4.
- Work practices and segregation of work area 5.
- Hazardous substance evaluation 6.
- 7. Hazard assessment
- Personal and community air monitoring procedures and action levels 8.
- Personal protective equipment 9.
- Decontamination procedures 10.
- Safety rules 11.
- Emergency procedures 12.
- Spill control, dust control, vapor/odor suppression procedures 13.
- Identification of the nearest hospital and route 14.
- Confined space procedures 15.
- Excavation safety procedures 16.

MEASUREMENT 8.01 S.2

Health and Safety Requirements

25% of the lump sum price will be paid when the following items are implemented or Α. mobilized:

Medical surveillance program

Health and safety training

Health and safety plan

Environmental and personnel monitoring

Instrumentation

Spill control

Dust control

Personnel and equipment decontamination facilities

Personnel protective clothing

Communications

Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.
- C 25% will be paid when the operation is demobilized and removed from the project site.

8.01 S.3 PRICE TO COVER

Health and Safety Requirements

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.

E. Spill Control

- 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
- 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H Handling, Transporting and Disposal of Hazardous Soils, as appropriate.

F. Dust Control

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.

G. Vapor/Odor Suppression

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

ITEM NUMBERITEMPAYMENT UNIT8.01 SHealth and SafetyLump Sum

ITEM 8.01 W1 REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

8.01 W1.1 WORK TO INCLUDE

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Administration, Engineering Support Services (ESS) demonstrating the minimum requirements as set forth below:

- 1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
- 2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
- 3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
- 4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
- 5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

- A. On-site treatment and discharge into New York City combined sanitary/storm sewers.
 - 1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:
 - Title 15-New DEP Sewer Use Regulations.
 - 2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
 - a. Industrial waste approval for the New York City sewer system.
 - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
 - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, DEP.
 - 3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.

f. Disposal of Treatment Media

- (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
- (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

lading, certificates of recycling or destruction and other applicable documentation.

(3) Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.

B. Off-Site Disposal

- 1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
- 2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
 - a. (1) Name and waste transporter permit number
 - (2) Address
 - (3) Name of responsible contact for the hauler
 - (4) Any and all necessary permit authorizations for each type of waste transported
 - (5) Previous experience in performing the type of work specified herein
 - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
 - (1) Facility name and EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Unit of measure utilized at facility for costing purposes
 - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
 - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
 - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

(1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be

approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

- d. Equipment and Vehicle Decontamination
 - (1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S Health and Safety.

8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

8.01 W1.4 PRICE TO COVER

- A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 W1	Removal, Treatment and Disposal/Discharge of	Day

ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

8.01 W2.1 WORK TO INCLUDE

A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

- 1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
- 2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.
- 3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
- 4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
- 5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
 - a. Sample identification number
 - b. Sample location
 - c. Field observation
 - d. Sample type
 - e. Analyses
 - f. Date/time of collection
 - g. Collector's name
 - h. Sample procedures and equipment used
 - i. Date sent to laboratory/name of laboratory
- 6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.

- 7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
- 8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
- 9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
- 10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

Payment will be made under:

ITEM NUMBER ITEM PAYMENT UNIT

8.01 W2 Sampling and Testing of Contaminated Water Set

ATTACHMENT 1

New York City Department of Environmental Protection
Limitations for Discharge To Storm, Sanitary/Combined Sewer

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF WASTEWATER TREATMENT

Limitations for effluent to storm, sanitary or combined sewers

Parameter .	Daily Limit	Units	Sample Type	Monthly Limit
Oil & Grease	15	mg/l	Instantaneous	
Total Petroleum Hydrocarbons	50	mg/l	Instantaneous	
pH Range (Storm sewer)	6.5-8.5	SU's	Instantaneous	
(Sanitary sewer)	5-11			
Benzene	134	ppb	Instantaneous	57
Ethyl benzene	380	ppb	Instantaneous	142
Toluene	74	ppb	Instantaneous	28
Xylenes Total	74	ppb	Instantaneous	28
Temperature	< 150	°F	Instantaneous	
Cadmium	2	mg/l	Instantaneous	
	0.69	mg/l	Composite	
Chromium VI	5	mg/l	Instantaneous	<u> </u>
Copper	5	mg/l	Instantaneous	· · · · · · · · · · · · · · · · · · ·
Lead	2	mg/l	Instantaneous	
Mercury	0.05	mg/l	Instantaneous	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Nickel	3	mg/l	Instantaneous	
Zinc	5	mg/l	Instantaneous	
Flash Point	> 140	°F	Instantaneous	
Total Suspended Solids	350	ppm	Instantaneous	
PCB's Total*	1	ppb	Composite	
Perc (Tetrachloroethylene)	20	ppb	Instantaneous	
MTBE (Methyl-Tert-Butyl-Ether)	10	ppb	Instantaneous	10
Naphthalene	47	ppb	Instantaneous	19

^{*} Analysis for PCB's are requested only if both conditions listed below are met:

Analysis for PCB's must be conducted by USEPA Method 608 only with MDL = 65ppt

¹⁾ If proposed discharge > 10,000 gpd

²⁾ If duration of discharge > 10 days

ATTACHMENT 2

Applicable Regulations

Applicable regulations include, but are not limited to:

- 1. 49 CFR 100 to 179 DOT Hazardous Materials Transport and Manifest System Requirements
- 2. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
- 3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
- 4. 6 NYCRR 364- Waste Transporter permits
- 5. Local restrictions on transportation of waste/debris
- 6. 40 CFR 260 to 272 Hazardous Waste Management (RCRA)
- 7. 6 NYCRR 371 Identification and Listing of Hazardous Wastes
- 8. 6 NYCRR 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
- 9. 6 NYCRR 373-1 Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
- 10. 6 NYCRR 376 Land Disposal Restrictions
- 11. Posted weight limitations on roads or bridges
- 12. Transportation Skills Programs, Inc. 1985 Hazardous Materials and Waste Shipping Papers and Manifests
- 13. Other local restrictions on transportation of waste/debris
- 14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
- 15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
- 16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
- 17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
- 18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
- 19. NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
- 20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
- 21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
- 22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
- 23. ANSI, Protective Footwear, Z358.1 (1981)
- 24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
- 25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
- 26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"

- 27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
- 28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
- 29. Department of Transportation 49 CFR 100 through 179
- 30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
- 31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
- 32. Environmental Protection Agency 40 CFR 262 and 761
- 33. Resource Conservation and Recovery Act (RCRA)
- 34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

ATTACHMENT 3

Definitions

- Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.
- **Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.
- Exclusion Zone: Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.
- Hazard Assessment: An assessment of any physical hazards that may be encountered on a work site.
- Hazardous Soils: Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.
- Health and Safety Plan: A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.
- Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.
- Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.
- PCBs: Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.
- **Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.
- RCRA Hazardous Waste Characteristics: Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.
- **Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

ATTACHMENT 4

Phase II Subsurface Corridor Investigation Report

A4-40

- Final -

Phase II Subsurface Corridor Investigation Report
For
Storm and Sanitary Sewers in Robinson Avenue
Staten Island, New York

DDC PROJECT NO. SE798

WORK ORDER NO. 6546-ATC-6438

CONTRACT REGISTRATION NO. 20090016802

Prepared for:



Bureau of Environmental and Geotechnical Services
30-30 Thomson Avenue, Fifth Floor
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ATC Associates Inc.

104 East 25th Street, 10th Floor
New York, NY 10010

PROJECT NO. 015.38500.0074

March 12, 2010

A4-41



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New York City Department of Design and Construction
Phase II Subsurface Corridor Investigation
Storm and Sanitary Sewers in Robinson Avenue, Staten Island, New York

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EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (NYCDDC), ATC Associates, Inc. (ATC) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the following 15 street segments located in the Great Kills section of Staten Island, New York (hereinafter referred to as the Corridor):

- 1. Hylan Boulevard, between Wiman Avenue and Robinson Avenue;
- 2. Tennyson Drive, between Wiman Avenue and Armstrong Avenue;
- 3. Tennyson Drive, between Seacrest Avenue and Robinson Avenue;
- 4. Wiman Avenue, between Hylan Boulevard and Tennyson Drive:
- 5. Wiman Avenue between Hylan Boulevard and Russell Street;
- 6. Goodall Street, between Hylan Boulevard and Tennyson Drive:
- 7. Glover Street, between Hylan Boulevard and Tennyson Drive;
- 8. Heinz Avenue, between Hylan Boulevard and Highland Lane;
- 9. Walnut Avenue, between Hylan Boulevard and Highland Lane;
- 10. Highland Lane, between Walnut Avenue and Heinz Avenue;
- 11. Point Street, between Highland Lane and Tennyson Drive;
- 12. Robinson Avenue, between Hylan Boulevard and Tennyson Drive;
- 13. Robinson Avenue between Tennyson Drive and Bulkhead:
- 14. Littlefield Avenue between Tennyson Drive and Hylan Boulevard; and
- 15. Osborn Avenue, between Russell Street and Hylan Boulevard.

ATC prepared a Phase I Corridor Assessment Report (Phase I CAR) dated August 25, 2009, which presented the results of a survey conducted along the Corridor to assess the presence of potential sources of subsurface contamination within, and in the immediate vicinity of, the Corridor. The Phase I CAR identified one (1) site that had a potential "High" risk and eight (8) sites that had a potential "Moderate" risk to impact the subsurface (soil and/or groundwater) of the Corridor and recommended the performance of a Phase II SCI. The objective of the Phase II SCI was to assess the presence of subsurface contamination that might impact proposed construction activities. The proposed construction activities for the Corridor include infrastructure improvements consisting of the installation and/or repair of storm and sanitary sewers. The Phase II SCI consisted of the following components:

- The advancement of 10 soil borings (SB-01 through SB-10) to a maximum depth of 20 feet below grade (ftbg) or to refusal, whichever was encountered first, and the field screening of soil samples, including photo-ionization detection (PID) readings and visual and olfactory indicators of contamination (staining, odors):
- The collection five (5) soil samples, which were analyzed for the following parameters: (1) United States Environmental Protection Agency (EPA) Target Compound List (TCL) volatile organic compounds (VOCs); (2) Target Compound List (TCL) Base Neutral/Acid (BN/A) extractable semi-volatile organic compounds (SVOCs); (3) Target Analyte List (TAL) metals; (4) TCL pesticides; and (5) TCL polychlorinated biphenyls (PCBs);



- The collection of three (3) waste characterization samples, which were analyzed for: (1) the EPA Full Toxicity Characteristics Leaching Procedure (TCLP); (2) the Resource Conservation and Recovery Act (RCRA) Characteristics (ignitability, reactivity and corrosivity); and (3) Total Petroleum Hydrocarbons Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO);
- The installation of three (3) temporary well points (TWPs), the collection of one (1) groundwater sample from each TWP and the laboratory analyses of these samples for the parameters published by the New York City Department of Environmental Protection (NYCDEP) as Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria); and
- The preparation of this report, with tables summarizing the laboratory analytical results and figures depicting boring sample locations, significant site features and, if applicable, contamination occurrence and distribution.

In order to evaluate the subsurface soil and groundwater quality, laboratory analytical results were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Technical and Administrative Guidance Memorandum #4046 (TAGM) dated 1994 [including Eastern United States (EUS) Soil Background Concentrations for metals]; (2) NYSDEC Spill Technology and Remediation Series (STARS) 1992 Memo #1, Petroleum-Contaminated Soil Guidance Policy Toxicity Characteristic Leaching Procedure (TCLP) Alternative Guidance Values (AGVs); (3) NYSDEC Subpart 375-6: Remedial Program Unrestricted and Restricted Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs); and (4) the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and NYSDEC Part 371. In order to evaluate the groundwater quality, the laboratory analytical results for the groundwater samples were compared to the NYCDEP Sewer Discharge Criteria.

The subsurface soils encountered during this Phase II SCI from grade to 20 ftbg consisted predominantly of sand and silt, with variable amounts of gravel and clay, which are consistent with glaciofluvial deposits. Man-made materials (brick, concrete, cinders, ash, glass, etc) and/or wood fragments, which are indicative of urban fill, were not encountered. Bedrock was not encountered and is anticipated to be at depths greater than 100 ftbg.

Field screening identified a petroleum odor in two (2) borings (SB-01 and SB-02) at depths ranging from approximately 15 to 17 ftbg. These depths appear to coincide with the groundwater table fluctuation zone. A slight odor and a petroleum sheen were also noted in one groundwater sample collected from SB-01. The borings were advanced on the sidewalk, in front of the potential "High" risk site, located at 4180 Hylan Boulevard and identified as Dr. Lube (also known as PJR Auto Service Station). No stains or PID readings were identified in these two borings. The field screening did not identify evidence of petroleum impacts, such as stained soil, petroleum odors or PID readings in the remaining eight (8) borings associated with the eight (8) "Moderate" risk sites.



VOCs, consisting mainly of petroleum components, were detected in one (1) of the five (5) soil samples collected (SB-01) at concentrations exceeding applicable standards, including Unrestricted Use (Track 1) SCOs and the STARS TCLP AGV. None of the detected concentrations exceeded the TAGM RSCOs or the Restricted Use (Track 2) SCOs.

Several SVOCs were detected in one (1) soil sample (SB-03) at concentrations exceeding their corresponding applicable standards, including TAGM RSCOs and STARS TCLP AGVs.

Several metals were detected in all five (5) soil samples at concentrations exceeding the TAGM RSCOs and/or the 20 Times RCRA Hazardous Waste Levels. However, the detected concentrations were below the Unrestricted Use (Track 1) SCOs and the EUS Background levels.

Pesticides and PCBs were not detected above applicable standards.

The three (3) waste characterization soil samples did not exhibit evidence of hazardous waste characteristics. DRO was detected in all three (3) samples. There is no regulatory standard for this parameter.

Benzene, ethylbenzene, methyl-tert-butyl-ether (MTBE), toluene and xylenes (total) exceeded their corresponding NYCDEP Sewer Discharge Criteria in one (1) groundwater sample, which was collected from the TWP installed at SB-01, located in front of 4180 Hylan Boulevard, a former gasoline station. A slight odor and petroleum sheen were also observed in this groundwater sample. Total Suspended Solids (TSS) was detected at concentrations that exceed the NYCDEP Sewer Discharge Criteria in all three (3) groundwater samples.

Conclusions

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- Field screening and laboratory analytical results identified petroleum-impacted soils in front
 of 4180 Hylan Boulevard, a former gasoline station. This residual petroleum contamination
 is attributed to historic releases (Spill Nos. 9606498 and 0002073) from the former gasoline
 station.
- The subsurface soils contain elevated concentrations of VOCs, SVOCs and metals that exceed TAGM RSCOs, STARS TCLP AGVs and/or the 20 Times RCRA Hazardous Waste Levels. The elevated concentrations of VOCs are attributed to historic releases from a former gasoline station. The elevated concentrations of SVOCs are attributed to fill material, the potential presence of asphalt in the samples or to residuals from isolated releases of petroleum products in the roadways. The elevated concentrations of metals are attributed to natural (background) levels.
- The subsurface soils did not exhibit hazardous waste characteristics.



- DRO were detected in all three (3) of the soil waste characterization samples. The detection of DRO in the soil samples may be attributed to residuals from isolated releases of petroleum products in the roadways and/or to the detection of organic compounds that are not diesel constituents but are used by the laboratory as part of the analytical methodologies.
- One groundwater sample collected in front of 4180 Hylan Boulevard contained concentrations of VOCs that exceeded the NYCDEP Sewer Discharge Criteria. In addition, all three groundwater samples collected throughout the Corridor contained concentrations of TSS that exceeded the NYCDEP Sewer Discharge Criteria. A slight odor and a petroleum sheen were also noted in one groundwater sample (collected from SB-01). The presence of elevated concentrations of petroleum constituents in the groundwater in front of 4180 Hylan Boulevard is attributed to historic releases (Spill Nos. 9606498 and 0002073) from a former gasoline station at this location. The presence of elevated levels of TSS in the groundwater is attributed to the fact that the (unfiltered) sample was collected from a TWP and not a permanent monitoring well. However, the groundwater samples collected from TWPs are considered to be more representative of conditions to be encountered during construction activities.

Recommendations

Based on the results of the field investigation and laboratory analytical results, ATC recommends the following:

- The contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous contaminated soils for VOCS, SVOCs, and metals. The contract documents should also contain provisions for managing and transporting non-hazardous petroleum-impacted soils as a contingency. The contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations.
- Due to the presence of SVOC and metals concentrations above TAGM RSCOs in the investigated sites, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities. Specific requirements shall be reviewed for each situation in consultation with the New York State Department of Health (NYSDOH) to ensure proper applicability.



- Dewatering may be necessary during the proposed construction activities. Since VOCs were detected in one groundwater sample collected in front of 4180 Hylan Boulevard at concentrations exceeding the NYCDEP Sewer Discharge Criteria and TSS were detected in all three groundwater samples collected throughout the Corridor at concentrations exceeding the NYCDEP Sewer Discharge Criteria, groundwater may require pre-treatment for these parameters prior to discharge. Therefore, should dewatering be necessary during construction activities within the Corridor, the contractor should be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis prior to discharging into sanitary or combined sewers.
- If discharge into storm sewers is required during dewatering, it must be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit.
 Additional sampling and laboratory analysis will be required to satisfy NYSDEC requirements prior to discharge into storm sewers.
- Before beginning any excavation activity, the contractor shall submit a site-specific health and safety plan (HASP) that will meet the requirements set forth by Occupational, Safety and Health Administration (OSHA), the NYSDOH and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e. dust control procedures for VOCs, SVOCs and metals).

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1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (NYCDDC), ATC Associates, Inc. (ATC) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the following 15 street segments located in the Great Kills section of Staten Island, New York (hereinafter referred to as the Corridor):

- 1. Hylan Boulevard, between Wiman Avenue and Robinson Avenue;
- 2. Tennyson Drive, between Wiman Avenue and Armstrong Avenue;
- 3. Tennyson Drive, between Seacrest Avenue and Robinson Avenue;
- 4. Wiman Avenue, between Hylan Boulevard and Tennyson Drive;
- 5. Wiman Avenue between Hylan Boulevard and Russell Street;
- 6. Goodall Street, between Hylan Boulevard and Tennyson Drive;
- 7. Glover Street, between Hylan Boulevard and Tennyson Drive;
- 8. Heinz Avenue, between Hylan Boulevard and Highland Lane;
- 9. Walnut Avenue, between Hylan Boulevard and Highland Lane;
- 10. Highland Lane, between Walnut Avenue and Heinz Avenue;
- 11. Point Street, between Highland Lane and Tennyson Drive;
- 12. Robinson Avenue, between Hylan Boulevard and Tennyson Drive;
- 13. Robinson Avenue between Tennyson Drive and Bulkhead;
- 14. Littlefield Avenue between Tennyson Drive and Hylan Boulevard; and
- 15. Osborn Avenue, between Russell Street and Hylan Boulevard.

Infrastructure improvements consisting of the installation and/or repair of storm and sanitary sewers are proposed for the Corridor. The Phase II SCI was conducted to determine if the Corridor's environmental condition might impact proposed construction activities.

1.1 Summary of Previous Environmental Investigations

ATC prepared a Phase I Corridor Assessment Report (Phase 1 CAR) dated August 25, 2009, which presented the results of a survey conducted along the Corridor to assess the presence of potential sources of subsurface contamination within, and in the immediate vicinity of, the Corridor. The survey also included a review of fire insurance maps to document historical use and a limited review of the New York State databases to identify sites that are known to be contaminated.

The Phase I CAR identified one (1) site that had a final "High" risk and eight (8) sites that had a final "Moderate" risk to impact the subsurface of the Corridor and recommended advancing a total of ten (10) borings, installing temporary well points and collecting soil and groundwater samples to assess potential impacts.



HIGH RISK SITE

1. Dr. Lube / PJR Auto Service Station, 4180 Hylan Boulevard

MODERATE RISK SITES

- 1. Cannelle French Cleaners, 4125 Hylan Boulevard;
- 2. Gateway Cleaners, 4162 Hylan Boulevard;
- 3. Lee Miles Transmission, 4244 Hylan Boulevard;
- 4. Getty Service Station #324, 4000 Hylan Boulevard;
- 5. Mobil Station, 3981 Hylan Boulevard;
- 6. Guy's Custom Wheels, 4099 Hylan Boulevard;
- 7. Dentist Office (Commercial Building), 4222 Hylan Boulevard; and
- 8. Dentist Office (Commercial Building), 4076 Hylan Boulevard.

1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution. Drilling activities for the field investigation were performed by Zebra Environmental Corporation (Zebra) of Lynbrook, NY. Oversight of drilling activities was performed by ATC. Laboratory analyses were provided by CHEMTECH Consulting Group (CHEMTECH), of Mountainside, New Jersey, a New York State Department of Health (NYSDOH) approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control samples (i.e. field blanks, trip blanks, duplicates) were not collected for this project. The field investigation was conducted on February 4 and 5, 2010 and consisted of the following components:

- The advancement of ten borings (SB-01 through SB-10) to a depth of 20 feet below grade (ftbg) or to refusal, whichever was encountered first. The borings were advanced using a Geoprobe direct push drill rig. Prior to direct push advancement, the borings were cleared to a depth of five (5) feet using a hand auger. Soil samples were collected using 5-foot long, 2-inch diameter Marco Core stainless steel samplers equipped with polyvinyl chloride (PVC) liners. In addition, a site specific Health and Safety Plan was prepared prior to commencing field work.
- Field screening, classification and identification of soils from the ground surface to the bottom of each boring. Soil samples were visually identified and classified in the field using the Burmister-based soil classification system. Field screening consisted of visual and olfactory indicators of contamination (staining, odors), as well as screening with a photoionization detector (PID);
- The collection of one (1) composite and one (1) grab sample from the two (2) soil borings identified as "High" risk boring locations (SB-01 and SB-02). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the

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six (6) inch interval exhibiting evidence of petroleum impacts (petroleum odors). In order to identify representative subsurface conditions in other parts of the Corridor, composite and grab samples were also collected from three (3) "Moderate" risk borings (SB-03, SB-07 and SB-08). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the bottom six (6) inch interval in each boring. Grab and composite samples were not collected from the remaining five (5) "Moderate" soil borings since contamination was not identified during field screening.

- Laboratory analysis of the composite samples for: (1) Target Compound List (TCL) Base Neutral/Acid (BN/A) extractable semi-volatile organic compounds (SVOCs) by United States Environmental Protection Agency (EPA) Method 8270; (2) Target Analyte List (TAL) metals by EPA Method 6010; (3) TCL pesticides by EPA Method 8081; and (4) TCL polychlorinated biphenyls (PCBs) by EPA Method 8082;
- Laboratory analysis of the grab samples for TCL volatile organic compounds (VOCs) by EPA Method 8260;
- The installation of three (3) temporary well points (TWPs) in borings SB-01, SB-03 and SB-10, and the collection of one (1) groundwater sample from each TWP using direct push technology by installing a slotted PVC screen perpendicular to the groundwater table and riser pipe to grade. Dedicated low density polyethylene tubing was deployed in each TWP and connected to a check valve to extract the groundwater samples;
- Laboratory analysis of the groundwater samples for the parameters published by the New York City Department of Environmental Protection (NYCDEP) as Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria);
- The collection of three (3) composite waste characterization (WC) samples as follows:
 - o WC-01 composited of soil aliquots from "High" risk borings SB-01 and SB-02 (grade to bottom).
 - o WC-02 composited of soil aliquots from "Moderate" risk borings SB-03 through SB-08 (grade to bottom).
 - WC-03 composited of soil aliquots from "Moderate" risk borings SB-09 and SB-10 (grade to bottom).
- Laboratory analysis of the waste characterization samples for: (a) Full Toxicity Characteristics Leaching Procedure (TCLP) by EPA Method SW846; (b) Resource Conservation and Recovery Act (RCRA) Hazardous Waste Characteristics (ignitability, reactivity and corrosivity) by EPA Method SW846; and (c) Total Petroleum Hydrocarbons Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) by EPA Method 8015B/8015.



CORRIDOR INFORMATION 2.0

Corridor Location, Description and Use 2.1

The Corridor is located in the Great Kills section of Staten Island, New York. The Corridor consists of the following 15 street segments:

- Hylan Boulevard, between Wiman Avenue and Robinson Avenue; 1.
- Tennyson Drive, between Wiman Avenue and Armstrong Avenue; 2.
- Tennyson Drive, between Seacrest Avenue and Robinson Avenue; 3.
- Wiman Avenue, between Hylan Boulevard and Tennyson Drive; 4.
- Wiman Avenue between Hylan Boulevard and Russell Street; 5.
- Goodall Street, between Hylan Boulevard and Tennyson Drive; 6.
- Glover Street, between Hylan Boulevard and Tennyson Drive; 7.
- Heinz Avenue, between Hylan Boulevard and Highland Lane; 8.
- Walnut Avenue, between Hylan Boulevard and Highland Lane;
- 10. Highland Lane, between Walnut Avenue and Heinz Avenue;
- 11. Point Street, between Highland Lane and Tennyson Drive;
- 12. Robinson Avenue, between Hylan Boulevard and Tennyson Drive;
- 13. Robinson Avenue between Tennyson Drive and Bulkhead;
- 14. Littlefield Avenue between Tennyson Drive and Hylan Boulevard; and
- 15. Osborn Avenue, between Russell Street and Hylan Boulevard.

The Corridor location is shown on Figure 1. The Corridor street segments are characterized primarily by residential and commercial properties. Specific properties of concern that were identified along the Corridor include a former gasoline station, auto repair shops, dry cleaners and commercial buildings.

Description of Surrounding Properties 2.2

The area surrounding the Corridor is characterized primarily by dense residential development with commercial/retail development along Hylan Boulevard. The Great Kills Harbor and Gateway National Recreation Areas are located approximately 500 feet to the northeast of the Corridor. The Staten Island Railroad (SIR) is located approximately 4,000 feet to the northwest of the Corridor. Other features and structures in the general vicinity of the Corridor include hospitals, churches, petroleum storage and retailers, warehouses, schools, etc.

Corridor and Regional Topographic Setting 2.3

Based on a review of the United States Geological Survey (USGS) 7.5-minute Topographic Quadrangle Maps for Arthur Kill, NY-NJ, dated 1981, the elevation of the Corridor ranges from approximately less than 10 feet above mean sea level (msl) along Tennyson Place to 25 feet above msl along Hylan Boulevard. The topography of the immediate Corridor area consists of gently rolling knolls and exhibits a vertical change of approximately 15 to 20 feet along its length. A copy of the topographic map is presented in Figure 1.



2.4 Corridor and Regional Geology

Based on the New York Department of Environmental Conservation, Water Power and Control Commission report titled Ground Water in Bronx, New York, and Richmond Counties, with Summary Data on Kings and Queens Counties, New York City, New York, the area's geology is expected to consist of Pleistocene age glacial moraine/till deposits and glaciofluvial sediments derived from melt-water of the retreating glaciers. In some parts of New York City, the upper portions of the glacial deposits have been disturbed by a long history of development activities, thus resulting in a layer of fill material, which is classified as Urban Land. Urban Land refers to soils that have been altered by urban development such as buildings and streets, where at least 85 percent of the surface is covered with asphalt, concrete or other impervious building material. Typically, these soils have been mixed with other materials, such as brick and concrete.

The subsurface soils encountered during this Phase II SCI from grade to 20 ftbg consisted predominantly of sand and silt, with variable amounts of gravel and clay, which are consistent with glaciofluvial deposits. Man-made materials (brick, concrete, cinders, ash, glass, etc) and/or wood fragments, which are indicative of urban fill, were not encountered. Bedrock was not encountered and is anticipated to be at depths greater than 100 ftbg. Geologic Boring Logs are provided in Appendix B.

2.5 Corridor and Regional Hydrogeology

The nearest surface water body is the Raritan Bay, located along the southeastern perimeter of the Corridor and approximately 1,000 feet southeast of Hylan Boulevard. Groundwater was encountered within the Corridor at depths ranging from 10.0 to 16.5 ftbg. Based on the topography, the regional groundwater flow direction is anticipated to be to the southeast, toward Raritan Bay. Estimated groundwater levels and/or flow direction(s) may vary due to seasonal fluctuations in precipitation, local usage demands, geology, underground structures, or dewatering operations.



3.0 CORRIDOR EVALUATION

Proposed construction activities at this site include soil excavation and may include dewatering, which in-turn requires that soils and groundwater at the site be characterized to identify material handling requirements (i.e. use of protective equipment) and for material reuse, handling and/or waste disposal requirements. ATC provided oversight for the advancement of ten (10) soil borings, the installation of three (3) TWPs, and the collection and analysis of soil and groundwater samples during the field investigation at the designated areas in the vicinity of the planned construction. The soil and groundwater samples from the borings and TWPs were transferred into laboratory-supplied sample jars and properly labeled. The samples were stored with ice in a cooler to preserve them at 4° Celsius prior to and during shipment. A chain-of-custody was prepared prior to sample shipment. A summary of the field observations, including the location of the sites and the details of the soil borings, is provided in Table 1.

3.1 Soil Quality Investigation

Ten (10) borings (SB-01 through SB-10) were advanced to a depth of 20 ftbg or to refusal, whichever was encountered first, using a Geoprobe direct push drill rig. Prior to direct push advancement, borings were hand cleared to a depth of five (5) ftbg using a hand auger. Soil samples were collected using five (5)-foot long, 2-inch diameter Macro Core stainless steel samplers equipped with PVC liners. Soil boring locations are shown on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. Maps depicting each boring location are included in Appendix A. Boring logs are provided in Appendix B. The locations of each boring are described below:

- SB-01 Advanced in front of "High" risk site No. 1 and located in front of 4180 Hylan Boulevard, 60 feet west of the southwest corner of Hylan Boulevard and Walnut Avenue and 6 feet south of the curb line, on the sidewalk.
- SB-02 Advanced in front of "High" risk site No. 1 and located in front of 4180 Hylan Boulevard, 26 feet east of the southeast corner of Hylan Boulevard and Armstrong Avenue and 6 feet south of the curb line, on the sidewalk.
- SB-03 Advanced downgradient of "Moderate" risk site No. 5 and located in front of 194
 Wiman Avenue, 15 feet south of the northwest corner of Wiman Avenue and Sweetwater
 Avenue and 2.5 feet east of the curb line, in the street.
- SB-04 Advanced in front of "Moderate" risk site No. 4 and located in front of 4044 Hylan Boulevard, 35 feet east of the southeast corner of Hylan Boulevard and Wiman Avenue and 2 feet south of the curb line, on the sidewalk.
- SB-05 Advanced in front of "Moderate" risk site No. 8 and located in front of 4076 Hylan Boulevard, 52.5 feet east of the southeast corner of Hylan Boulevard and Goodall Street and 12.5 feet south of the curb line, on the sidewalk.
- SB-06 Advanced in front of "Moderate" risk site No. 6 and located in front of 4099 Hylan Boulevard, 42.5 feet east of the northeast corner of Hylan Boulevard and Osborn Avenue and 12.5 feet north of the curb line, on the sidewalk.



- SB-07 Advanced in front of "Moderate" risk site No. 1 and located in front of 4125 Hylan Boulevard, 208 feet west of the northwest corner of Hylan Boulevard and Osborn Avenue and 10 feet north of the curb line, on the sidewalk.
- SB-08 Advanced in front of "Moderate" risk site No. 2 and located in front of 4162 Hylan Boulevard, 81 feet east of the southeast corner of Hylan Boulevard and Walnut Avenue and 7.5 feet south of the curb line, on the sidewalk.
- SB-09 Advanced in front of "Moderate" risk site No. 7 and located in front of 4222 Hylan Boulevard, 42.5 feet west of the southwest corner of Hylan Boulevard and Robinson Avenue and 1' south of the curb line, on the sidewalk.
- SB-10 Advanced downgradient of "Moderate" risk site No. 3 and located in front of 68 Littlefield Avenue, 350 feet south of the southwest corner of Littlefield Avenue and Hylan Boulevard and 15 feet east of the curb line, in the street.

Continuous soil samples were collected from each boring at five (5) foot intervals. Upon sample retrieval, the soils were examined for visual evidence (i.e. staining, discoloration) and any olfactory indications (i.e. odors) of contamination. In addition, a PID was used to screen the soil for VOC vapors.

In order to identify representative conditions relative to the presence of SVOCs, metals, pesticides and PCBs over the entire soil column in each boring, composite soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. Boring composite samples were collected from the two (2) "High" risk borings (SB-01 and SB-02) and three (3) "Moderate" risk borings (SB-03, SB-07 and SB-08). Composite samples were not collected from the remaining five (5) "Moderate" soil borings.

In order to identify representative conditions relative to the presence of VOCs in "High" risk borings, grab soil samples were collected from the 6-inch interval where olfactory indications of contamination (odors) were noted in borings SB-01 and SB-02. In order to identify representative conditions in other parts of the Corridor, grab soil samples were also collected from the bottom 6-inch interval in "Moderate" risk borings SB-03, SB-07 and SB-08. Grab samples were not collected from the remaining five (5) "Moderate" soil borings since contamination was not identified during field screening.

In order to identify representative conditions for disposal purposes, three (3) waste classification samples were collected as follows:

- o WC-01 composited of soil aliquots from the "High" risk borings SB-01 and SB-02 (grade to bottom).
- o WC-02 composited of soil aliquots from the "Moderate" risk borings SB-03 through SB-08 (grade to bottom).
- WC-03 composited of soil aliquots from the "Moderate" risk borings SB-09 and SB-10 (grade to bottom).

The waste characterization samples were analyzed for TCLP parameters, RCRA characteristics and TPHC DRO/GRO.



Soil classification information, including stratigraphy, is documented on the boring logs included in Appendix B. All boring equipment was cleaned by being rinsed with tap water, scrubbed with Alconox, then rinsed with deionized water again between each sample interval. In addition, a clear, dedicated PVC liner was used inside the Macro Core sampler for neat recovery of the soil cores. Following the completion of each boring, the boreholes were back-filled with drill euttings, and then sealed with cement or asphalt, if appropriate.

3.2 Groundwater Quality Investigation

As groundwater may be encountered within the depths associated with the future excavation, three (3) groundwater samples were collected for screening and laboratory analysis during the soil boring activities. TWPs were installed in soil borings SB-01, SB-03 and SB-10. Groundwater was encountered at approximately 15 ftbg in SB-01, 13.5 ftbg in SB-03 and 10 ftbg in SB-10. For the installation of the TWPs, the Geoprobe unit was advanced to a depth of 20 ftbg, approximately 5, 6.5 and 10 feet into the encountered water table at borings SB-01, SB-03 and SB-10, respectively. The TWPs consisted of a 20-foot long section of one-inch diameter schedule 40 PVC screen and riser. A groundwater sample was collected from each TWP for screening and laboratory analysis via dedicated low density polyethylene tubing and a check valve. All tubing was new, clean and unused and was properly disposed after use. Upon extraction, the samples were examined for visual evidence (i.e., discoloration, sheen) and olfactory indications (i.e. odors) of contamination.

TWP logs and a summary of the measurements taken from the TWPs are provided in Appendix B. The locations of the TWPs are provided on Figure 2.

3.3 Laboratory Analyses

The soil and groundwater samples were submitted to CHEMTECH Consulting Group (CHEMTECH), of Mountainside, New Jersey, a NYSDOH-approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control samples (i.e. field blanks, trip blanks, duplicates) were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples were analyzed for TCL VOCs by EPA Method 8260. The boring composite soil samples were analyzed for: (1) TCL BN/A SVOCs by EPA Method 8270; (2) TAL metals by EPA Method 6010; (3) TCL pesticides by EPA Method 8081; and (4) TCL PCBs by EPA Method 8082.

The groundwater samples were analyzed for the parameters published by the NYCDEP as Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria).

The waste characterization soil samples were analyzed for: (1) TCLP parameters by EPA Method SW846; (2) RCRA Characteristics (ignitability, reactivity and corrosivity) by EPA Method SW846; and (3) TPHC DRO/GRO by EPA Method 8015B/8015.



3.4 Data Evaluation

In order to evaluate the subsurface soil and groundwater quality, laboratory analytical results were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Technical and Administrative Guidance Memorandum #4046 (TAGM) dated 1994 [including Eastern United States (EUS) Soil Background Concentrations for metals]; (2) NYSDEC Spill Technology and Remediation Series (STARS) 1992 Memo #1, Petroleum-Contaminated Soil Guidance Policy Toxicity Characteristic Leaching Procedure (TCLP) Alternative Guidance Values (AGVs); (3) NYSDEC Subpart 375-6: Remedial Program Unrestricted and Restricted Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs); and (4) the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and NYSDEC Part 371. In order to evaluate the groundwater quality, the laboratory analytical results for the groundwater samples were compared to the NYCDEP Sewer Discharge Criteria.



4.0 FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 3.0. Boring and TWP logs can be found in Appendix B. Complete analytical data reports are included in Appendix C.

4.1 Field Screening

Field screening identified a petroleum odor in two (2) borings (SB-01 and SB-02) at depths ranging from approximately 15 to 17 ftbg. These depths appear to coincide with the groundwater table fluctuation zone. A slight odor and a petroleum sheen were also noted in one groundwater sample collected from SB-01. The borings were advanced on the sidewalk, in front of the potential "High" risk site identified as Dr. Lube (also known as PJR Auto Service Station), a former gasoline station located at 4180 Hylan Boulevard. The odors are attributed to historic petroleum releases (Spill Nos. 9606498 and 0002073) from the former gasoline station. No stains or PID readings were identified in these two borings. The field screening did not identify evidence of petroleum impacts, such as stained soil, petroleum odors or PID readings in the remaining eight (8) borings associated with the eight (8) "Moderate" risk sites. Refer to Table 1 for a summary of environmental boring data.

4.2 Soil and Groundwater Laboratory Analytical Results

4.2.1 Volatile Organic Compounds (VOCs) in Soil

The VOCs ethylbenzene, isopropylbenzene, m/p-xylenes, and toluene were detected at concentrations above applicable regulatory standards in one (1) of the five (5) grab samples collected (SB-01). Ethylbenzene exceeded both the Unrestricted Use (Track 1) SCO and the STARS TCLP AGV. Isopropylbenzene, m/p-xylenes, and toluene exceeded their corresponding STARS TCLP AGVs. None of the detected concentrations exceeded the TAGM RSCOs or the Restricted Use (Track 2) SCOs. Cyclohexane, methylcyclohexane and o-xylenes were also detected in samples SB-01 and/or SB-02, but below all applicable standards. Borings SB-01 and SB-02 were advanced on the sidewalk, in front of the potential "High" risk site identified as Dr. Lube (also known as PJR Auto Service Station), a former gasoline station located at 4180 Hylan Boulevard. Therefore, the presence of elevated levels of the petroleum components in subsurface soils is attributed to historic releases (Spill Nos. 9606498 and 0002073) from the former gasoline station. VOCs were not detected in the three (3) soil samples collected in the vicinities of the "Moderate" risk sites. Refer to Table 2 for a summary of TCL VOC detections.

4.2.2 Semi-Volatile Organic Compounds (SVOCs) in Soil

The SVOCs benzo(a)anthracene and benzo(b)fluoranthene were detected in sample SB-03 at concentrations exceeding their corresponding TAGM RSCOs and STARS TCLP AGVs, but below Unrestricted Use (Track 1) and Restricted Use (Track 2) SCOs. In addition, benzo(a)pyrene and chrysene were detected in the same sample at concentrations exceeding their corresponding STARS TCLP AGVs, but below TAGM RSCOs, Unrestricted Use (Track 1) SCOs and Restricted Use (Track 2) SCOs. Sample SB-03 was collected at the intersection of



Wiman Avenue and Sweetwater Avenue (see Figure 2), a location that is believed to be hydraulically downgradient from "Moderate" risk site No. 5, a former Mobil and current Valero gasoline station. However, the detected SVOCs, which are polycyclic aromatic hydrocarbons (PAHs), do not appear to be related to potential historic releases from this gasoline station. Their presence is attributed to fill material, the potential presence of asphalt in the sample or to residuals from isolated releases of petroleum products in the roadways. Refer to Table 3 for a summary of TCL SVOC detections.

Target Analyte List (TAL) Metals in Soil

The metals berylium, chromium, copper, iron, nickel, and zinc were detected at concentrations exceeding their TAGM RSCOs and/or the 20 Times RCRA Hazardous Waste Levels in at least one (1) of the five (5) composite samples collected. However, the detected concentrations were below the EUS Background levels and Unrestricted Use (Track 1) SCOs. The presence of metals is attributed to natural (background) levels. Refer to Table 4 for a summary of TAL metals detections.

4.2.4 Pesticides in Soil

Pesticides were not detected in any of the five (5) soil samples analyzed. Refer to Table 5 for a summary of pesticide analytical results in soil samples.

4.2.5 Polychlorinated Biphenyls (PCBs) in Soil

PCBs were not detected in any of the five (5) soil samples analyzed. Refer to Table 6 for a summary of PCB analytical results in soil samples.

4.2.6 Waste Classification of Soil

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TCLP VOCs, SVOCs, herbicides, pesticides and PCBs were not detected in the three (3) waste classification soil samples (WC-01 through WC-03). Barium and lead were detected at concentrations below the RCRA Hazardous Waste Levels. The presence of barium and lead is attributed to natural (background levels). DRO were detected at a concentration of 8.838 mg/kg in WC-01, 3.909 mg/kg in WC-02 and 104.854 mg/kg in WC-03. There is no regulatory standard for this parameter. The detection of DRO in the soil samples may be attributed to residuals from isolated releases of petroleum products in the roadways and/or to the detection of organic compounds that are not diesel constituents but are used by the laboratory as part of the analytical methodologies (such as methylene chloride). Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste classification prior to off-site disposal. Refer to Table 7 for a summary of TCLP parameters, RCRA characteristics, and DRO/GRO results.

4.2.7 Analysis of NYCDEP Parameters in Groundwater

The three (3) groundwater samples were analyzed for the parameters required by the NYCDEP Limitations for Effluent to Sanitary or Combined Sewers (Daily Limits). ethylbenzene, methyl-tert-butyl-ether (MTBE), toluene and xylenes (total) exceeded their March 12, 2010



corresponding NYCDEP Sewer Discharge Limitations in sample SB-01, which was collected in front of the potential "High" risk site identified as Dr. Lube (also known as PJR Auto Service Station), located at 4180 Hylan Boulevard (see Figure 2). Therefore, the presence of elevated levels of petroleum components in the groundwater is attributed to historic releases (Spill Nos. 9606498 and 0002073) from this former gasoline station. Total Suspended Solids (TSS) was detected at a concentration of 5,700 milligrams per liter (mg/L) in sample SB-01, 5,200 mg/L in sample SB-03 and 6,300 mg/L in sample SB-10. These concentrations exceed the NYCDEP Sewer Discharge Criteria of 350 mg/L. The presence of TSS is attributed to the fact that the (unfiltered) groundwater samples were collected from TWPs and not from permanent monitoring wells. However, the groundwater samples collected from the TWPs are considered to be more representative of conditions to be encountered during construction activities.

All other parameters were within NYCDEP Sewer Discharge Criteria. However, based on the results for VOCs and TSS, groundwater does not meet NYCDEP Sewer Discharge Criteria and may require pre-treatment prior to discharge. Refer to Table 8 for a summary of selected NYCDEP parameters in groundwater.



CONCLUSIONS AND RECOMMENDATIONS 5.0

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- Field screening and laboratory analytical results identified petroleum-impacted soils in front of 4180 Hylan Boulevard, a former gasoline station. This residual petroleum contamination is attributed to historic releases (Spill Nos. 9606498 and 0002073) from the former gasoline station.
- The subsurface soils contain elevated concentrations of VOCs, SVOCs and metals that exceed TAGM RSCOs, STARS TCLP AGVs and/or the 20 Times RCRA Hazardous Waste Levels. The elevated concentrations of VOCs are attributed to historic releases (Spill Nos. 9606498 and 0002073) from a former gasoline station. The elevated concentrations of SVOCs are attributed to fill material, the potential presence of asphalt in the samples or to residuals from isolated releases of petroleum products in the roadways. The elevated concentrations of metals are attributed to natural (background) levels.
- The subsurface soils did not exhibit hazardous waste characteristics.
- DRO were detected in all three (3) of the soil waste characterization samples. The detection of DRO in the soil samples may be attributed to residuals from isolated releases of petroleum products in the roadways and/or to the detection of organic compounds that are not diesel constituents but are used by the laboratory as part of the analytical methodologies.
- One groundwater sample collected in front of 4180 Hylan Boulevard contained concentrations of VOCs that exceeded the NYCDEP Sewer Discharge Criteria. In addition, all three groundwater samples collected throughout the Corridor contained concentrations of TSS that exceeded the NYCDEP Sewer Discharge Criteria. A slight odor and a petroleum sheen were also noted in one groundwater sample (collected from SB-01). The presence of elevated concentrations of petroleum constituents in the groundwater in front of 4180 Hylan Boulevard is attributed to historic releases (Spill Nos. 9606498 and 0002073) from a former gasoline station at this location. The presence of elevated levels of TSS in the groundwater is attributed to the fact that the (unfiltered) sample was collected from a TWP and not a permanent monitoring well. However, the groundwater samples collected from TWPs are considered to be more representative of conditions to be encountered during construction activities.

Recommendations

Based on the results of the field investigation and laboratory analytical results, ATC recommends the following:

The contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous contaminated soils for VOCS, ATC Associates, Inc.

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SVOCs, and metals. The contract documents should also contain provisions for managing and transporting non-hazardous petroleum-impacted soils as a contingency. The contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations.

- Due to the presence of SVOCs and metals concentrations above TAGM RSCOs in the investigated sites, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities. Specific requirements shall be reviewed for each situation in consultation with the New York State Department of Health (NYSDOH) to ensure proper applicability.
- Dewatering may be necessary during the proposed construction activities. Since VOCs were detected in one groundwater sample collected in front of 4180 Hylan Boulevard at concentrations exceeding the NYCDEP Sewer Discharge Criteria and TSS were detected in all three groundwater samples collected throughout the Corridor at concentrations exceeding the NYCDEP Sewer Discharge Criteria, groundwater may require pre-treatment for these parameters prior to discharge. Therefore, should dewatering be necessary during construction activities within the Corridor, the contractor should be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis prior to discharging into sanitary or combined sewers.
- If discharge into storm sewers is required during dewatering, it must be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis will be required to satisfy NYSDEC requirements prior to discharge into storm sewers.
- Before beginning any excavation activity, the contractor shall submit a site-specific health and safety plan (HASP) that will meet the requirements set forth by Occupational, Safety and Health Administration (OSHA), the NYSDOH and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e. dust control procedures for VOCs, SVOCs and metals).



New York City Department of Design and Construction
Phase Il Subsurface Corridor Investigation
Storm and Sanitary Sewers in Robinson Avenue, Staten Island, New York

6.0 STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:

Pamela Oelerich

Pamela Oelerich Senior Project Manager

Report Reviewed By:

Constantine Tsentas, P.G.

Manager, Environmental Division



STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Site with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Site.

ATC derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Site, and a limited number of subsurface explorations made on the dates indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Site, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, ATC has relied upon and presumed accurate certain information (or the absence thereof) about the Site and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, ATC has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Site.

Because of the limitations stated above, the findings, observations, and conclusions expressed by ATC in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the site with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon site conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.



TABLES

TABLE 1 – SUMMARY OF ENVIRONMENTAL BORING DATA

TABLE 2 – SUMMARY OF TCL VOCs DETECTED IN SOIL

TABLE 3 – SUMMARY OF TCL SVOCs DETECTED IN SOIL

TABLE 4 – SUMMARY OF TAL METALS DETECTED IN SOIL

TABLE 5 – SUMMARY OF ANALYTICAL RESULTS FOR PESTICIDES IN SOIL

TABLE 6 – SUMMARY OF ANALYTICAL RESULTS FOR PCBs IN SOIL

TABLE 7 – SUMMARY OF WASTE CHARACTERIZATION SAMPLE ANALYSIS OF SOIL

TABLE 8 – SUMMARY OF NYCDEP PARAMETERS ANALYZED IN GROUNDWATER

SAMPLES

Table 1. Summary of Environmental Boring Data Phase II Subsurface Corridor Investigation for Storm and Senitary Sewers in Robinson Avenue Staten Island, New York

Other Comments	Petroleum odor noted at 15-16 ftbg. Grab sample (SB-01)	Boring composite sample (SB-01) and aliquot for waste characterization composite sample (WC-01). Temporary Viell Point (TWP) installed.	Petroleum odor noted at 16-17ftbg. Grab sample (SB-02)	Boring composite sample (SB-02) and aliquot for waste characterization composite sample (WC-01).	Grab semple (SB-03)	Boring composite sample (SB-03) and alliquot for waste characterization composite sample (WC-02). TWP installed.	No Grab Sample Collected.	Allquot for waste characterization composite sample (WC-02).	No Grab Sample Collected.	Aliquot for waste: characterization composite sample (WC-02).	No Grab Sample Collected.	Aliquot for waste characterization composite sample (WC-02).	Grab sample (SB-07)	Boring composite sample (SB-07) and aliquot for waste characterization composite sample (WC-02).	Grab sample (SB-08)	Boring composite sample (SB-08) and aliquot for waste characterization composite sample (WC-02).	No Grab Sample Collected	Aiquot for waste characterization composite sample (WC-03).	No Grab Sample Collected.	Aliquot for waste characterization composite sample (WC-03); TWP installed.
Total Depth (ftbg)		8	Ę	3		82		4.5		8		50		20	-	50		8		82
Depth to Water (ftbg)		5	1 A	10.0		13.5		•		12.5		12.5		13.5		95		10.5		10
Total Pesticides (mg/kg)	A.A.	Q	Ą	Q	¥	QN	ΝΑ	ž	¥	ž	ΑĀ	¥	٩X	QN	ΑN	Q	≨	¥	Ą	NA
Total PCBs (mg/kg)	NA	QN	NA	QN	Ϋ́	QN	¥	ş	ž	ž	¥	¥	ž	Q	٧×	QN	₹	ğ	≨	¥.
Metals Exceed (Yes/No)	A.	Yes	¥	Yes	¥	SBA	ΝA	¥.	¥	NA	¥	ĄN	≨	Xes.	¥	Yes	ž	≨	Ϋ́	¥.
Total SVOCs (mg/kg)	ş	67.0	Ϋ́	0.22	Ϋ́	2.36	¥	AN.	NA	NA	¥	¥	ž	0.36	¥	0.41	¥	ΑN	¥	NA A
Total VOCs (mg/kg)	24.526	Ą	0.197	ş	QN	NA	¥	Š	≨	¥	¥	Ā	Q	Ą	2	嫯	¥	NA	≨	NA
Sample interval (ftbg)	15.5-16	0-50	16.5-17	0-50	19.5-20	0-50	¥¥	NA	¥	ΑN	¥	Ą	19.5-20	0-20	19.5-20	0-20	₹	ž	¥	Ą
PID (ppm)	0	o	0	ō	٥	0	0	0	0	0	Ó	0	c	0	0	0	o	0	0	0
Sample ID	SB-01 (15.5-16")	SB-01 (0-20)	SB-02 (18.5-17')	SB-02 (0-20')	SB-03 (19,5-20')	SB-03 (0-20°)	No Sample	No Sample	No Sample	No Sample	No Sample	No Sample	SR.07 (10 5.201)	SB-07 (0-20°)	SB-08 (19.5-20")	SB-08 (0-20')	No Sample	No Sample	No Sample	No Sample
Boring No.		SB-01		SB-02		SB-03		SB-04		SB-05		SB-06		SB-07		SB-08		SB-08		SB-10

Notes:

Metal(s) exceeds TAGM 4046 or Eastern USA Soil (EUS) Background guidence values.
 All soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds, Semi-Volatile Organic Compounds (SVOCs)
Pesticides, PCBs and Target Analyte List (TAL) Metals.

ND = Not Detected
NA = Not Analyzed
tbg = feet below grade

ppm = parts per million mg/kg = milligrams per kilogram

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Table 2. Summary of Target Compound List Volatile Organic Compounds Detected in Soil Phase II Subsurface Corridor Investigation for Storm and Sanitary Severs in Robinson Avenue Staten Island, New York

	Unrestricted Use		STARS TCLP	TAGM #4046		Sample 10	Sample ID, Date Collected and Depth	nd Depth	
בני מטת	(Track 1)	<u>.</u>	Anemative	Recommended Soil	\$B-01	SB-02	\$B-03	\$B-07	SB-08
	Soil Cleanup	Solt Cleanup	Guidance Values		274/2010	2/4/2010	2/4/2010	2/5/2010	2/6/2010
	Objectives (SCOS)	ō	r constant	(magazi	15.5-16"	16.5-17	19.5-20*	19.5-20	19,5-20
	NIC.	MA	SN	NS	3.2D	2	ON	S	Đ
Cyclonexans	2 -		5	5.5	9)	£	Q	QN	9
Etnyi Benzene	- 273	, M	2	NS	8.	0.027	S	ON	ON
Isopropylbenzene	NS	5 5	5	12	2	Ş	Š	QN	QN
m/p-xylenes	Q S	S A	SN	SN	Ê	0.17	QN	ON	Q
Metnykcyclonexane	SN	5	0.1	12	0.056	Q	ON	GN	Q.
Toluene	0.7	100	0,1	1.5	0.17	QN.	ON	Ş	Ş

All concentrations are reported in parts per million (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for mdfs)

NS = No Standard

J = Compound detected below the quantitation limit

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D = The reported yake is from a secondary analysis with a dilution factor. The original analysis exceeded the calibration range. TAGM RSCOs ≈ NYSDEC Technical and Administrative Guidance Memorandum (TAGM #4048) Recommended Soil

Cleanup Objectives (RSCOs) (January 24, 1994)

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil

Leaching Procedure (TCLP) Alternative Guidance Values, NYSDEC STARS Memorandum 1 - Petroleum Contaminated Soil STARS TCLP Attemative Guidance Values are the Spill Technology and Remediation Series (STARS) Toxicity Characteristic Cleanup Objectives (December 14, 2006)

Guidance Policy (August 1992)

BOLD = Concentration exceeds NYSDEC TAGM RSCOs

Shading = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives

Underling: - Concentration exceeds STARS TCLP Atternative Guidance Values

NGV = No Guidance Value

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Table 3. Summary of Target Compound List Semi-Volatile Organic Compounds Detected in Soil Phase II Subsurface Corridor investigation for Storm and Sanitary Sewers in Robinson Avenue Staten Island, New York

	Unrestricted Use	Restricted-	STARS TCLP	TAGM #4046		Sample ID.	Sample ID, Date Collected and Depth	nd Depth	
1	(Track 1)	Residential Use	Atternative	Recommended Soil	\$8-01	SB-02	SB-03	SB-07	SB-08
TCL SVOC	Soil Cleanup	(Tigenty)	Guidance Values	Cleanup Objectives	2/4/2010	2/4/2010	2/4/2010	2/5/2010	2/5/2010
	Objectives (SCOs)	Objectives (SCOs)	(AGVs)	(RSCOs)	0-20,	0-20.	0-20.	0-20.	0-20.
		and compared	Nic	26.4	0.36J	<u>Q</u>	S	QN	QN
2-Methylnaphthalene	SS	CN	2		5	ĘŽ	0.59.1	Q	9
Benzo(a)anthracene	-		0.00004	0.224	2	2		92	CIX
Ronzo(a)nurene	_		0.00004	0.061	Q.	2	C.VAC.	Ş	
Deliza(a)Primie	•		0.0004	0.22	QN	2	790	Q	2
Denzo(b)iidolarimerie		014	SIN	50	ş	0.061J	0.573	0.021J	0.028J
bis(2-Ethylhexyl)phthalate	2	SS	21	3	Ę	Ę	0.050.1	QN	QN.
Chrysene	_	3.9	0.00004	0.4	3		2000	0,000	avec v
Oimothulrhthalata	S.Z.	SN	SS	2	0.130JB	0.160JB	0.16WB	U.SAUJD	0.3000
	200	Ę	*	93	QN	8	0.130	2	QN
Fluoranthene	NA.	200	NG	43	0.3J	S	9	2	Q
Naphthalene	172	301	2		CZ	CZ	0.062.1	2	QN
Phenanthrene	100	100	_	ဂ္ဂဇ	2		10770	217	Š
Pyrana	100	100	•	50	MD	ON	U.110	Š	

B

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All concentrations are reported in parts per million (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for mdfs)

NS = No Standard

J = Compound detected below the quantitation limit

B = Compound was detected in an associated laboratory blank

AGM RSCOs = NYSDEC Technical and Administrative Guidance Memorandum (TAGM #4046) Recommended

Soil Cleanup Objectives (RSCOs) (January 24, 1994)

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program

Soil Cleanup Objectives (December 14, 2006)

STARS TCLP Atternative Guldance Values are the Spill Technology and Remediation Series (STARS)

Values, NYSDEC STARS Memorandum 1 - Petroleum Contaminated Soll Guidance Policy (August 1992) Toxicity Characteristic Leaching Procedure (TCLP) Alternative Guidance

BOLD = Concentration exceeds NYSDEC TAGM RSCOs

Shading ≍ concentration exceeds binestricted Use (Frack 1) Sof Geanup Objectives: <u>Underline</u>: = Concentration exceeds STARS TCLP Atternative Guidance Values

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Table 4. Summary of Target Analyte List Metals Detected in Soli Phase II Subsurface Corridor Investigation for Storm and Sanitary Sewers in Robinson Avenue Staten Island, New York

	20 Times RCRA	Eastern USA	TAGM #4046 Recommended Soll	Unrestricted Use (Track 1)		Semple	Sample ID, Date Collected and Depth	and Depth	
arget Ananyte	Hazardous Waste	Booten	Cleanup Objectives	Soil Cleanup	SB-01	SB-02	SB-03	10-8S	30-55 38-08
LIST METAL	Levels (mg/L)	Decaground (marifus)	(RSCOs)	Objectives (SCOs)	2/4/2010	2/4/2010	2/4/2010	2/5/2010	2/5/2010
		(By/Bur)	(mg/kg)	(mg/kg)	0-20,	0-20.	0-20	.0-70	0-20,
Aluminum	NS NS	33,000	SB	SN	5,520	8,220	8,630	5,910	7,770
Antimony	NS	SX	SB	SN	ON	ND	0.91J	ON	0.70
Arsenic	9	3 – 12	7.5 or SB	13	3.07	3,13	4.85	3.97	3:32
Barium	100	15 - 600	300 or SB	350	55.1	56.9	40.9	9'59	45.2
Beryllium	NS	0-1.75	0.16 or SB	7.2	69.0	0.49	99'0	1.7.0	0.62
Cadmium		0.1-1	1 or SB	2.5	0.19J	0.19J	0.19J	0,18J	0.52
Calcium	NS	130 - 35,000	SB	SN	934	1,920	666	1,470	986
Chromium	9	1.5 - 40	10 or SB	SN	13.6	18.2	18.1	17.9	18
Cobalt	SN	2.5-60	30 or SB	SN	6.45	6.47	9.9	7.29	8.05
Copper	SN	1-50	25 or SB	99	23	17.3	19.9	13	26.1
Iron	SN	2,000 - 550,000	2,000 or SB	SN	16,900	17,300	19,800	21,400	20,500
Lead	9	±00S	SB	63	9.97	111	20.6	8.49	10.6
Magnesium	SN	100 - 5,000	SB	SN	2,100	2,330	2,450	3,150	3,160
Manganese	SN	000'5 - 05	SB	1600	253	236	222	430	472
Mercury	0.2	0.001 - 0.2	0.1	0.18	0.062	0.019	0.010J	ON	NO
Nickel	SN	0.5-25	13 or SB	30	12.2	12.7	18.8	22.1	20.3
Potassium	SN	8,500 - 4,300	SB	SN	755	069	799	1220	1200
Selenium	-	0.1-3.9	2 or SB	3.9	0.76J	28.0	0.91	0.93J	0.70J
Silver	10	SX	88	2	QN	QN	QN	QN	ND
Sodium	SN	6,000 - 8,000	SB	SN	301	614	409	174	261
Thailium	SN	SN	SB	NS	ND	Q	0.32J	ND	ND
Vanadium	SN	1 - 300	150 or SB	SN	23.6	29.7	25.4	26.9	24.5
Zinc	NS	8 - 50	20 or SB	109	34.7	36.2	44.7	39.5	39.6

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ND = Compound not detected above method detection limit (see attached lab report for mdfs)

NS = No Standard

SB = Site Background Concentration TAGM RSCOs = NYSDEC Technical and Administrative Guidance Memorandum (TAGM #4046) Recommended Soil

Cleanup Objectives (RSCOs) (January 24, 1994)
BOLD = Concentration exceeds NYSDEC TAGM RSCOs

Shading = Detected concentration exceeds Eastern Soil Background Concentrations as per TAGM RSCOs <u>Underline</u> = Concentration exceeds twenty times RCRA Hazardous Waste Level - Concentration exceeds twenty times RCRA Hazardous Waste Level - Background levels for fead vary widely. Average levels in undeveloped, rural areas may range from 4 - 61 ppm.

Average background levels in metropolitian or suburban areas or near highways are much higher

and typically range from 200 - 500 ppm

ATC Associates, Inc. DDC Project Number: SE798

New York City Department of Design and Construction Phase II Subsurface Corridor Investigation Storm and Sanitary Sewers in Robinson Avenue, Staten Island, New York

Phase II Subsurface Corridor Investigation for Storm and Sanitary Sewers in Robinson Avenue Table 5. Summary of Analytical Results for Pesticides in Soil Staten Island, New York

	Unrestricted Use	Unrestricted Use Restricted-Residential	ST	TAGM #4046		Sample IC	Sample ID, Date Collected and Depth	and Depth	
Pesticides	(Track 1)	Use (Track 2)	Alternative	Recommended Soil	\$8-01	SB-02	SB-03	SB-07	80-BS
	dnumero mos				2/4/2010	2/4/2010	2/4/2010	2/5/2010	2/5/2010
	Colectives (SCOs)	Colectives (acces)	(\$49)	(ROVOS)	0.20	0-20,	0-20.	0-20,	0-20,
Pesticides	Varies by compound	aries by compound Varies by compound	Varies by compound	Varies by compound	9	QN	QN	QN	QN

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All concentrations are reported in parts per million (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for mdf's)

NS = No Standard

J = Compound detected below the quantitation limit

B = Compound was detected in an associated laboratory blank

TAGM RSCOs = NYSDEC Technical and Administrative Guidance Memorandum (TAGM #4046) Recommended Soil

Cleanup Objectives (RSCOs) (January 24, 1994)

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006) Values, NYSDEC STARS Memorandum 1 - Petroleum Contaminated Soil Guidance Policy (August 1992)

BOLD = Concentration exceeds NYSDEC TAGM RSCOs

Shading = Consortiation acceds binesticael Use (Track 1) Soli Clearup Objectives

ATC Associates, Inc. DDC Project Number: SE798

Work Order Letter No. 6546-ATC-6438 March 12, 2010



New York City Department of Design and Construction

Phase II Subsurface Corridor Investigation Storm and Sanitary Sewers in Robinson Avenue, Staten Island, New York

Phase II Subsurface Corridor Investigation for Storm and Sanitary Sewers in Robinson Avenue Table 6. Summary of Analytical Results for Polychlorinated Biphenyls in Soil Staten Island, New York

	3B-08	2/5/2010	0-20,	QN	
and Depth	SB-07	2/5/2010	0-20.	Ş	
Sample ID, Date Collected and Depth	SB-03	2/4/2010	0-20.	Q	
Sample ID	SB-02	2/4/2010	0-20,	Q	
	SB-01	2/4/2010	0-20,	Q	
TAGM #4046 Recommended Soil	Cleanup Objectives	(BSCOs)	(cocou)	1 (surface) 10 (subsurface)	
STARS TCLP Alternative	Guldance	Values Values	(AGVs)	NS	-
2	(Track 2)	Son Cleanup	Objectives (SCOs)	*	
Unrestricted Use (Track 1)	Soll Cleanup	Objectives (SCOs)		NS	
Polychlorinated	Biphenyls	·		PCBs	Notes:
	F	}	4	_	7/

All concentrations are reported in parts per million (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for mdfs)

NS = No Standard

J = Compound detected below the quantitation limit

B = Compound was detected in an associated laboratory blank

TAGM RSCOs = NYSDEC Technical and Administrative Guidance Memorandum (TAGM #4046) Recommended Soil

Cleanup Objectives (RSCOs) (January 24, 1994) SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program

Soil Cleanup Objectives (December 14, 2006)

Values, NYSDEC STARS Memorandum 1 - Petroleum Contaminated Soil Guidance Policy (August 1992)

BOLD = Concentration exceeds NYSDEC TAGM RSCOs

Shading = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives

Underline = Concentration exceeds STARS TCLP Atternative Guidance Values

ATC Associates, Inc.

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Table 7. Summary of Waste Characterization Sample Analysis of Soil Phase II Subsurface Corridor Investigation for Storm and Sanitary Sewers in Robinson Avenue Staten Island, New York

		Sample ID, Date Collected and Depth	Sample ID, Date Collected and Depth	Sample ID, Date Collected and Depth
·	RCRA	WC-01	WC-02	WC-03
Parameter	Hazardous Waste Levels	2/4/2010	2/5/2010	2/4/2010
	(1025) DOGS TREATS SETONS	0-20 ft. composite from	0-20 ft, composite from	0-20 ft, composite from
		SB-01 and SB-02	SB-03 through SB-08	SB-09 and SB-10
RCRA Characteristics				
Reactive Cyanide	250 mg/kg	ND	ND	ND
Reactive Sulfide	500 mg/kg	ND	ND	ND
Ignitability (Flash Point)	140 Degrees Fahrenheit	No	No	No
pH (Corrosivity)	>2 and < 12.5 S.U.	8.2	8.9	8.6
1,1-Dichloroethene	0.7 mg/L	ND	ND	ND
1,2-Dichloroethane	0.5 mg/L	ND	ND	ND
2-Butanone	200 mg/L	ND	ND	ND
Benzene	0.5 mg/L	ND	ND	ND
Carbon Tetrachloride	5 mg/L	ND	ND	ND
Chlorobenzene	100 mg/L	ND	ND	ND
Chloroform	6 mg/L	ND	ND ND	ND
Tetrachloroethene	0.7 mg/L	ND	ND	ND
Trichloroethene	0.5 mg/L	ND	ND	ND
Vinvi Chloride	0.2 mg/L	ND	ND	ND
1.4-Dichlorobenzene	7.5 mg/L	ND	ND	ND
2,4,5-Trichlorophenol	400 mg/L	ND.	ND	ND
2.4.6-Trichlorophenol	2 mg/L	ND	ND	ND
2.4-Dinitrotoluene	0.13 mg/L	ND	ND	ND
2-Methylphenol	200 mg/L	ND	ND	ND
3+4-Methylphenols	200 mg/L	ND.	ND	ND
Hexachlorobenzene	0.13 mg/L	ND ND	ND	ND ND
Hexachlorobutadiene	0,5 mg/L	ND	ND	ND
Hexachloroethane	3 mg/L	ND	ND	ND
Nitrobenzene	2 mg/L	ND	ND	ND
Pentachlorophenol	100 mg/L	ND	ND	ND
Pyridine	5 mg/L	ND ND	ND	ND
2,4,5-TP (SILVEX)	1 mg/L	ND	ND	ND
2.4-D	10 mg/L	ND ND	ND	ND
Chlordane	0.03 mg/L	ND	ND	ND
Endrin	0.02 mg/L	ND	ND	ND
gamma-BHC	0,4 mg/L	ND	ND	ND
Heptachior	0.008 mg/L	ND	ND	ND
Heptachlor epoxide	0.008 mg/L	ND	ND	ND
Methoxychlor	10 mg/L	NO .	ND	ND ND
Toxaphene	0.5 mg/L	ND	ND	ND
Arsenic	5 mg/L	ND	ND	ND
Barium	100 mg/L	0.827	0.533	0.674
Cadmium	1 mg/L	ND	ND	ND
Chromium	5 mg/L	ND ND	ND	ND ND
Lead	5 mg/L	ND	ND	0.234
Mercury	0.2 mg/L	ND	ND	ND
Selenium	1 mg/L	ND	ND	ND
Silver	5 mg/L	ND	ND	ND
TPH-DRO	NS mg/kg	8.838	3.909	104.854
TPH-GRO	NS mg/kg	ND	ND	ND

ND = Compound not detected above method detection limit (see attached lab report for mdl's)
J = Data indicates the presence of a compound that meets the identification criteria.

The result is less than the quantitation limit but greater than MDL.

LHW.: One or more parameters detected at concentration(s) lower than corresponding RCRA Hazardous Waste Levels BOLD and Shaded # Concentration taled TCLF and the F = Degrees Fahrenheit

S.U. = Standard Units

ATC Associates, Inc. **DDC Project Number: SE798**

March 12, 2010 Work Order Letter No. 6546-ATC-6438

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Table 8. Summary of NYCDEP Parameters Analyzed in Groundwater Samples Phase II Subsurface Corridor Investigation for Storm and Sanitary Sewers in Robinson Avenue Staten Island, New York

			Sample ID, Date Collected and Depth	Sample ID, Date Collected and Depth	
Parameter	NYC DEP Sew	er Discharge	SB-01 WS	SB-03 WS	SB-10 WS
(vocs)	Crite	ria	2/4/2010	2/4/2010	2/4/2010
,			15'	13.5'	10'
	50	mg/L	ND	ND	ND
on-Polar Material ²	5-12	SU's	7.06	6.84	6.48
H		°F	66.74	66.92	66.56
emperature	< 150 > 140	•	> 140	> 140	> 140
iash Point - Liquid/Solid		mg/L	0.0103	0.0152	0.0246
admium (Instantaneous or Composite)	2 or 0.69	mg/L	ND	ND	ND
hromium Hexavalent (VI)	5	mg/L	0,605	0.71	1.15
Copper	5	mg/L mg/L	0.228	0.305	0.383
ead	2	mg/L mg/L	0.0002	0.00033	0.00037
lercury	0.05	mg/L mg/L	0,236	1,11	0,804
ickel	3	mg/L	0.563	0.733	1,61
inc	5	ug/L	410	ND	ND ND
Senzene	134	ug/L	ND ND	ND	ND
arbon Tetrachloride	NS	ug/L	ND	0.7	ND
Chloroform	NS		ND D	ND	ND
4 Dichlorobenzene	NS	ug/L	840	ND .	0.6
thylbenzene	380	ug/L	The second secon	ND	ND
ITBE (Methyl-Tert-Butyl-Ether)	50	ug/L	32	0.27	1.4
Naphthalene	47	ug/L	ND ND	43	ND
henol	NS	ug/L	ND	ND	ND
Tetrachloroethene	20	ug/L	89	1.7	1.8
foluene	74	ug/L	ND ND	ND	ND
,2,4 Trichlorobenzene	NS	ug/L	ND ND	ND ND	ND
,1,1 Trichloroethane	NS	ug/L	481	ND	ND ND
(ylenes (Total)	74	ug/L	ND ND	ND	ND
PCBs (Total) ³	11	ug/L	5700	5200	6300
Total Suspended Solids	350	mg/L		ND	ND
CBOD ⁵	NS	mg/L	8.8	200	500
Chloride"	NS	mg/L	1400	6.33	2,153
Total Nitrogen ⁵	NS	mg/L	1,35		8430
Total Solids ⁵	NS	mg/L	14000	11000	0430

Notes:

N/A = Compound or sample characteristic not analyzed

NS = No Standard

ATC Associates, Inc.

DDC Project Number: SE798

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

Shaded = Concentration exceeds NYCDEP Limitations for Effluent to Sanitary or Combined Sewers (daily limit)

¹ All handling and preservation of collected samples and laboratory analyses of samples was performed in accordance with 40 CFR Part 136.

² Analysis for non-polar materials was performed by EPA method 1664.

³ Analysis for PCBs was performed according to EPA method 608 with method detection limit =<65 parts per trillion Analysis for PCBs is required if discharge =>10,000 gallons per day (gpd) and duration of discharge > 10 days.

⁴ For discharge >= 10,000 gpd, the TSS limit is 350 mg/l. For discharge < 10,000 gpd, the limit is determined on a case by case basis

⁵ Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids, and Total Nitrogen are required if proposed discarge >= 10,000 gpd

March 12, 2010 Work Order Letter No. 6546-ATC-6438

A4-73



New York City Department of Design and Construction
Phase Il Subsurface Corridor Investigation
Storm and Sanitary Sewers in Robinson Avenue, Staten Island, New York

FIGURE 1 - TOPOGRAPHIC CORRIDOR LOCATION MAP

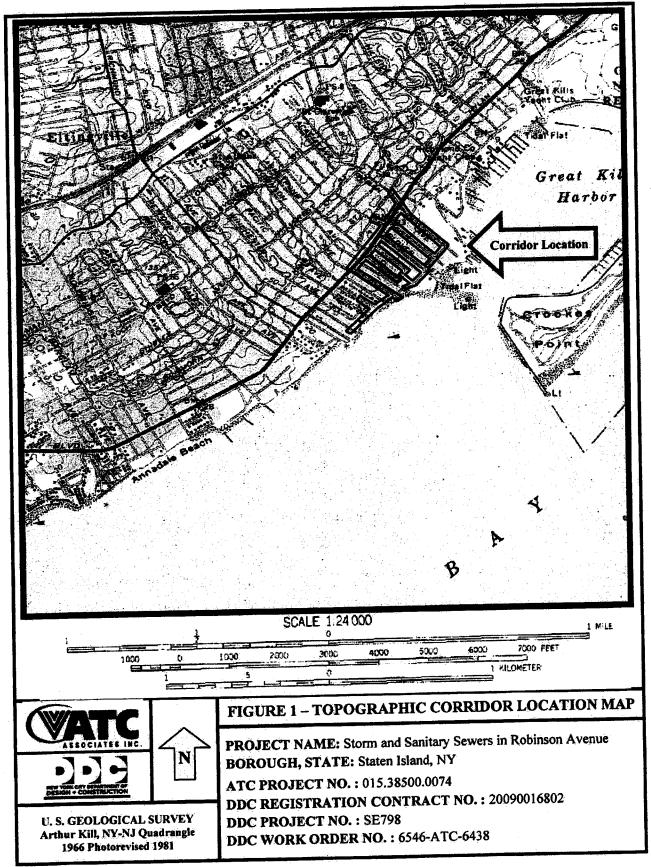
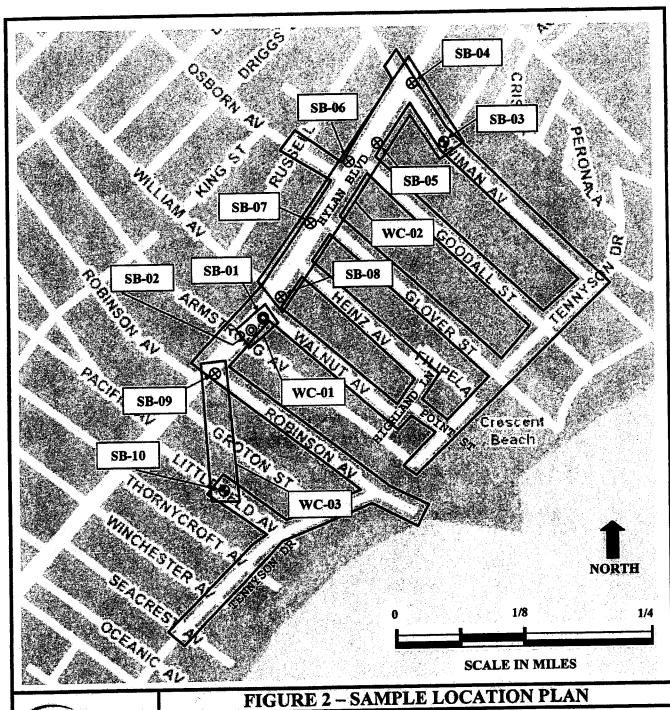


FIGURE 2 – SAMPLE LOCATION PLAN







LEGEND:

Corridor

- → Moderate Risk Soil Boring Location
- High Risk Soil Boring Location
- Moderate Risk Soil Boring / Temporary Well Point Location
- High Risk Soil Boring / Temporary Well Point Location

PROJECT NAME: Storm and Sanitary Sewers in

Robinson Avenue

BOROUGH, STATE: Staten Island, NY ATC PROJECT NO.: 015.38500.0074

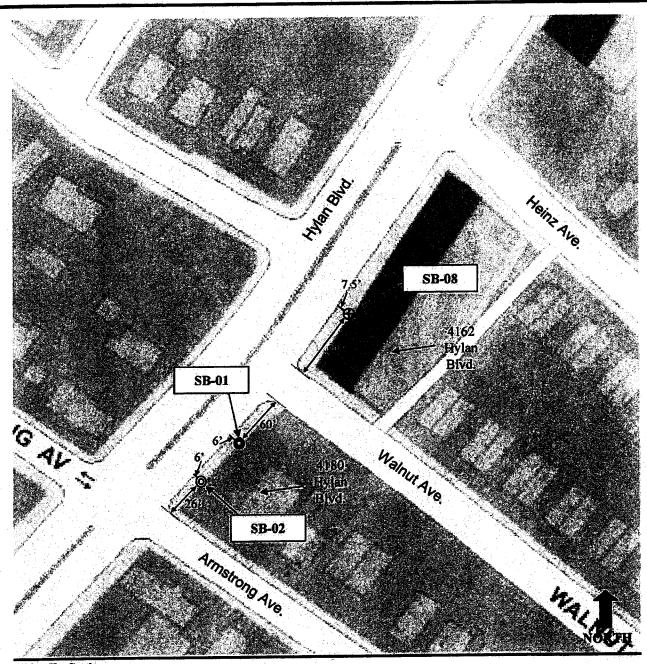
DDC REGISTRATION CONTRACT NO.: 20090016802

DDC PROJECT NO.: SE798

DDC WORK ORDER NO.: 6546-ATC-6438



APPENDIX A BORING LOCATION SKETCHES









Appendix A - Boring Location Sketch

LEGEND:

- Moderate Risk Soil Boring Location
- O High Risk Soil Boring Location
- Moderate Risk Soil Boring / **Temporary Well Point Location**
- High Risk Soil Boring / Temporary Well Point Location

PROJECT NAME: Storm and Sanitary Sewers in

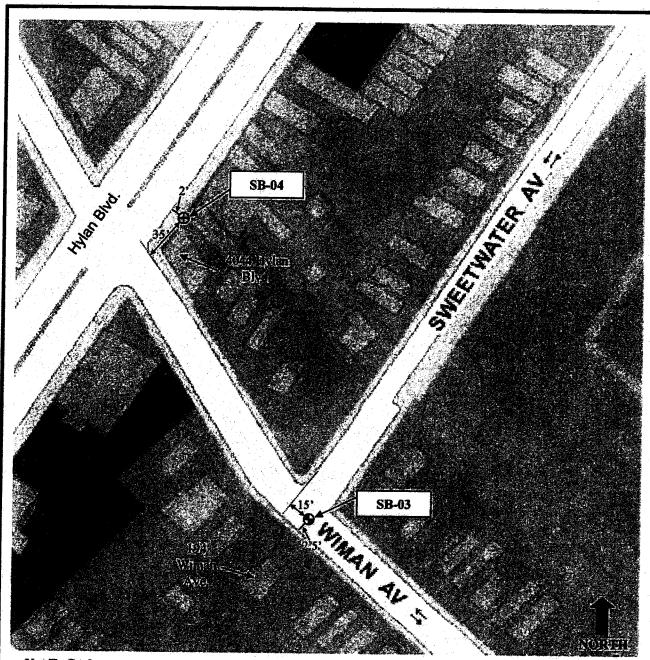
Robinson Avenue

BOROUGH, STATE: Staten Island, NY ATC PROJECT NO.: 015.38500.0074

DDC REGISTRATION CONTRACT NO.: 20090016802

DDC PROJECT NO.: SE798

DDC WORK ORDER NO.: 6546-ATC-6438



- Not To Scale -





Appendix A - Boring Location Sketch

LEGEND:

- Moderate Risk Soil Boring
- High Risk Soil Boring Location
- Moderate Risk Soil Boring / Temporary Well Point Location
- High Risk Soil Boring / Temporary Well Point Location

PROJECT NAME: Storm and Sanitary Sewers in

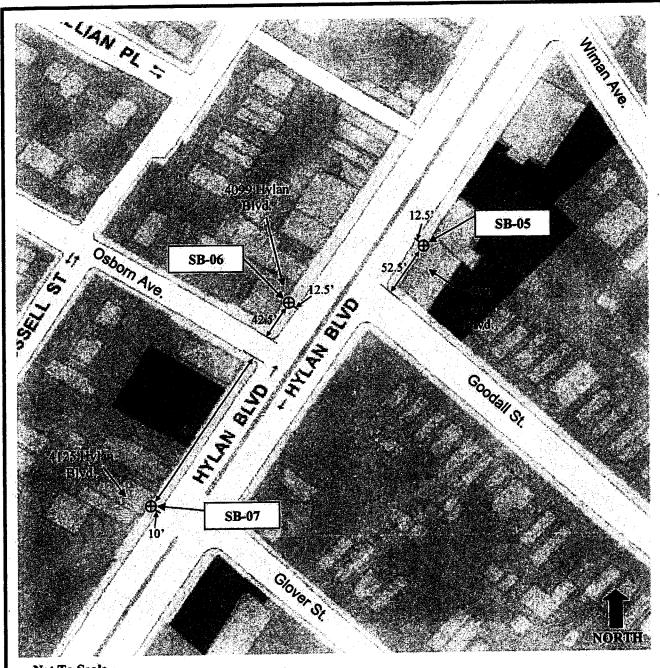
Robinson Avenue

BOROUGH, STATE: Staten Island, NY ATC PROJECT NO.: 015,38500.0074

DDC REGISTRATION CONTRACT NO.: 20090016802

DDC PROJECT NO.: SE798

DDC WORK ORDER NO.: 6546-ATC-6438



- Not To Scale -





Appendix A - Boring Location Sketch

LEGEND:

- ⊕ Moderate Risk Soil Boring Location
- O High Risk Soil Boring Location
- Moderate Risk Soil Boring./
 Temporary Well Point Location
- High Risk Soil Boring / Temporary Well Point Location

PROJECT NAME: Storm and Sanitary Sewers in

Robinson Avenue

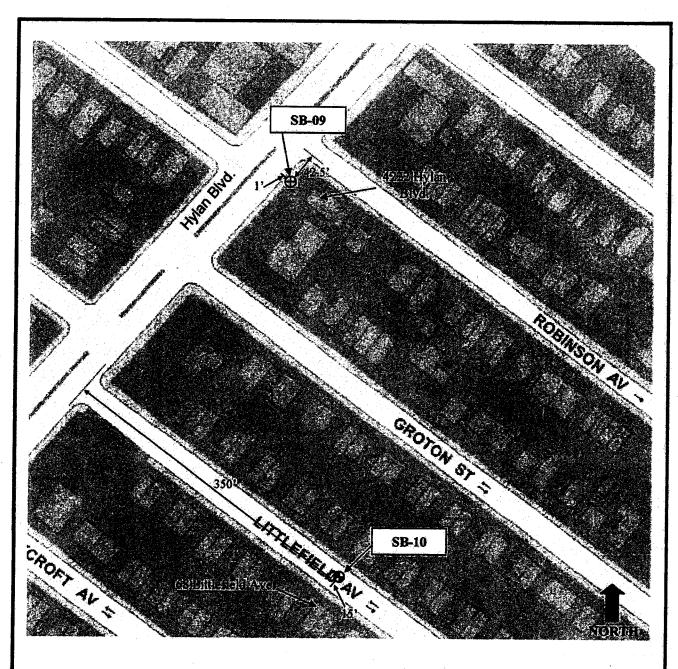
BOROUGH, STATE: Staten Island, NY ATC PROJECT NO.: 015.38500.0074

DDC REGISTRATION CONTRACT NO.: 20090016802

DDC PROJECT NO.: SE798

DDC WORK ORDER NO.: 6546-ATC-6438

Page 3 of



- Not To Scale -





Appendix A - Boring Location Sketch

LEGEND:

- Moderate Risk Soil Boring Location
- O High Risk Soil Boring Location
- Moderate Risk Soil Boring /
 Temporary Well Point Location
- High Risk Soil Boring / Temporary
 Well point Location

PROJECT NAME: Storm and Sanitary Sewers in Robinson Avenue

BOROUGH, STATE: Staten Island, NY

ATC PROJECT NO.: 015.38500.0074

DDC REGISTRATION CONTRACT NO.: 20090016802

DDC PROJECT NO.: SE798

DDC WORK ORDER NO.: 6546-ATC-6438

Page 4 of 4



APPENDIX B
GEOLOGIC BORING LOGS AND TEMPORARY WELL POINT CONSTRUCTION DETAILS

 	······································		80	RING AN	ID TEMPORA	RY WELL POINT LO	OG
د	ATC A			ıc.	Client:	New York City Department of Design & Construction	Boring No.:
		ast 25th			DDC Project No:	SE798	Project Location: Staten Island, N
New York, NY 10010 212-353-8280					DDC Task No.:	6546-ATC-6438	Boring Location:
					ATC Project No.:	015.38500.0074	Located in front of 4180 Hylan Boulevard
	ebra Environn		р.		Drilling Method:	Hand Auger / Geoprobe	west of the southwest corner of Hylan Boul and Walnut Avenue and 6 feet south of the
	John Mascio	li			Sampling Method:	Hand Auger / Macro Core	line, on the sidewalk.
Groundwater: ~15'							Date: February 4, 2010
Depth (ft.)	Well Point Construction	Sample Interval	Recovery (ft.)	PID Reading (ppm)		Lithology and Field O	bservations
0					0-5' - Hand clear via		
					0-0.5' - Concrete	ali di lain disance o despes dense como	
					0.5-7 - Dark gray in	ie to medium SAND, little silt ai	nd clay, little fine to coarse gravel
			5	Q:			
	RISER						
	PIPE						
5				,			
			į		7-11' - Reddish brow	n fine SAND come sile lives als	y, little fine to coarse gravel (till)
			4	0		o the oated, some sil, little cia	y, nuite time to coarse gravel (till)
I				•			•
10							
				 			
		<u> </u>	1	ľ	11-15' - Gray clayey S	SILT, little fine sand	
· ·	SCREEN		5	O			
			1	l			•
			ĺ				
_			1	i,	E 10 El muidio s		
		15.5-16'		1	etroleum odor note	wn fine to medium SAND, trace at 15-16 ft.	silt
			ļ		Grab sample collected	from 15.5-16 ft.	
						•	
			4.5	0			
ſ				J,	8.5-20' - Reddish bros	um fine to madism CANTA	silt, little fine to coarse gravel (till)
- 1	_						siit, little line to coarse gravel (till)
0		0-20'			omposite sample coll oring completed at a	ected from 0-20 ft.	
				T D R S	otal Depth: 18 feet lameter: 1 inch iser Interval: 0-8 fee creen Interval: 8-18 lot Size: #10	Temporary Well Point Const t feet	ruction Details
				n al	epth to Groundwate ate Installed: Februa	r: 15 feet rv 4 2010	
				l _p	ate Abandoned: Februa ate Abandoned: Febr	IY 4, 2010.	

		· · · · · · · · · · · · · · · · · · ·		· ·	BORING	LOG			
A	ATC A	ssocia	tes In	c.	Client:	New York City Department of Design & Construction	DESIGN - CONSTRUCTION	oring No.: SB-02	
1	104 E	ast 25th	Street		DDC Project No:	SE798	Project Location: S	aten Island, NY	
	New York, NY 10010					6546-ATC-6438	Boring Location:		
	21	2-353-82	80		DDC Task No.: 6546-ATC-6438 Boring Location: ATC Project No.: 015.38500.0074 Located in front of 4180 Hylan Boulevard, 26				
Driller: 7e	bra Environn	nental Corr	j.		Drilling Method:	Hand Auger / Geoprobe	east of the southeast corner of Hylan Boulevard and Armstrong Avenue and 6 feet south of the		
	John Mascio		<u> </u>		Sampling Method:		curb line, on the sidewalk.		
	iter: ~16.5'						Date: February 4, 20	010	
Depth	Well Point	Sample	Recovery	PID Reading		Lithology and Field C	bservations		
(ft.)	Construction	Interval	(ft.)	(ррт)	0-5' - Hand clear via	hand auger		Market Anna Anna Anna Anna Anna Anna Anna Ann	
					0-0.5' - Concrete	brown fine to medium SILT, litt	le sand, little clay		
			5	0		•			
5					5-13' - Brown and gr	ray SILT, little sand	•	`	
			3	. 0					
				·					
10	,								
	3. / T T.								
				0					
			4	Ů	13-16' - Reddish gra	y SILT, little sand, little clay			
						•			
15					ļ			•	
					16-20' - Grading with	h little fine to coarse gravel			
		16.7.10			Petroleum odor not Grab sample collecte	te at 16-17 ft.			
		16.5-17'		0	Grab sample collecte	ed from 10.5-17 fc			
			5						
						•			
1					Composite sample o	ollected from 0-20 ft.			
20	<u> </u>	0-20		<u> </u>	Boring completed at	a depth of 20 ft.			
					ł				
1									
1									
1									

		···	BOF	RING AN	ID TEMPORA	RY WELL POINT LO)G
	ATC A	ssocia	tes In	ic.	Client:	New York City Department of Design & Construction	Boring No.: SB-03
		st 25th			DDC Project No:	SE798	Project Location: Staten Island, NY
New York, NY 10010					DDC Task No.:	6546-ATC-6438	
	212	2-353-82	80		ATC Project No.:	015.38500.0074	Boring Location: Located in front of 194 Wiman Avenue, 15 feet
Driller: Z	ebra Environn	ental Con	D.		Drilling Method:	Hand Auger / Geoprobe	south of the northwest corner of Wiman Avenue
	John Masciol		r	to the state of	Sampling Method:		and Sweetwater Avenue and 2.5 feet east of the curb line, in the street
Groundwater: ~13.5'							Date: February 4, 2010
Depth	Well Point	Sample	Recovery	PID Reading		Lithology and Field O	- Paristant ja likutaat
(ft.)	Construction	Interval	(ft.)	(ppm)	0-5' - Hand clear via 0-8" - Asphalt	hand auger	
					8"-17' - Brownish re	d SILT, little sand, trace fine to c	coarse gravel
			5	0	·		
						,	•
					[
5			:				
	RISER PIPE						
			4	0.		•	
			4				
10							
		- V.					• •
			.	Ó			
			4	-	•		
_							•
15	SCREEN						
				ı			
			İ	·		and the second second	
				o	17-20' - Brownish rec	CLAY and SILT	
			4				
				1			
		19.5-20'	l		Grab sample collected Composite sample co		
20		0-20'			Boring completed at a		
					Total Depth: 20 feet Diameter: 1 inch Riser Interval: 0-10 Screen Interval: 10-2 Slot Size: #10 Depth to Groundwa	Temporary Well Point Cons feet 20 feet ter: 13.5 feet	struction Details
					Depth to Groundwa Date Installed: Febru Date Abandoned: Fe	iary 4, 2010	

					BORING	LOG	
A	TC As	socia	tes In	c.	Client:	New York City Department of Design & Construction	Boring No.: SB-04
		st 25th			DDC Project No:	SE798	Project Location: Staten Island, NY
New York, NY 10010					DDC Task No.:	6546-ATC-6438	Boring Location:
	212-353-8280					015.38500.0074	Located in front of 4044 Hylan Boulevard, 35 feet
Duillan 7a	ora Environn	ental Con	<u></u>		ATC Project No.: 015.38500.0074 Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in front of 4044 Hylan Boulevard, 35 In Located in Foot of 404		
	John Mascio		<i>,</i>		Sampling Method:		line, on the sidewalk.
	ter: Not Enc						Date: February 5, 2010
Depth	Well Point	Sample	Recovery	PID Reading		Lithology and Field O	bservations
(ft ₅)	Construction	Interval	(ft.)	(ppm) 0	0-5' - Hand clear via 0-0,5' - Concrete 0.5-14.5' - Brownish	hand auger red SILT, little sand, trace fine	to coarse gravel
· 5			J				
			5	0			
10							
			4.5	0	Refusal encountered	1 at 14.5 ft.	
. 15.					Boring completed at	ra depun of 14.5 ft.	
20					, ,		

	To a second to a constant a cons	· · · · · · · · · · · · · · · · · · ·			BORING	LOG			
F	ATC As	socia	tes In	C.	Client:	New York City Department of Design & Construction	Boring No.: SB-05		
		st 25th			DDC Project No:	SE798	Project Location: Staten Island, NY		
New York, NY 10010 212-353-8280					DDC Task No.:	6546-ATC-6438	Boring Location:		
					ATC Project No.:	015.38500.0074	Located in front of 4076 Hylan Boulevard, 52.5		
Driller: Ze	bra Environn	ental Cor).		Drilling Method: Hand Auger / Geoprobe feet east of the southeast corner of Hylan Boulevard and Goodall Street and 12.5 feet south				
	John Masciol				Sampling Method:	Hand Auger / Macro Core	of the curb line, on the sidewalk.		
Groundwa	ter: -12.5'						Date: February 5, 2010		
Depth (ft.)	Well Point Construction	Sample Interval	Recovery (ft.)	PID Reading (ppm)		Lithology and Field O	bservations		
0			5	Ö	0-5' - Hand clear via 0-0.5' - Concrete 0.5-1' - Brown fine t 1-11' - Reddish brow	_			
5			4	0					
10 <u>▼</u>			. 4	0	11-20' - Reddish bro gravel	wn fine to medium SAND and S	ILT, little clay, trace fine to coarse		
20			4	0	Boring completed at	a depth of 20 ft.			

					BORING	LOG	
	ATC As	ssocia	tes In	c.	Client:	New York City Department of Design & Construction	Boring No.: SB-06
-		st 25th S			DDC Project No:	SE798	Project Location: Staten Island, NY
:		ork, NY			DDC Task No.:	6546-ATC-6438	Boring Location:
	212	2-353-828	80	:	ATC Project No.:	015.38500.0074	Located in front of 4099 Hylan Boulevard, 42.5
Driller 7s	bra Environn	nental Com).		Drilling Method:	Hand Auger / Geoprobe	feet east of the northeast corner of Hylan Boulevard and Osborn Avenue and 12.5 feet north
	John Mascio				Sampling Method:	Hand Auger / Macro Core	of the curb line, on the sidewalk.
Groundwater: ~12.5°						377V-121	Date: February 5, 2010
Depth	Well Point Construction	Sample Interval	Recovery (ft.)	PID Reading (ppm)		Lithology and Field O	bservations
(ft.) 0	Construction	Interval	5	0	0-5' - Hand clear via 0-0.5' - Concrete 0.5-20' - Reddish bro	hand auger own SILT, little sand, trace fine	to medium gravel
10			5	0			
▼			4	0			
20			5	0	Boring completed a	ra depth of 20 ft.	
		 		· 5			

		, , , , , , , , , , , , , , , , , , , ,	est, est est est est est est est est est est		BORING	LOG			
4	ATC A	ssocia	tes In	ıc.	Client:	New York City Department of Design & Construction	Boring No.: SB-07		
		st 25th			DDC Project No:	SE798	Project Location: Staten Island, NY		
		ork, NY			DDC Task No.:	6546-ATC-6438	Boring Location:		
	213	2-353-82	80		ATC Project No.:	015.38500.0074	Located in front of 4125 Hylan Boulevard, 208		
Driller: Ze	bra Environn	nental Corp) <u>.</u>		Drilling Method: Hand Auger / Geoprobe feet west of the northwest corner of Hylan Boulevard and Osborn Avenue and 10 feet north				
	John Mascio	li		<u> </u>	Sampling Method: Hand Auger / Macro Core of the curb line, on the sidewalk.				
	ter: ~13.5'						Date: February 5, 2010		
Depth (ft.)	Well Point Construction	Sample Interval	Recovery (ft.)	PID Reading (ppm)		Lithology and Field O	bservations		
0	,		5	o	0-5' - Hand clear via 0-0.5' - Concrete 0.5-20' - Reddish bro	- .			
5			4.5	Ó					
10				o					
<u>¥</u>			'4						
20		19.5-20' 0-20'	4.5	i i	Grab sample collected Composite sample col Boring completed at a	llected from 0-20 ft.	: -		

BORING LOG									
Ā	ATC As	ssocia	tes In	c.	Client:	New York City Department of Design & Construction	Boring No.: SB-08		
	1 121 1 11	st 25th			DDC Project No:	SE798	Project Location: Staten Island, NY		
		ork, NY			DDC Task No.:	6546-ATC-6438	Boring Location:		
	212	2-353-82	80		ATC Project No.:	015.38500.0074	Located in front of 4162 Hylan Boulevard, 81 feet		
Driller: Ze	bra Environm	ental Corp).		Drilling Method:	Hand Auger / Geoprobe	east of the southeast corner of Hylan Boulevard and Walnut Avenue and 7.5 feet south of the curb		
Inspector: John Mascioli					Sampling Method:	Hand Auger / Macro Core	line, on the sidewalk		
Groundwa	ter: ~16'						Date: February 5, 2010		
Depth (ft.)	Well Point Construction	Sample Interval	Recovery (ft.)	PID Reading (ppm)		Lithology and Field O	bservations		
0					0-5' - Hand clear via	hand auger			
					0-0.5' - Concrete 0.5-5.5' - Brown - da	ark brown SILT, little sand	·		
			5	• 0			·		
					·				
5									
					5.5-20' - Reddish bro	own SILT, little sand trace fine t	o coarse gravel		
							· ·		
						•			
			4	. 0					
.,									
10						•			
							•		
					•				
			5	0					
							:		
					·				
15									
			5	0					
			,						
					Grab sample collecte	ed from 19.5-20 ft.			
		19.5-20'			Composite sample of	ollected from 0-20 ft.			
20		0-20'			Boring completed at	a depth of 20 ft.	<u> </u>		
							·		
l			÷						

					BORING	LOG		
	ATC A	socia	tes In	C.	Client:	New York City Department of Design & Construction	Boring No.: SB-09	
	104 Es	st 25th	Street		DDC Project No:	SE798	Project Location: Staten Island, NY	
1	New York, NY 10010					6546-ATC-6438	Boring Location:	
212-353-8280					DDC Task No.: 6546-ATC-6438 Boring Location: ATC Project No.: 015.38500.0074 Located in front of 4222 Hylan Bouleve			
Driller: Ze	Driller: Zebra Environmental Corp.					Drilling Method: Hand Auger / Geoprobe feet west of the southwest corner Boulevard and Robinson Avenue		
	John Mascio					— — — — — — — — — — — — — — — — — — —	the curb line, on the sidewalk.	
	iter: ~10.5'						Date: February 4, 2010	
Depth (ft.)	Well Point Construction	Sample Interval	Recovery (ft.)	PID Reading (ppm)		Lithology and Field C	bservations	
5			5	0	0-5' - Hand clear via 0-8' - Brownish red S	hand auger SILT, little sand		
10			4.5	0	8-9.5' - Grayish brow 9.5-20' - Reddish bro	vn SILT, little clay own SILT, little sand, little clay		
15.			4	0				
20			5	0	Boring completed at	a depth of 20 ft.		

	BORING AND TEMPORARY WELL POINT LOG									
	ATC A	ssocia	tes In	c.	Client:	New York City Department of Design & Construction	Boring No.: SB-10			
		st 25th			DDC Project No:	SE798	Project Location: Staten Island, NY			
	New York, NY 10010				DDC Task No.:	6546-ATC-6438	Boring Location:			
1	212	2-353-82	80		ATC Project No.:	015.38500.0074	Located in front of 68 Littlefield Avenue, 350 feet			
Driller: 2	Zebra Environn	ental Cor				Hand Auger / Geoprobe	south of the southwest corner of Littlefield			
	r: John Mascio		Ρ•	·	Drilling Method: Hand Auger / Geoprobe Avenue and Hylan Boulevard and 15 feet east of Sampling Method: Hand Auger / Macro Core the curb line, in the street.					
	vater: ~10°						Date: February 4, 2010			
Depth	Well Point	Sample	Recovery	PID Reading		Lithology and Field O				
(ft.)	Construction	Interval	(ft.)	(ppm)	0-5' - Hand clear via					
					0-0.5' - Asphalt	· · · · -				
					0.5-5' - Brown - dark	brown fine to medium SAND,	little silt			
Ī			_	0						
			5							
	RISER PIPE									
]						
5					5-9' - Brownish red f	fine to medium SILT, little sand,	trace fine gravel			
						•	•			
l			3	0						
1										
			9-13.5' - Grayish bro	wn CLAY, little silt	=					
10 🔻										
		·								
1	SCREEN		4	Ö		•				
					12 5 1% 5! - Pensonial	h red SILT, little clay				
					15.5510.5 - Diowins	ir fed SID1, fittle cigy				
15					,		·			
					16.5-20' - Reddish br	own SILT, little sand, little clay				
			5	0		÷				
			,							
20	<u>l</u>	1			Boring completed at	a depth of 20 ft.				
					<i>t</i> -	Temporary Well Point Con	struction Details			
· .					Total Depth: 18 feet					
					Diameter: 1 inch Riser Interval: 0-8 feet					
					Screen Interval: 8-18 feet					
					Slot Size: #10 Depth to Groundwater: 10 feet					
					Depth to Groundwa Date Installed: Febr		:			
•					Date Abandoned: Fo					



New York City Department of Design and Construction
Phase II Subsurface Corridor Investigation
Storm and Sanitary Sewers in Robinson Avenue, Staten Island, New York

APPENDIX C LABORATORY ANALYTICAL REPORTS



284 Sheffield Street, Mountainside, NJ 07092 (908) 789-8900 Fax (908) 789-8922 www.chemtech.net

CHEMTECH PROJECT NO. QUOTE NO.

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□ RESULTS + QC □ New York State ASP "8"
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END OF ADDENDUM NO. 4
This Addendum consists of ninety-six (96) pages.

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

PROJECT ID: SE798

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN:

ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND ROBINSON AVENUE; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE/GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE. GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END.

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO BOROUGH OF STATEN ISLAND CITY OF NEW YORK

ADDENDUM NO.5

DATED: November 5, 2014

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 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 A5-4 through A5-14)
 - B. Schedule U-1 (Page A5-15)
 - C. Schedules U-2 (one for each Utility Company) (Pages A5-16 through A5-27)
 - D. Section U-3, Page A5-28 in this Addendum (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010,; and Test pits (Pages A5-29 through A5-36) in this Addendum); and,

- E. Utility drawings (37 Sheets), consisting of:
 - * Overhead Condition Report (31 Sheets), (Con Edison)
 - * Conduits and Ducts Occupancy Plate (2 Sheets), (Con Edison)
 - * Low Tension Main and Service Plate (2 Sheets), (Con Edison)
 - * Existing Facilities Plans (2 Sheets), (Verizon) attached to the Plans.
- 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, ¶4, 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. Section U, ¶2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
 - C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
 - D. Section U informs the Contractor that the City has entered into a Utility Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A5-14, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.
 - E. 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, ¶4, 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.
- F. Section U, ¶14, 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.

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 Articles 10.15 through 10.18 of the General Provisions 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. Pre-engineering:

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Section U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. Means and methods for City work:

- a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which 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 has reviewed the section 'U' package and 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 contract specifications (e.g. "CET 350 — Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") 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") as described on the plans and/or specifications of the contract during the progress of the City work.

3. 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, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") 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.

4. 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 that the Company(ies) choose(s) not to

Section U

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.

5. Interference Agreement:

- 1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. 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 according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
- 2. Furthermore, in Section U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. 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 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 as identified in Schedule U-2. 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 10.
- 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. 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 10.
- 4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 and/ or for 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 capital work not listed in Schedule U2 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).

7. 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:

- 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 (6), above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
- 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 (6), 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.

8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to paragraphs 7.2, or 7.4, 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.

9. Disputed utility work covered by a utility agreement:

The City Work will continue as described in paragraph 6 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 10. 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.

10. 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 9.
- (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.

11. 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.

12. 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.

13. 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 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.

14. 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.

15. 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.

16. Facility operators:

The insurance requirements in Paragraph 12 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)

CERTIFIED AS TO FORM AND LEGAL AUTHORITY:

Deputy Commissioner, Infrastructure Division Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101 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 and to submit a schedule listing the scope of work, including the items and estimated quantities, and types of utility facilities to be supported and protected at the company's own expenses due to interferences with the Public work. Sincerely, By: Authorized Company Representative Title **NOTARY PUBLIC**

SCHEDULE U-1

SE798

ROBINSON AVE BETWEEN Hylan Blvd and Tennyson Dr.

SCHEDULE U-1

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE	
CON EDISON	THERESA KONG	212-460-4834	
VERIZON	AUBREY MAKHANLALL	718-977-8165	
TIME WARNER	JOHN PIAZZA	718-888-4261	

SCHEDULE U-2 FOR INFORMATION ONLY ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE FOR CONSOLIDATED EDISON

SE798

Robinson Ave btw Hylan Blvd & Tennyson Dr

CET ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITY
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	9
CET 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EA	2
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA	6
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA	1
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES AND APPURTENANCES	L.S.	1
CET 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EA	1

CON EDISON SCOPE OF WORK SUPPORT AND PROTECTION

SE798

Robinson Ave btw Hylan Blvd & Tennyson Dr

CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA
	At the following locations:	
	#40 Littlefield Ave	
	N/W/C Tennyson Dr & Winchester Ave (dbc)	
	Intersection Tennyson Dr & Winchester Ave (1-4c)	
	#63 Littlefield Ave (1-4cd)	
	#55 Littlefield Ave (1-4cd)	
	#40 Littlefield Ave (1-4cd)	
	#43 Thornycroft Ave (1-4cd)	
•	#53 Winchester Ave (1-4p)	
	#66 Heinz Ave (dbc)	
	Total quantity for CET 101.1 = 9	
CET 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EA
	At the following locations:	LIA.
	S/E/C Tennyson Dr & Thornycroft Ave (dbc)	
	N/E/C Highland Ln & Point St (dbc)	
	Total quantity for CET 102.1 = 2	
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA
	At the following locations:	
	Intersection Tennyson Dr & Winchester Ave (1-4c)	
	N/E/C Tennyson Dr & Thornycroft Ave (dbc)	
	N/E/C Tennyson Dr & Thornycroft Ave (dbc)	
	N/W/C Tennyson Dr & Winchester Ave (dbc)	
	#66 Heinz Ave (dbc)	
	#143 Wiman Ave (1-4c)	
	Total quantity for CET 108.1 = 6	·
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA
	At the following locations:	
	N/E/C Hylan Blvd & Wiman Ave	
	Total quantity for CET 108.2 = 1	
	·	

CON EDISON SCOPE OF WORK SUPPORT AND PROTECTION

SE798

Robinson Ave btw Hylan Blvd & Tennyson Dr

CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES AND APPURTENANCES At the following locations:	L.S.
	Various AS SHOWN ON CONTRACT DOCUMENTS	
	Total quantity for CET 350 = 1	
CET 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES At the following locations: S/E/C Hylan Blvd & Armstrong Ave	EA
	Total quantity for CET 351 = 1	

SECTION U WORKSHEET SE-798

FOR INFORMATION ONLY

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

FOR VERIZON

CONSTRUCTION OF STORM AND SANITARY SEWERS IN ROBINSON AVENUE, ETC.

CET			
ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT.		
CET 100.2	IAND/OR TEST PIT (TYPE .1)	EA.	7
	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	5
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA.	2
CET 106.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .2)	EA.	1
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	1
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12' DIAMETER (TYPE .2)	EA.	12
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	20
CET 225.1A	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	4
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	6
CET 225.1C	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	2
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	2
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.	350
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.	1
CET 351	INSTALL AND REMOVE 'A" FRAMES ON UTILITY POLES	EA.	4
CET 400	TEST PITS	C.Y.	40
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	42
CET 402T.2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.	110
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.	30
	ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH) IN ROADWAY	EA.	1
	MOD. OF METHODS TO ACCOMM. UTILITY STREET HRDW. DURING PAVE. MILL. AND RESURF. OPS (34" TO UNDER 41" WIDTH)	EA.	1
CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES	C.Y.	10
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.	35

SECTION U WORKSHEET

<u>SE-798</u>

FOR INFORMATION ONLY

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

FOR VERIZON

CONSTRUCTION OF STORM AND SANITARY SEWERS

IN ROBINSON AVENUE, ETC.

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Ouantity
CET 1006V	6" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	1

<u>VERIZON CET SCOPE OF WORK</u> <u>SUPPORT & PROTECTION</u>

SE-798 CONSTRUCTION OF STORM AND SANITARY SEWERS IN ROBINSON AVENUE, ETC.

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.
	At the following locations:	
·	N/S LITTLEFIELD AVENUE W/O TENNYSON DRIVE LITTLEFIELD AVENUE BTW HYLAN BOULEVARD AND TENNYSON DRIVE WINCHESTER AVENUE BTW HYLAN BOULEVARD AND TENNYSON DRIVE WALNUT AVENUE BTW HIGHLAND LANE AND HYLAN BOULEVARD	1 2 1 3
	Total quantity for CET 100.1 = 7	
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.
	At the following locations:	
	S/S HYLAN BOULEVARD W/O ARMSTRONG AVENUE S/S HYLAN BOULEVARD W/O ROBINSON AVENUE S/S HYLAN BOULEVARD E/O WALNUT AVENUE HYLAN BOULEVARD BTW HEINZ AVENUE AND GLOVER STREET S/S HYLAN BOULEVARD W/O GLOVER STREET	1 1 1 1
	Total quantity for CET 100.2 = 5	
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	S/S HYLAN BOULEVARD W/O ARMSTRONG AVENUE INT. OF HYLAN BOULEVARD AND WIMAN AVENUE	I 1
	Total quantity for CET 101.2 = 2	
CET 106.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	INT. OF HYLAN BOULEVARD AND ARMSTRONG AVENUE	1
	Total quantity for CET 106.2 = i	
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	HEINZ AVENUE BTW HIGHLAND LANE AND HYLAN BOULEVARD	1
	Total quantity for CET 108.1 = 1	

VERIZON CET SCOPE OF WORK SUPPORT & PROTECTION

SE-798 CONSTRUCTION OF STORM AND SANITARY SEWERS IN ROBINSON AVENUE, ETC.

	OTHER CHOOSING TREAC	DIFOR WAILE	KMAIN UP	TO AND INCL. 12" DIAMETER (TYP)	E.2) EA.
	At the following locations:				
	INT. OF HYLAN BOULE	VARD AND ARI	MSTRONG	AVENUE	
	HYLAN BOULEVARD B'	TW ROBINSON	AVENUE A	ND ARMSTRONG AVENUE	1
	INT. OF HYLAN BOULE	VARD AND ROI	BINSON AV	ENUE	1
	INT. OF HYLAN BOULE	VARD AND WA	LNUT AVE	NUE	1
	HYLAN BOULEVARD B	IW WALNUT A	VENUE AN	D HEINZ AVENUE	1
	INT. OF HYLAN BOULEY	VARD AND HEI	NZ AVENU	E	i
	HYLAN BOULEVARD BY	TW HEINZ AVE	NUE AND	SLOVER STREET	1
	INT. OF HYLAN BOULEY	VARD AND GLO	VER STRE	ET	1
	HYLAN BOULEVARD BY INT. OF HYLAN BOULEV	ADD AND CO	REET AND	GOODALL STREET	1
	HYLAN BOULEVARD BT	MAKD AND GOO	ADEEL VI	EET	1
	INT. OF HYLAN BOULEY	ARD AND WIN	ikdei an Ian aven	JE	1
	Total quantity for	CET 108.2	=	12	•
OPER SAN A			_		
CET 200.1	EXTRA DEPTH EXCAVATION	OF CATCH BAS	SIN CHUT	CONNECTION PIPES	L.F.
	At the following locations:				٠
	AS ENCOUNTERED OR D	DIRECTED BY V	ERIZON FI	ELD REPRESENTATIVE	20
	Total quantity for	CET 200.1	=	20	
CET 225.1A	REMOVAL AND INSTALLATIO	N OF CATCH I	BASINS WI	TH UTILITY INTERFERENCES	EA.
	At the following locations:				
	S/S HYLAN BOULEVARD	F/O ARMSTRO	NG AUDAI	.	
	S/S HYLAN BOULEVARD	W/O ROBINSO	N AVENUE		1
	S/S HYLAN BOULEVARD	E/O WALNUT	AVENUE		1
	W/S HEINZ AVENUE N/O	HIGHLAND LA	NE		1
	Total quantity for	CET 225.1A	=	4	
CET 225.1B	INSTALLATION OF CATCH BAS	SINS WITH UT	ILITY INT	ERFERENCES	EA.
	At the following locations:				2,12
	S/S HYLAN BOULEVARD	W/O ADMSTDO	NG AMPAI	TIC	
	N/S LITTLEFIELD AVENU	E W/O TENNYS	ON DRIVE	<i>.</i>	1
	WINCHESTER AVENUE B	TW HYLAN BO	ULEVARD	AND TENNYSON DRIVE	Ī
	WALNUT AVENUE BTW I	HIGHLAND LAN	E AND HY	LAN BOULEVARD	1 3
	Total quantity for	CET 225.1B	=	6	•

VERIZON CET SCOPE OF WORK

SUPPORT & PROTECTION SE-798 CONSTRUCTION OF STORM AND SANITARY SEWERS IN ROBINSON AVENUE, ETC.

CET 225.1C	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	S/S HYLAN BOULEVARD W/O ARMSTRONG AVENUE HYLAN BOULEVARD BTW WALNUT AVENUE AND HEINZ AVENUE	1
	Total quantity for CET 225.1C = 2	
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.
	At the following locations:	
	S/S HYLAN BOULEVARD E/O WALNUT AVENUE	2
	Total quantity for CET 300 = 2	
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.
	At the following locations:	
	LITTLEFIELD AVENUE BTW HYLAN BOULEVARD AND TENNYSON DRIVE	350
•	Total quantity for CET 330T = 350	
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	1
	Total quantity for CET 350 = 1	
CET 351	INSTALL AND REMOVE "A" FRAMES ON UTILITY POLES	EA.
	At the following locations:	
	NWC TENNYSON DRIVE AND SEACREST AVENUE NWC DAVID STREET AND WIMAN AVENUE NWC TENNYSON DRIVE AND GLOVER STREET E/S WIMAN AVENUE S/O TENNYSON DRIVE	1 1 1
	Total quantity for CET 351 = 4	
CET 400	TEST PITS	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	40
	Total quantity for CET 400 = 40	

<u>VERIZON CET SCOPE OF WORK</u> <u>SUPPORT & PROTECTION</u>

SE-798

CONSTRUCTION OF STORM AND SANITARY SEWERS IN ROBINSON AVENUE, ETC.

CET 401	TRENCH EXCAVATION FOR AD	JUSTMENT OF	UTILITIES		C.Y.
	At the following locations:				
	S/S HYLAN BOULEVARD I WALNUT AVENUE BTW H	E/O WALNUT A' IGHLAND LANI	VENUE E AND HYLA	N BOULEVARD	12 30
	Total quantity for	CET 401	=	42	
CET 402T.2	ENCOMINI.	ENCASED CO	NDUITS PLO	D. IN FINAL POS. WITHOUT CONCR.	L.F.
	At the following locations:				
	S/S HYLAN BOULEVARD F WALNUT AVENUE BTW H	O WALNUT AV	VENUE E AND HYLA	N BOULEVARD	20 90
	Total quantity for	CET 402T.2	=	110	
CET 403	PLACING STEEL PROTECTION I	PLATES FOR U	FILITIES		S.F.
•	At the following locations:				
	S/S HYLAN BOULEVARD W	V/O ARMSTRON	G AVENUE		30
	Total quantity for	CET 403	=	30	
CET 636 EE RD	ADJUSTMENT OF UTILITY HARV	WARE (34" TO	UNDER 41"	WIDTH) IN ROADWAY	EA.
	At the following locations:		`		
	S/S HYLAN BOULEVARD E	O GOODALL A	VENUE		1
	Total quantity for C	ET 636 EE RD	=	1	
CET 636 ME	MOD. OF METHODS TO ACCOME OPS (34" TO UNDER 41" WIDTH) At the following locations:	M. UTILITY ST	REET HRDV	W. DURING PAVE, MILL, AND RESURF.	EA.
	S/S HYLAN BOULEVARD E/	O WALNUT AV	ENUE		1
	Total quantity for C	ET 636 ME	=	1	
CET 636 RM	REBUILDING AND MODIFICATIO	NS TO UTILIT	Y STRUCTU	RES	C.Y.
	At the following locations:				
	AS ENCOUNTERED OR DIRI	ECTED BY VER	ZON FIELD	REPRESENTATIVE	10
	Total quantity for C	ET 636 RM		10	

VERIZON CET SCOPE OF WORK SUPPORT & PROTECTION

SE-798 CONSTRUCTION OF STORM AND SANITARY SEWERS IN ROBINSON AVENUE, ETC.

CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WOR	K L.F.
	At the following locations:	
	HYLAN BOULEVARD BTW WALNUT AVENUE AND HEINZ AVE	NUE 35
	Total quantity for CET 802B = 35	
CET 1006V	6" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.
	At the following locations:	•
	HYLAN BOULEVARD BTW WALNUT AVENUE AND HEINZ AVE	NUE 1
	Total quantity for CET 1006V = 1	

FOR INFORMATION ONLY ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE TIME WARNER CABLE OF NEW YORK CITY SE798

Robinson Ave., etc. Borough of Staten Island

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION	EA	6
101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO & INCLUDING 24" DIAMETER	EA	6
108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER	EA	2
350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES & APPURTENANCES	LS	1
351	UTILITY POLE SUPPORTS	EA	1

TIME WARNER CABLE SUPPORT & PROTECTION SE798 Robinson Ave., etc. Borough of Staten Island

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION At the following locations:	•	EA
	Intersection of Walnut Ave. & Highland Lane		1
	NWC Walnut Ave. & Highland Lane		i
	F/O 55 Walnut Ave.		i
	F/O 37 Walnut Ave.		1
	F/O 11 Walnut Ave.		1
	NEC Point Street & Highland Lane		1
		Total quantity for CET 100.1	6
CET 101.1			EA
	INCLUDING 24" DIAMETER		
	At the following locations:		
	F/O 55 Winchester Ave. F/O 49 Winchester Ave.		1
	F/O 41 Winchester Ave.		1
	Intersection of Winchester Ave. & Tennyson Drive		1
	Intersection of Tennyson Drive & Thornycroft Ave.		1
	Intersection of Point Street & Highland Lane		1
		Total quantity for CET 101.1	6
CET 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER		EA
	At the following locations:		
	Intersection of Tennyson Drive & Thomycroft Ave.		1
	Intersection of Point Street & Highland Lane		1
		Total quantity for CET 108.1	2
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES & APPURTENANCES At the following locations:		LS
	At the following locations: AS ENCOUNTERED		1
		Total avanity for OFT 050	
		Total quantity for CET 350	1
CET 351	UTILITY POLE SUPPORTS	•	EA
	At the following location: Thomycroft Ave. w/o Tennyson Drive		1
		Total quantity for CET 351	1

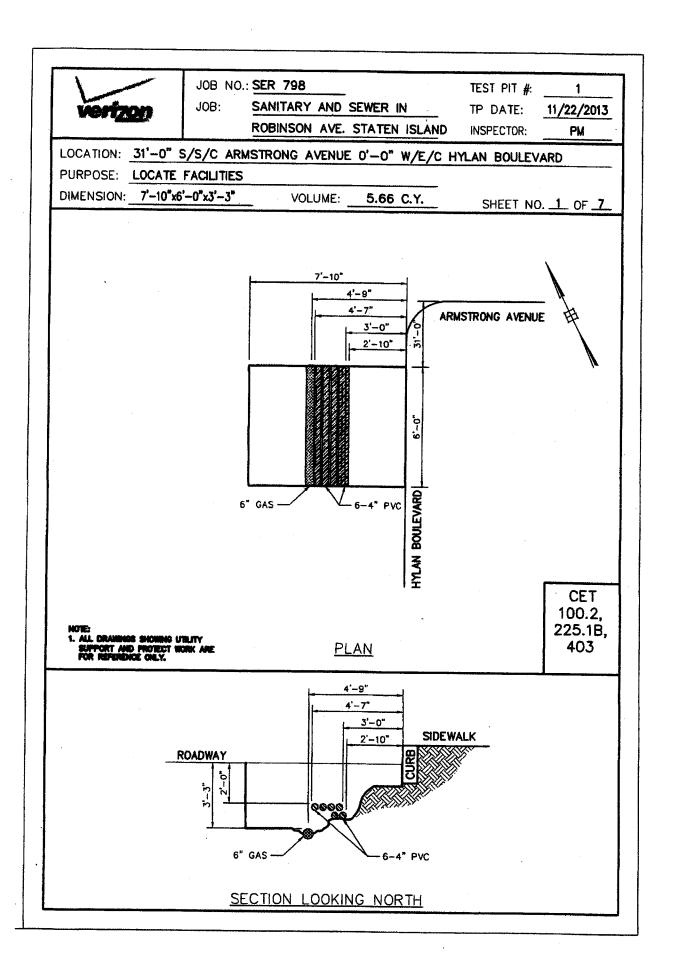
SECTION U-3

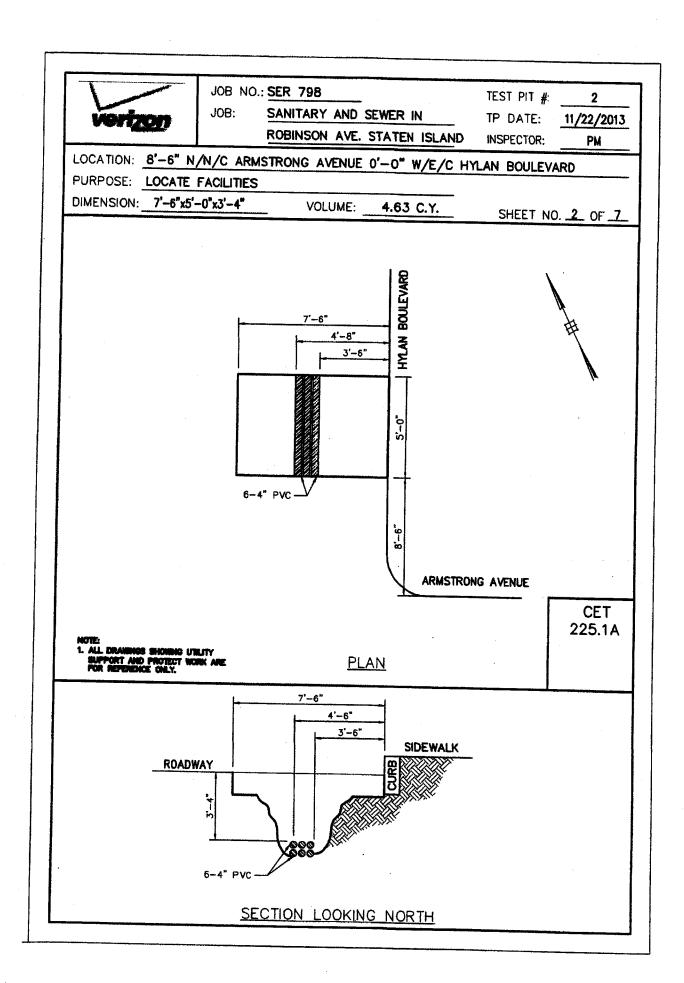
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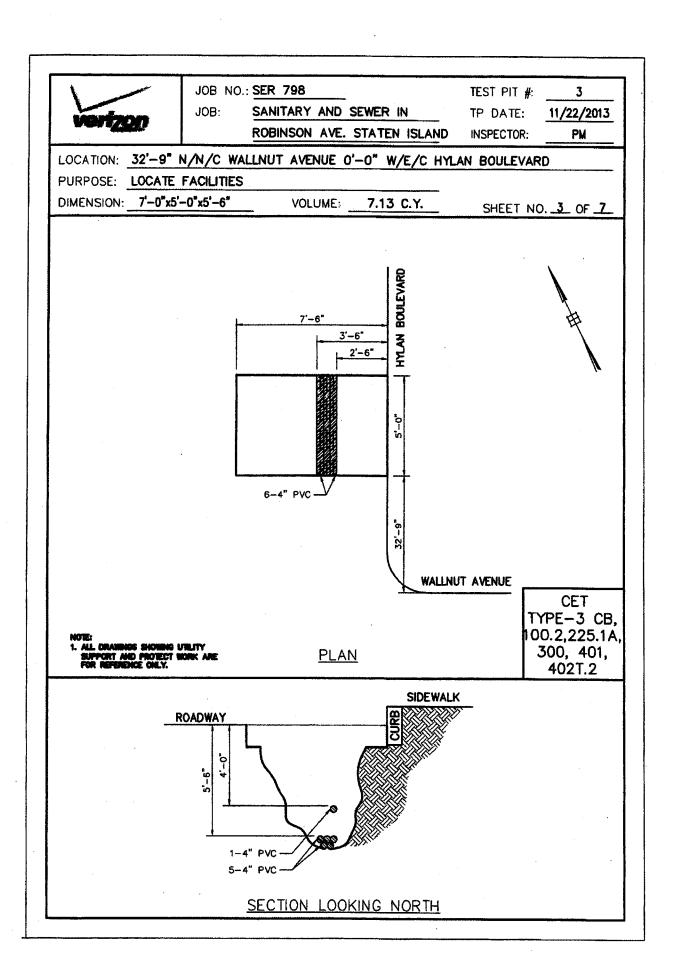
TEST PITS

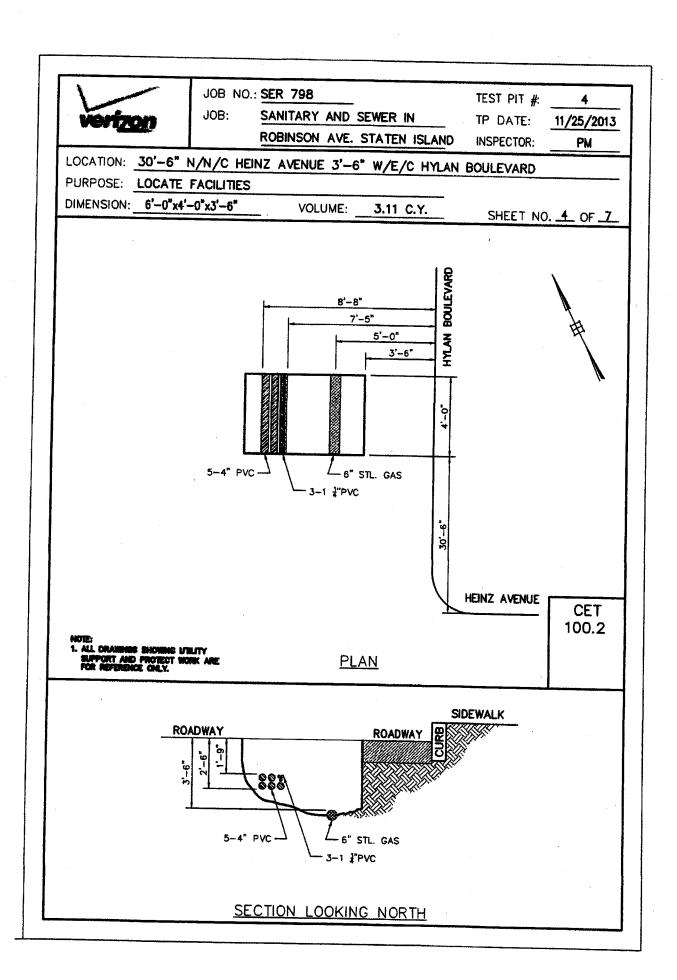
- (1) THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.
- (2) DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.
 - (3) RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.

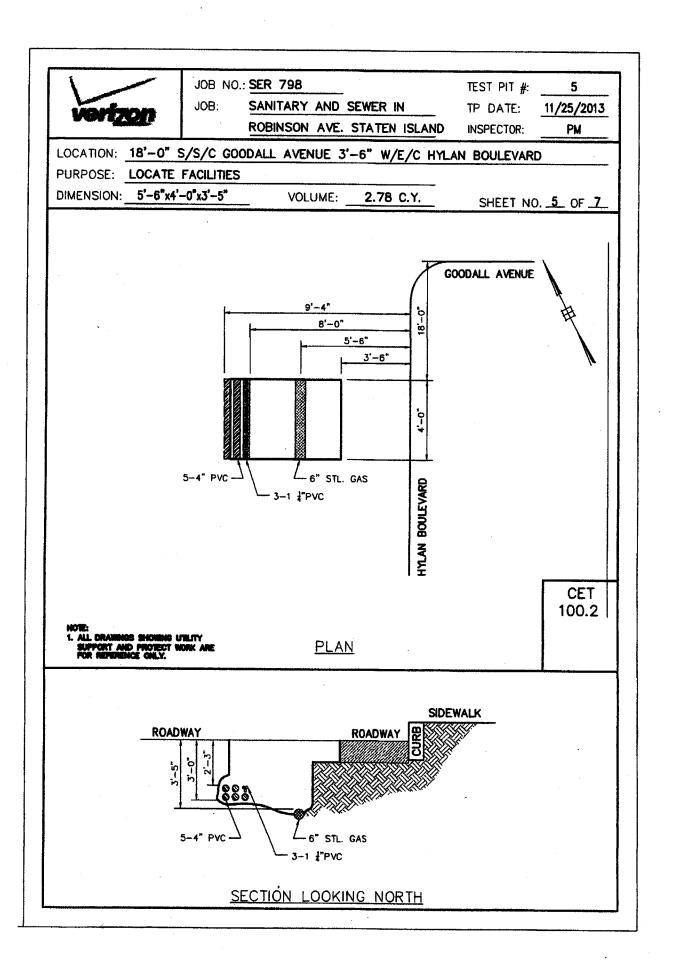
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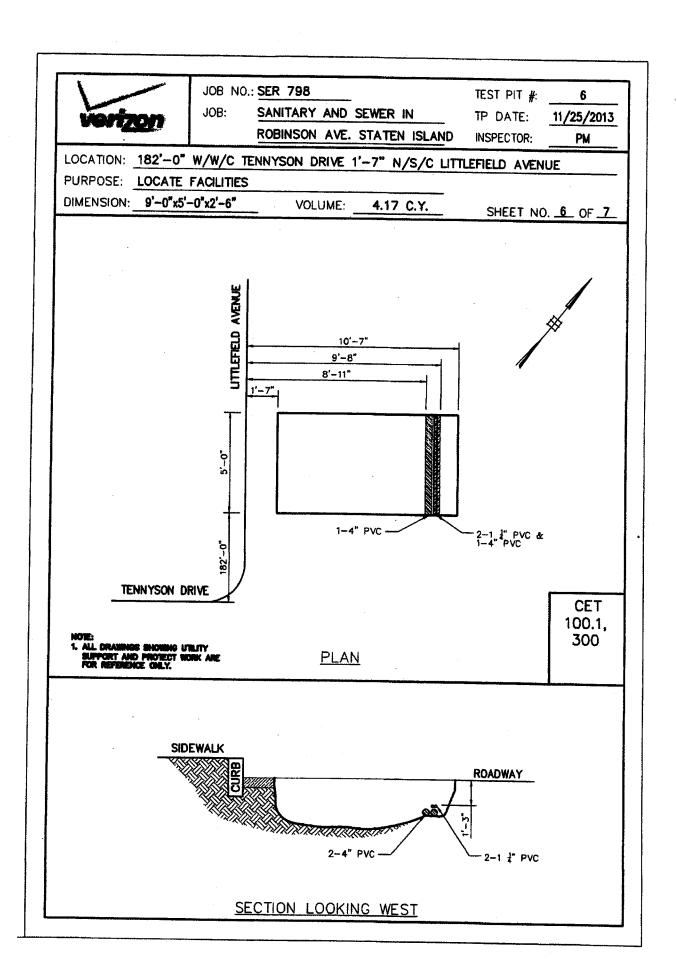


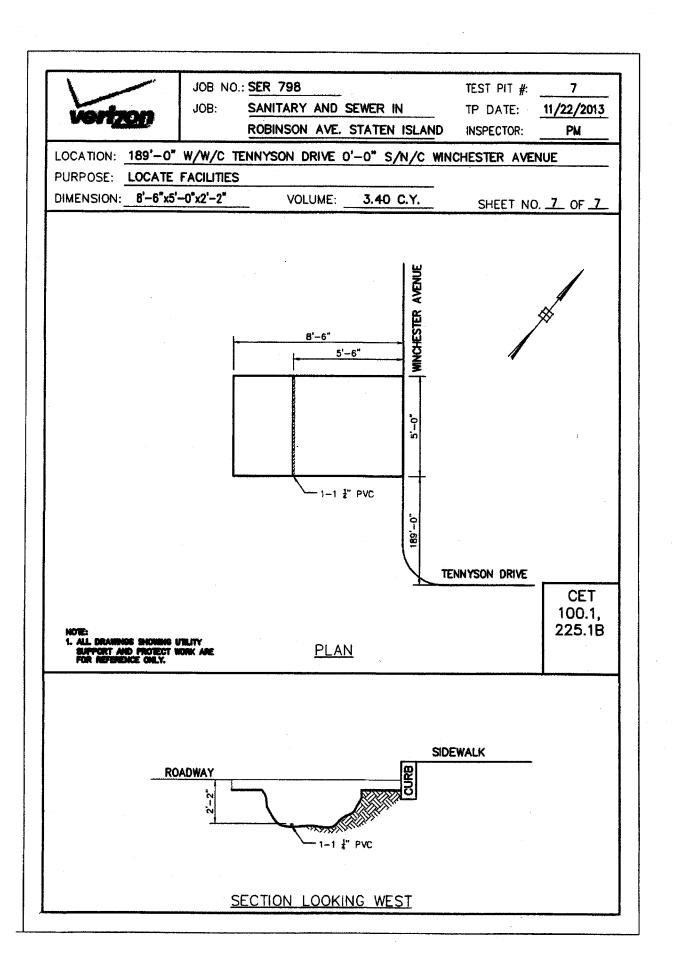












PROJECT ID: SE798

END OF ADDENDUM No.5
This Addendum consists of Thirty-Seven (37) pages
And Thirty-Seven (37) sheets of Contract Drawings

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto

BOROUGH OF STATEN ISLAND

ADDENDUM NO. 6

DATED: December 2, 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.

BEST MANAGEMENT PRACTICE (BMP)
SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWERS OUTFALLS
BOROUGH OF STATEN ISLAND, NY

NO TEXT ON THIS PAGE

CONSTRUCTION IN THE ROBINSON AVENUE AREA STATEN ISLAND, NY

SPECIFICATIONS FOR

CONTRACT SE-798

Construction of Storm Sewer Outfalls

November 2014
Prepared for the NYC Department of Design and Construction

By Hazen and Sawyer, P.C.

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CONSTRUCTION OF BEST MANAGEMENT PRACTICES

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ADDENDUM NO.6

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

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SE-798

ADDENDUM NO.6

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

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CONTRACT SER798 STORM SEWER OUTFALL CONSTRUCTION

DIVISION VII

SPECIFIC PROVISIONS

7.01 <u>LOCATION OF WORK</u>

Work under this Contract is to be performed on two (2) outfalls in the Robinson Avenue area. The Armstrong Avenue site, at the intersection of Armstrong Avenue and Tennyson Drive, is located on New York City Department of Parks and Recreation (NYC DPR) property. The Goodall Street site, situated near the intersection of Goodall Street and Tennyson Drive and is located within New York City right-of-way. Both sites are within Community Board 3 of Staten Island.

7.02 WORK INCLUDED

The work under this Contract includes the construction of two storm sewer outfalls. The following descriptions of work included under this Contract are general descriptions only and shall not be construed as a complete description of the work to be performed.

A. The principal items of work include:

1. Storm Sewer and Sanitary Sewer Networks

This entails excavation of trenches and layout of storm sewer and sanitary pipelines. The specifications and plans for this work are included elsewhere in these Contract Documents, not in this Addendum.

The following storm sewer outfalls will be constructed:

Armstrong Avenue

Goodall Street

2. <u>Site Restoration</u>

The entire Project site will be restored upon project completion. The site restoration will include proper grading for permanent access and development of the storm sewer outfalls. At the Armstrong Avenue

outfall, the existing playground will be removed and the site will be restored to a grassed area, and *Spartina Alterniflora* shall be salvaged and replanted. Cleared areas will all be reseeded and the site layout has been designed to minimize the disturbance on the existing trees and plants. Boundaries will be established with the use of buffer areas where appropriate.

B. <u>Involved Agencies and Firms</u>

Before bidding, the contractor shall become familiar with the following involved agencies and firms and their respective responsibilities in the project:

1. New York City Department of Design and Construction (NYCDDC)

The NYCDDC completed the designs for the storm sewer and sanitary components of the project. They will administer and inspect the Contractor's work with regard to the installation of the storm sewers and all other aspects of the project, including managing the overall project schedule, construction sequencing of the culvert construction. The Contractor will be required to obtain all permits in relation to sewer construction. Whenever reference is made in these specifications to "the Engineer", it means the Resident Engineer on site, hired by NYCDDC.

2. New York City Department of Environmental Protection (DEP)

This City agency will maintain the storm sewers to be constructed under this project.

3. New York City Department of Parks and Recreation (NYCDPR)

The NYCDPR along with the NYCDDC will be responsible for management of all construction within the Park's boundary.

4. New York State Department of Environmental Conservation (NYSDEC)

This State Agency has issued a tidal wetland permit authorizing work in regulated areas to be performed under this Contract. This Agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

5. <u>Hazen and Sawyer, P.C.</u>

This engineering firm is the design consultant for all the work contained in these specifications. They are engaged by NYCDDC.

6. United States Army Corp of Engineers

This Federal Agency issues permits for all work within Federal jurisdiction wetlands. This agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

7. Restoration Specialist (Construction Monitor)

The Restoration Specialist shall be retained by the Contractor. The Restoration Specialist shall also serve as the Construction Monitor for the construction of the outfalls and final site restoration. The individual or firm filling this position shall be responsible for overall oversight of the complete outfall installation. This individual or firm shall also focus on erosion control for the outfall site, and for overseeing all work in wetland areas and ensuring that the work adheres to permit requirements. The Restoration Specialist is responsible for compliance with the permit as it relates to culvert construction. The exact powers of the Restoration Specialist (Construction Monitor) are stipulated in the wetland permit.

C. Qualifications of Contractor/Subcontractor

1. The Contractor or its proposed subcontractor shall have performed at least three (3) projects similar in scope and type within the last five years that involved the restoration and/or creation of freshwater wetland systems.

To support the Contractor's contention that the Contractor or its proposed subcontractor is qualified to perform work involving the creation or restoration of freshwater wetlands the Contractor must provide the following information in a Statement of Qualifications within three (3) days upon request by the City.

Provide specific details on projects (i.e., location, size, cost, client, plant species, time of planting, etc.). Provide client contact person's name and telephone number. Describe any problems encountered during construction and corrective action taken to remedy the

problem. Describe any violations issued by NYSDEC or any other regulatory agency. How were the violations resolved? Enclose copies of applicable wetland permits. Provide chronological photos recording the progress of the restoration and/or creation efforts, including preconstruction through completion. Include any required sign-offs from client and provide a list of all plants replaced on site.

2. The Contractor shall have performed at least three (3) contracts that involved the installation and maintenance of soil erosion and sediment control devices during construction of a project.

To support the Contractor's contention that he/she is qualified, the Contractor shall be able to provide the following information in a Statement of Qualifications, as detailed in the paragraph below.

Provide specific details on the projects (i.e., location, size cost, client, etc.). Provide client contact person's name and telephone number. Describe regulatory requirements of the erosion control devices. Describe any problems encountered during construction and operation of the devices. Discuss corrective actions taken to remedy the problem. Describe any violations issued by regulatory agencies. How were the violations resolved? Provide chronological photos recording the progress of construction and operation of the erosion control devices, including preconstruction through operation during site construction and restoration after construction.

Within three (3) days upon request by the City the Contractor shall identify a Certified Professional in Erosion and Sediment Control who will be responsible for implementation of this aspect of the project. The certification of professionals is cosponsored by the International Erosion Control Association and the Soil and Water Conservation Society. The Contractor shall also provide a copy of the certification for the person so identified.

3. The Contractor must be able to complete and submit to DCC the Statement of Qualifications described in this Section within three (3) calendar days after requested to do so by DCC.

7.03 <u>INSPECTION BEFORE BIDDING AND MANDATORY PRE-BID</u> <u>CONFERENCE</u>

Before bidding the Contractor shall visit the site of the work. The Contractor shall obtain all necessary information, and make his own determinations of any and all conditions which may affect in any way the performance of his

work and his bid prices under these Contracts. All pertinent data and dimensions with regard to existing construction shall be verified by the Contractor.

Access to the site for inspection purposes prior to bidding is on a continual basis, since the site is a public property.

All bidders are required to attend a mandatory pre-bid conference, if one should be scheduled. Exact time and place meeting place is to be announced later.

7.04 <u>STANDARD SEWER SPECIFICATIONS</u>

Unless otherwise specified, all work, materials, and equipment shall conform to the applicable sections of the New York City Department of Design and Construction Standard Sewer Specifications.

7.05 <u>INSPECTION BY THE CITY, STATE AND FEDERAL</u> <u>GOVERNMENT</u>

The Contractor shall provide proper facilities for inspection and access to the work at all times, whenever it is in preparation and progress, for authorized representatives of the City, State and Federal Governments, the latter two in the presence of the Engineer.

7.06 EXISTING UTILITIES

All subsurface utility and structure information shown on the Contract Drawings were obtained from various plans and maps and field investigations, however, it is not guaranteed to be complete or accurate. It shall be the Contractor's responsibility to locate all such necessary utilities or structures by the digging of test pits prior to the start of construction and/or by contracting the Joint Underground Locating Service (JULS). No separate payment will be made for test pits or any other work related to locating existing utilities. During the progress of the work, the Contractor shall protect from damage any existing utilities or services within the work areas until, if required, they have been re-routed, disconnected or capped off.

7.07 PERMITS REQUIRED

A. Permits To Be Acquired By Contractor

The Contractor is advised that the Department of Design and Construction has filed a joint application for permit with the New York State Department of Environmental Conservation (NYSDEC), the United States Army Corps of Engineers (USACE), and the New York State Department of State (NYSDOS). No work shall commence until the above-mentioned permit has been obtained for this project. As the application is being processed, it shall be the Contractor's responsibility to obtain and update the said permit. No separate or additional payment shall be made to the Contractor for complying with the above requirements, obtaining and updating of said permits. The cost of such work shall be deemed included in the prices bid for all contract items of work. The Contractor shall become familiar with the following permits:

- U.S. Army Corps of Engineers Wetland Permit.
- DEC Tidal Wetlands Permit pursuant to 6NYCRR Parts 622 and 633, and water quality certification (Protection of Waters, Public Law 95-200) pursuant to the procedures of Section 401 certification for Federal Wetland Permit; and
- New York City Planning Commission authorization for alterations within the Special South Richmond Development District as designated by the City Zoning Resolution. These include modification of topography, removal of trees larger than 6 inches in caliper, and alteration of Designated Open Space.

B. Permits To Be Acquired By NYCDDC

The Contractor shall become familiar with the following permit and approval which will be obtained by NYCDDC:

 New York City Planning Commission Waterfront Revitalization (Coastal Zone) Consistency Determination.

7.08 <u>LAND FOR CONTRACTOR'S USE</u>

It is the responsibility of the Contractor to acquire land for staging area and/or use as a construction equipment and material storage yard. Staging area, stock pile sites, and other storage locations shall be protected from erosion and stormwater runoff.

7.09 <u>CONSTRUCTION - SPECIAL REQUIREMENTS</u>

A. Field Measurements

The Contractor shall take all necessary measurements in the field to determine the exact dimensions for all work and verify all pertinent data and dimensions shown on the Contract Drawings.

B. <u>Excavated Material</u>

Unsuitable excavated material shall be removed from the site together with all debris encountered in the excavations and the costs of such removal and disposal shall be included in the unit price bid for the applicable items in this Contract.

C. Access Requirements

The Contractor is advised that he shall provide access to the sites of the work for all other Contractors and that access to the sites of the work performed under all contracts shall be closely coordinated and scheduled with all other Contractors at the various sites during the life of this Contract.

D. <u>Connections to Existing Piping</u>

Connections to existing piping shall be made to permit ready disconnection of equipment with minimum disturbance of adjoining piping and equipment. The Contractor shall be responsible for the exact alignment of all piping with the existing piping and associated equipment and under no circumstances will pipe springing be allowed.

E. <u>Noise Control</u>

The Contractor shall implement noise control measures during construction including limits on the hours of operation and compliance with sound level standards. Those measures will comply with NYC and Federal noise requirements. The Contractor shall comply with the NYC Noise Code. No separate payment shall be made for this work; the cost thereof shall be included in the bid price for other items.

F. <u>Dust Control</u>

During construction, all appropriate fugitive dust control, including watering of exposed areas and using dust covers for trucks shall be employed. These measures include satisfying Section 1402.2-9.11 of the New York City Air Pollution Code. To prevent fugitive dust from construction activities from becoming airborne, the following measures are proposed:

- Use of water or surfactant to control dust in the construction operations and during the clearing and grading of land;
- Application of water to dirt paths, materials, stockpiles, and other surfaces that can generate airborne dust over extended periods. Construction of accessways would be built with properly sized stone or concrete equivalent over filtering material;
- Covering open-body trucks transporting materials likely to generate airborne dust at all times when in motion; and
- Prompt removal of earth or other material from paved streets where earth or other material has been deposited by trucking or earthmoving equipment, erosion by water, or other means.

No separate payment shall be made for this work; the cost thereof shall be included in the bid price for other items.

G. Sequence of Construction

All work shall be completed in accordance with the Contract Drawings, and upon approval of the Engineer. All work shall be done in a manner to minimize disturbance to the natural area and existing vegetation. Stake out and receive approval from the Restoration Specialist for the limits of work before beginning any clearing. The Restoration Specialist shall identify all trees to receive tree guards and give approval for all trees identified for removal before removal operations begin.

Landscaping is not included in the suggested sequence of construction. The contractor must receive approval for all landscaping work from the Restoration Specialist prior to construction.

Construction will be completed in two locations- Armstrong Avenue and Goodall Street.

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Armstrong Avenue Construction

- 1. No clearing, excavation, grading or landscaping shall begin until all other perimeter erosion control measures, including the silt fencing and the turbidity curtain, have been installed as shown on the Contract Drawings and approved by the Engineer and the Restoration Specialist. If clearing is required for installation of a particular measure, all measures not requiring clearing shall be installed first. Clearing of the necessary land for installation of the particular measure may then proceed. All construction materials, including but not limited to debris and sediments, shall be prevented from entering the waterways.
- 2. Install stabilized construction entrance from Tennyson Drive. The Contractor shall prevent the deposition of materials onto the public roadway. All materials deposited onto the public roadway shall be removed immediately.
- 3. Install approved dewatering measures to discharge below the mean lower low water line (E1-4.93). A portable sediment tank, or approved equal, shall be used to treat dewatering effluent prior to discharge. The contractor shall receive approval from the Engineer prior to placement of the portable sediment tank, or approved equal.
- 4. Perform site clearing and grubbing.
- 5. Install turbidity curtain. Install cofferdam, or other approved method, following turbidity curtain installation. Top of the cofferdam shall be above the mean higher high water line (El 0.38) to isolate the work area from tidal influence. The work area shall not contain standing water and all work below the mean high water line shall be conducted within the confines of a cofferdam, or other approved method. Construction materials including debris, sediments, and fresh concrete, shall be prevented from entering the waterways.
- 6. Install the 8'-0"W x 4'-6"H FTRC storm sewer and outfall.
- 7. Remove all sediment from within the cofferdam and stabilize outfall. Remove the cofferdam and dewatering measures and restore the dewatering area, as necessary and as directed by the engineer. All dewatered areas shall be restored to pre-construction conditions as approved by the engineer.

- 8. Preform site grading and restoration. Install permanent site stabilization measure, including slope protection, or equivalent, on sloped areas and as directed by the engineer. Seed all graded areas.
- Once permanent stabilization is complete, remove temporary perimeter erosion and sediment control measures and turbidity curtain and stabilize any areas within temporary erosion and sediment control measures footprint.

Goodall Street Construction

- 1. No clearing, excavation, grading or landscaping shall begin until all other perimeter erosion control measures, including the silt fencing and the turbidity curtain, have been installed as shown on the Contract Drawings and approved by the Engineer and the Restoration Specialist. If clearing is required for installation of a particular measure, all measures not requiring clearing shall be installed first. Clearing of the necessary land for installation of the particular measure may then proceed. All construction materials, including but not limited to debris and sediments, shall be prevented from entering the waterways.
- 2. The Contractor shall prevent the deposition of materials onto the public roadway. All materials deposited onto the public roadway shall be removed immediately.
- 3. Install approved dewatering measures to discharge below the mean lower low water line (El -4.93). A portable sediment tank, or approved equal, shall be used to treat dewatering effluent prior to discharge. The contractor shall receive approval from the Engineer prior to placement of the portable sediment tank, or approved equal.
- 4. Perform site clearing and grubbing.
- 5. Install turbidity curtain. Install cofferdam, or other approved method, following turbidity curtain installation. Top of the cofferdam shall be above the mean higher high water line (El 0.38) to isolate the work area from tidal influence. The work area shall not contain standing water and all work below the mean high water line shall be conducted within the confines of a cofferdam, or other approved method. Construction materials including debris,

sediments, and fresh concrete, shall be prevented from entering the waterways.

- 6. Remove existing 5'-0"Wx2'-6"H storm sewer.
- 7. Install 8'-0"Wx3'-0"H FTRC double barrel storm sewer and outfall.
- 8. Remove all sediment from within the cofferdam and stabilize outfall. Remove the cofferdam and dewatering measures and restore the dewatering area, as necessary and as directed by the engineer. All dewatered areas shall be restored to pre-construction conditions as approved by the engineer.
- 9. Preform site grading and restoration. Install permanent site stabilization measure, including slope protection, or equivalent, on sloped areas and as directed by the engineer. Seed all graded areas.
- 10. Once permanent stabilization is complete, remove temporary perimeter erosion and sediment control measures and turbidity curtain and stabilize any areas within temporary erosion and sediment control measures footprint.

7.10 TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT

A. General

- 1. Contractor shall make all arrangements for transportation, delivery, handling and rigging of equipment and materials required for prosecution and completion of the work.
- 2. Working space on the site is limited. Equipment shall not be delivered to the site until it can be moved directly to the area where it will be utilized.
- 3. If necessary to move stored materials and equipment during construction, the Contractor shall move or cause to be moved materials and equipment without any additional compensation.
- 4. The Contractor shall take all necessary provisions to prevent inadvertent deposition and spillage of excavated soils or other materials that are being transported from the project site. The Contractor must employ the use of the truck tracing pad, wheel

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washing stations or other equipment deemed necessary to prevent spillage and deposition from vehicles from other construction equipment.

B. Delivery

- 1. The Contractor shall arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
- 2. Coordinate deliveries to avoid conflict with work and conditions at the site and to accommodate the following:
 - a. Work of other Contractors.
 - b. Limitations of storage space.
 - c. Availability of equipment and personnel for handling products.
- 3. Do not have products delivered to project site until related Working Drawings have been approved by the Engineer.
- 4. Do not have products delivered to site until required storage facilities have been provided.
- 5. Do not have products delivered to site until the manufacturer's recommended storage instructions have been submitted and approved.
- 6. Have products delivered to site in manufacturer's original, unopened, labeled containers. Keep Engineer informed of delivery of all equipment to be incorporated in the work.
- 7. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- 8. Immediately upon delivery, inspect shipments to assure:
 - a. Product complies with requirements of Contract Documents and approved submittals.
 - b. Quantities are correct.

- c. Containers and packages are intact, labels are legible.
- d. Products are properly protected and undamaged.

C. Product Handling

- 1. The Contractor shall provide equipment and personnel necessary to handle products by methods to prevent soiling or damage to products or packaging.
- Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- 3. Handle products by methods to prevent bending or overstressing.
- 4. Lift heavy components only at designated lifting points.
- 5. Materials and equipment shall at all times be handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

D. Removing and Hauling Equipment and Materials

- 1. The Contractor shall inspect all items including all boxes, crates and packages containing equipment and materials for damage that may have occurred during shipment prior to its removal from the truck or other conveyance. Any damage shall be reported immediately to the Engineer.
- 2. The Contractor shall then carefully remove the equipment and materials from the truck or trucks on which it is shipped. The equipment and materials shall then be transported to the place of installation at the job site. The Contractor shall be liable for loss or damage to the equipment and materials that may occur while being unloaded, transported, stored or installed.
- 3. All equipment that arrives at the job site during normal working hours shall be unloaded as soon as practicable.

7.11 PROTECTION OF MATERIALS AND EQUIPMENT AT THE SITE

The Contractor shall make every effort to minimize extended storage periods of materials and equipment at the Site by judiciously scheduling deliveries to coincide with construction needs.

Storage of any mechanical or electrical equipment out of doors at any time is absolutely prohibited regardless of the protection furnished. Storage of mechanical and electrical equipment within structures at the Site will not be permitted unless the structures are enclosed.

All mechanical equipment shall be coated, wrapped and otherwise protected from snow, rain, drippings of any sort, dust, mud, condensed water vapor, etc. during shipment, storage, and installation and until placed in service.

Should storage of mechanical equipment become necessary before it can be stored at the Site, the Contractor shall provide storage in a weatherproof warehouse.

Materials may be stored out of doors if supported above ground surface on wood runners and protected with approved, effective and durable covers.

All storage and protection of materials and equipment at the Site shall be subjected to the approval of the Engineer.

All costs for equipment protection including warehousing or other work to meet the scheduled completion date shall be deemed to be included under the Contract and no additional payment will be made.

7.12 <u>FINAL CLEANING</u>

A. <u>Final Cleaning Under This Contract</u>

- 1. At the completion of the work, the Contractor for this Contract shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his subcontractors may have used in the performance of the work. The Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds.
- 2. The Contractor shall thoroughly clean all materials, equipment and structures installed under this Contract; all marred surfaces shall be touched up to match adjacent surfaces.

- 3. The Contractor shall clean all landscaped areas of all debris and any objectionable material, as determined by the Engineer, and shall remove all such debris off-site.
- 4. The Contractor shall remove all temporary erosion control measures and replace with final features as shown on the plans and other Contract Documents contained herein, as directed by the Engineer.

B. <u>Cleaning Materials and Methods</u>

The Contractor shall:

- 1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- 2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
- 3. Use only materials which will not create hazards to health or property.
- 4. The Contractor shall only use cleaning methods approved by the Engineer.

C. Payment for Final Cleaning

No separate payment will be made for the aforementioned work, the cost thereof shall be included in the price bid for other items of this Contract.

7.13 OSHA REQUIREMENTS

The Contractor shall comply with all applicable OSHA rules and regulations regarding hazardous materials. The Contractor's specific attention is called to OSHA Regulation 29 CFR, Part 1920.120.

7.14 NO SEPARATE PAYMENT

No separate payment shall be made for the work specified in the Specific Provisions. All costs shall be included in the various Contract items unless otherwise specified.

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7.15 BID BREAKDOWN

The Contractor shall submit a breakdown of the bid prices of this Contract within 15 days after the commencement date specified in the Notice to Proceed. The bid breakdown shall be by reference to every detailed specification section listed for the Contract Item, including physical quantities, material costs, unit costs, and installation costs, where applicable. In addition, separate amounts for the following shall be included in the bid breakdown:

Bond, Insurance and Mobilization Final Working Drawings, Record Drawings

7.16 <u>DETAILED DESCRIPTION OF WORK</u>

Sewer Outfalls

This work shall entail the construction of two outfalls at the Crescent Beach end of Armstrong Avenue and Goodall Street in Staten Island, NY. The work shall consist of the construction of two storm sewer outfalls discharging stormwater runoff from the surrounding areas.

Wetland Mitigation

This shall entail Spartina salvage and replanting to mitigate the permanent disturbance of Spartina along the existing Armstrong Avenue storm sewer outfall. The Spartina planting will take place immediately adjacent to the existing on-site Spartina area.

Specification Section

Earthwork and Grading

7.300	Work Included
7.308	Fill
7.310	Plant and Sod Salvage
7.312	Demolition and Site Clearing

Landscaping and Restoration

7.400	Work Included
7.404-A	Restoration Specialist (Construction Monitor)
7.404-B	Erosion and Sediment Control Licensed/Certified
	Professional

7.407-B Curled Wood or Coconut Fiber

Erosion and Sedimentation Control Measures

7.500	Soil Erosion and Sedimentation Control Measures
7.504	Silt Fence
7.509-A	Stabilized Construction Entrance
7.510	Portable Sediment Tanks
7.516	Turbidity Curtain

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EARTHWORK AND GRADING

7.300 Work Included

Under earthwork and grading, the Contractor shall provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work shall include items of work specified under the following sections.

Section Number	<u>Title</u>
7.308	Fill On-Site
7.310	Plant and Sod Salvage
7.312	Demolition and Site Clearing

7.301 <u>DEBRIS REMOVAL AND DISPOSAL</u>

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7.302 <u>CLEARING, GRUBBING AND REMOVALS</u>

7.303 <u>TEMPORARY WOODEN TREE GUARDS</u>

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7.304A <u>EXCAVATION</u>

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7.305 <u>CRUSHED STONE</u>

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7.306 TREE REMOVAL AND DISPOSAL

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7.307A GRADING

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7.308 FILL ON-SITE

A. <u>Description of Work</u>

This work shall consist of providing and placing approved fill material where required throughout the project area only. The Contractor may use approved fill material excavated from sewer and foundation trenches and stockpiled excavated soils within BMP project limits as long as it meets the approved definition. Reuse of onsite excavated material requires that the material be screened prior to placement as fill. The approved fill material shall be provided, placed, spread, compacted and fine graded to the elevations, lines, grades and cross-sections indicated on the drawings as directed by the Engineer.

B. <u>Definition</u>

Approved fill is hereby defined as clean earth, consisting of a mixture of silt and clay. Fill material shall have a liquid limit less than or equal to 40 and a plasticity index less than or equal to 20, as determined by ASTM D4318. This mixture must be free of any roots, trees, tree stumps, leaves or other organic matter. Furthermore, this material must also be free of any metals, masonry (i.e. construction debris), stones over one and one-half (1-1/2) inches in diameter and deleterious material. In addition, the fill shall have a gradation such that 100% (by weight) passes a 3" sieve, 50-100% passes a #10 sieve, 20-90% passes a #60 sieve, and 0-20% passes a #200 sieve.

Fill used in planted areas shall be clean earth, consisting of a mixture of silt, clay, and sand. No custom ("select fill") fill shall be used in area which are to be planted.

C. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of cubic yards of approved fill, measured in containers or vehicles, provided and placed as indicated on the Contract Drawings and as directed by the Engineer.

The contract price per cubic yard of approved fill material placed shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.308. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

No separate payment shall be made for fill used to backfill structures. All costs shall be included in the unit cost of the Concrete Structures item, specification section 7.129.

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7.309 <u>IN-STREAM SEDIMENT REMOVAL</u>

7.310 PLANT AND SOD SALVAGE

A. Work Included

The Contractor shall furnish all labor, materials, equipment and services necessary for Plant and Sod Salvage as indicated on the Contract Drawings and as specified herein. Plant salvage involves many ecological, horticultural and site-specific issues and shall be designed and supervised by the Restoration Specialist.

B. Manual Plant Salvage

Activities under this item shall include all work necessary and incidental for the removal, storage and transplanting of existing native small trees, shrubs and herbaceous plant material. Work shall be done under the guidance of the Restoration Specialist with experience in transplanting and nurserymen techniques. Plant salvage activities shall precede the use of heavy trucks, excavating or grading equipment in salvage areas, except equipment used for the salvage work itself.

Transplanting is only to occur when plants are dormant during the fall and winter and when soil is moist. Evergreen material shall be transplanted from April 1st to May 15th and from September 1st to October 15th. Deciduous material shall be transplanted from March 1st to May 1st and from October 15th to December 1st. Only trees and shrubs that lack insect or disease damage shall be transplanted. The majority of trees and shrubs salvaged shall not exceed five (5) feet in height as larger specimens have a higher mortality rate.

All plants shall be dug to retain as many fibrous roots as possible and the roots shall be contained securely in place. The Contractor shall use approved transplanting equipment. Temporary storage shall be in suitably sized containers or, where appropriate, as burlap wrapped balls. Root balls of trees and shrubs shall be wrapped with wet burlap to prevent soil from separating from roots and desiccation. Size and weight of root balls shall be in accordance with Table 3.5 "Size and Weight of Earth Ball Required to Transplant Wild Stock" in the latest edition of the New York State Standards and Specifications for Erosion and Sediment Control, published by the Empire State Chapter of the Soil and Water Conservation Society. After transplanting, all shrubs shall be pruned and watered in accordance with standard horticultural practices.

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C. Plant Removal

The following specifications shall be used to properly remove plants. A straight edged spade shall be used to manually remove herbaceous plants and small shrubs and trees. For plant material under three (3) feet tall, a spade shall be plunged straight down around the material to be removed at least eight (8) inches from stem. The cut around plant material taller than three (3) feet shall be a minimum of one (1) foot. The spade shall then be carefully worked under the roots. If a large root is encountered, it shall be cut cleanly with sharp pruning shears or loppers. Small plants shall be lifted out of ground, keeping root ball and associated soil intact and placed in temporary containers of appropriate size. The soil within the containers shall be covered with wet mulch, wood chips or leaves and kept moist.

Shrubs and trees larger than three (3) feet shall be removed in the following manner. Two people shall be used for removing such material. An appropriately sized piece of burlap shall be placed alongside the plant material to be removed. The spade head shall be placed under the root ball. While one person pries the plant up with the spade handle, the other shall grasp the plant at the base of the stem. Using the spade to support the root ball, the plant shall be lifted out of the hole and placed on the burlap. The corners of the burlap shall be pulled up around the root ball and natural twine (not nylon or plastic) shall be used to tie it around the root ball. The burlap and root ball shall be immediately watered. Roots shall not be allowed to become dry or be exposed to air.

D. Storage

Under ideal circumstances, salvaged material shall be transplanted immediately to the donor site. If storage is necessary and approved by the Restoration Specialist, salvaged plants shall be stored temporarily at a designated storage location, properly heeled in and watered until such time that they are used for re-establishment. The temporary storage area shall be scraped to remove weeds and weed seeds before plants are stored and shall have the same soil type, exposure and hydrological regime as the donor site. The temporary storage area shall be completely fenced with plastic snow fence or welded wire fence. The top two (2) inches of the container as well as spaces between the containers shall be filled with wet mulch, wood chips or leaves. The salvaged plants shall be planted as soon as designated receptor sites are available during the dormant season.

A capillary bed shall be constructed for wetland plant storage at the discretion of the Restoration Specialist. The frame of the capillary bed shall be one (1) foot deep and four (4) feet wide by ten (10) feet long. The frame shall be lined with heavy plastic (>3 mil) and filled with approved soil or

mulch. Holes are to be punched in the plastic liner in each corner six (6) inches from the bottom of the frame. This will prevent the entire bed from filling with water. At least two (2) inches of water shall be maintained in the capillary bed at all times.

Plants shall be potted prior to placement within the capillary bed as this will reduce the number of times the roots will need to be disturbed. Potted plants are to be placed in the bed and surrounded and partially covered with soil or mulch. Plants shall not be stored for more than one (1) year.

E. <u>Tree Spade</u>

Tree spades shall be equal to or better than those marketed by Vermeer Manufacturing Company, P. O. Box 200, Pella, Iowa 50219; (515-628-3141). Native shrubs and small trees shall be transplanted as per the manufacturer's recommendations and with the supervision of the Restoration Specialist as to not damage plant material.

Prior to transplanting, shrubs and trees should be tagged and their future locations selected and marked by the Restoration Specialist. Plant material shall only be transplanted during the dormant season.

If plant material is to be stored prior to planting, the material shall be properly balled or containerized as per sound horticultural practices (American Association of Nurserymen Standards) and toed into the soil in an appropriate predetermined location. The storage site shall be approved by the Restoration Specialist and have the same soil type, exposure and hydrology as the donor site. The temporary storage area is described in paragraph D.

Evergreen material shall be transplanted from April 1st to May 15th and from September 1st to October 15th. Deciduous material shall be transplanted from March 1st to May 1st and from October 15th to December 1st. Only trees and shrubs that lack insect or disease damage shall be transplanted. The majority of trees and shrubs salvaged shall not exceed six (6) feet in height as larger specimens have a higher mortality rate.

F. Whole Sod Salvage

Whole sod placement shall be done under the guidance of a Restoration Specialist with experience in sod salvage. The Contractor shall remove whole sods from all designated donor wetlands, including native moss mats, sedge and fern tussocks, woody hummocks, whole shrubs and small trees and associated herbaceous vegetation. The salvaged sod shall be transported and placed into the created wetland over previously-placed organic

sediments or over mineral soils, depending on the depth of sod. Sods shall be cut, transported and placed such that the sods and plants remain substantially intact and plants and roots maintain their accustomed vertical and horizontal orientations. Whole sod cutting shall be capable of transporting trees up to two (2) inches in caliper and ten (10) feet in height.

Whole sod cutters shall be manufactured by Munro Ecological Services, or approved equal. The referenced manufacturer supplies hydraulically-operated attachments equipped for positive sod displacement.

Salvage and placement of whole sod and organic soils shall occur in tandem so that all salvage equipment can work on firm mineral soil and there is no unnecessary treading of organic soil, sods or plant material. Sods shall not be stored without the approval of the Restoration Specialist and requires the use of specialized storage equipment.

The work shall proceed as follows:

- 1. A rank of whole sod shall be cut and removed from the edge of the donor site. If the sod is of the proper thickness, it may be placed directly into the receptor site. The sod shall otherwise be set aside temporarily until the receiving subgrades are properly prepared.
- 2. If underlying organic soils are to be salvaged from donor sites, it should be excavated and transported to the receiving wetland in such a way as to prevent unnecessary treading by heavy equipment.
- 3. If both underlying organic (A horizon) soils and mineral (B horizon) soils are to be salvaged from donor sites, they shall be excavated and stockpiled separately, and transported and placed into the receptor site in separate lifts, as they existed in-situ. The soil horizons shall be tamped, not compacted in place. Soils shall be excavated and transported to the receptor site in such a way as to prevent unnecessary treading by heavy equipment.
- 4. Salvaged whole sods shall be carefully placed on top of those sediments or elsewhere on mineral soils.
- 5. Another rank of whole sods shall be cut and removed from the donor site.
- 6. All organic sediments underlying the removed rank of sods shall be excavated, transported, distributed and then salvaged. Whole sods shall be placed on top.

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- 7. This procedure shall be repeated until all usable whole sods have been salvaged to the satisfaction of the Restoration Specialist. Sods shall be placed deliberately spaced apart as well as contiguously to imitate the irregularity of other existing wetlands in the area. The Restoration Specialist shall inspect local "model" wetlands prior to placement of whole sods to better understand the desired pattern of layout.
- 8. Sod placement shall be true to elevation as shown on the plans. Target elevations shall be corrected by the Contractor if actual site conditions appear to differ from projected site conditions during and after excavation.

G. Plant Salvage at BMPs

Within this contract, the BMPs' periphery and adjacent areas will be recontoured and restored. As such, the BMP edge and adjacent areas shall serve as the donor site for both soils and plant salvage.

Prior to salvaging plants and soil, the receptor site shall be fully prepared. The plant material shall be excavated including the soil to a depth of 18". Extreme care shall be taken to avoid damaging plants or crumbling soil below. If the receptor site is deeper than 18", additional soil shall be excavated from the donor site to be placed below. This material shall be stockpiled on tarps and placed separately prior to the placing of the top 18" layer. The plant material and topsoil shall be stored on tarps, kept moist and protected until it can be placed. Work shall be scheduled so that plant material can be transplanted within thirty six (36) hours of being excavated. Method for transplanting material shall be selected to minimize compaction of soil. Soil shall be tamped, not compacted in place. Salvaged plant material shall be well-watered in place.

The material to be salvaged shall include the plant species listed below, but shall not be limited to these plants, as determined by the Restoration Specialist. In the areas to be excavated, locate and transport the following species to the cleared areas (plants are listed in order of importance to salvage):

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Woody Plants

Acer negundo	Box-Elder
Acer spp.	Maple saplings
Quercus spp	Oak saplings
Salix nigra	Black Willow
Cornus amomum	Silky Dogwood
Rubus spp	Raspberry
Sambucus canadensis	Elderberry
Viburnum dentatum	Arrowwood Viburnum

Perennials and Herbaceous Plants

Peltandra virginica	Arrow Arum
Carex spp.	Sedges Eupatorium spp.
Solidago spp	Goldenrod
Typha spp	Cat-Tail
Symplocarpus foetidus	Skunk-Cabbage
Parthenocissus quinquefolia	Virginia Creeper
Spartina alterniflora	Smooth Cordgrass

H. <u>Measurement and Payment</u>

The quantity to be measured for payment under this section shall be the total hours necessary for completion of the plant salvage operation. The crew shall consist of two workers.

The contract price per unit for Plant Salvage shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.310-A4. The unit price bid shall include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.311 <u>CONSTRUCTED WETLAND TREATMENT</u>

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7.312 <u>DEMOLITION AND SITE CLEARING</u>

A. <u>Description of Work</u> - The Contractor shall demolish, remove, and dispose of all existing structures, to the extent indicated and as specified herein.

Items to be demolished and cleared include, but are not limited to, the following:

1. Removal of existing asphalt playground surface and fencing at the end of Armstrong Avenue and concrete paving, curbs and fencing as required.

B. General Requirements

All demolition and removals shall be in accordance with the New York City Building Code.

- 1. Shop Drawings The Contractor shall submit to the Engineer for approval shop drawings and other material required to substantiate conformance to the requirements set forth in these Specifications. Shop drawings shall include, but not be limited to, the extent and schedule of demolition, demolition procedure, safety precautions as specified. Approval of shop drawings by the Engineer is required before demolition may be started. The Contractor shall verify the existing conditions of the structures and site prior to submitting the Shop Drawings.
- Permits to be Obtained Before proceeding with the demolition and clearing work, the Contractor shall obtain all necessary permits required by the City Departments and other agencies having jurisdiction.
- 3. The Contractor shall provide adequate fire protection during demolition in accordance with New York City Fire Department Requirements.
- 4. The Contractor shall obtain all necessary approvals from all utilities in regards to disconnecting all existing utility connections. The Contractor shall remove all utility lines in the driveway of the structure to be demolished up to St. George Road.

C. <u>Demolition Procedures</u>

General

- 1. The limits of demolition are removal of the playground area surface and adjacent asphalt paths on the NYC Department of Parks and Recreation (DPR) property. The playground equipment will be relocated by DPR prior to the start of construction.
 - a. Use of explosives will not be permitted.
 - b. In performance of this work, the Contractor shall provide protection of adjacent existing structures and existing vegetation. Any trees or shrubs damaged or removed by the Contractor during demolition activities shall be replaced by the Contractor at no additional expense to the City.
- Clearing and Grading Resulting excavation from the demolition of the structures shall be backfilled and compacted to conform to surrounding grades. All associated debris materials shall be removed from site and disposed of by Contractor. Burning will not be permitted.
- 3. Restoration The backfilled and graded demolition site shall be restored in accordance with NYC DDC specification section 4.20. The restoration will include the preparation and application of topsoil over the demolition and clear area and the application of a DPR approved seed mix.

All restoration work shall be as directed by the Restoration Specialist who shall prepare a detailed plan for planting the cleared site.

4. <u>Disposal</u> - All materials resulting from the demolition work will become the property of the Contractor. The materials shall be removed from site to Contractor's own place of disposal at Contractor's expense in conformance with existing applicable laws and regulations.]

D. Measurement and Payment

The quantity to be measured for payment for demolition under this Section shall be the total number of cubic yards of material removed and disposed as directed by the Engineer. Measurements shall be paid under the proper

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bid items and the quantity to be paid for will be (8/10) of the yardage determined by such measurements.

The contract price per cubic yard of demolition material removed shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.312-C. for non-hazardous. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete this item in accordance with the plans and specifications to the satisfaction of the Engineer. No separate payment shall be made for any work by the Contractor concerning disconnecting and removing of the utility lines. The cost of all planting (topsoil, trees, shrubs, wildflower seed mix) shall be paid from those existing items.

* * * *

7.400 LANDSCAPING AND RESTORATION WORK

Work Included

Under landscaping and restoration work, the Contractor shall provide labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work shall include items of work specified under the following sections.

Section Number	<u>Title</u>	
7.401	Herbaceous Plants or Plugs	
7.404A	Restoration Specialist (Construction	
	Monitor)	
7.404B	Erosion and Sediment Control	
	Licensed/Certified Professional	
	Monitor)	
7.407B	Jute Mesh- Curled Wood or Coconut Fiber	

* * * * *

7.401 LANDSCAPING FOR TERRESTRIAL ZONE AND WETLAND ZONE

A. Work Included

Under these items, the Contractor shall furnish all labor, materials, equipment and services necessary for the proper execution of all landscaping work, as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. In addition, the contractor will also furnish and deliver Permanent Seed Mix as directed by the Engineer.

B. General Requirements

1. Reference Standards

- a. American Association of Nurserymen, Inc., (American National Standards Institute) Nursery Stock (Z60.1)
- b. American Joint Committee on Horticultural Nomenclature Standardized Plant Names.
- c. A Checklist of New York State Plants, Contributions to a Flora of New York State, Checklist III, Bulletin #458, Richard S. Mitchell, State Botanist, New York State Museum, 1986.

C. Quality Assurance

1. Source Quality Control:

a. If private nursery sources are used, they must be within a 250-mile radius of the planting site. All specified plants shall have also been grown in the same USDA climatic zone as that of the planting site.

All seed and original stock material for herbaceous plants shall have been collected from locally adapted ecotypes within a one-hundred mile radius of the project site. Plant material may have to be contract grown in order to meet this requirement.

No substitutions of specified plants will be accepted without prior approval of the Engineer or his/her duly authorized representative.

- b. General. Ship landscape material with certificates of inspection when required by governmental authorities. Comply with governing regulations applicable to landscape material.
- c. Packaged Material. Package standard products with manufacturer's certified analysis. For other material, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable, or as further specified.
- d. All seed shall be interagency certified under the auspices of a State Seed Improvement Cooperative and must bear their seals of certification on bag. Permanent seed shall be 75% Pure Live Seed minimum.
- Plants shall be specified as in the Contract Documents. Nurseries which collect plants from the wild shall be rejected. No substitutions shall be permitted, except as authorized in writing by Engineer. If specified landscape material is not obtainable, submit proof of non-availability to Engineer, together with proposal for use of equivalent material. All plants specified within this Contract are native to the State of New York. Species native to this region, but not listed as native within <u>A Checklist of New York State Plants</u> may be accepted on a case-by-case basis.
- 3. The Contractor shall provide plants of quantity, size, genus, species and variety shown and scheduled in the Contract Documents for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". The Contractor shall provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries abrasions, or disfigurement.
- 4. All plants furnished under this Item shall be true to name. Plant names shall agree with the nomenclature of Standardized Plant Names as adopted by the American Joint Committee on Horticultural Nomenclature, 1942 Edition. Size and grading shall conform to those of the American Association of Nurserymen. All wetland plants shall come from Far Rockaway stock or within a 250-mile radius of Eltingville, Staten Island.

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5. Certified analyses by a recognized laboratory shall be submitted by the Contractor for approval by the Engineer for topsoil before delivery to the site. Analyses must include mechanical analysis, magnesium, nitrogen, potassium, and phosphorus levels, soluble salts, pH and organic matter. Standards and formatting for clean sand analyses shall be as specified under DETAILED SPECIFICATIONS FOR CLEAN SAND FOR RESTORED AREA.

6. Inspection:

- a. Plant materials shall be inspected by the Engineer upon arrival at the job site and prior to planting. Any materials not in compliance with specifications shall not be accepted and shall be removed from the job site immediately.
- c. The Engineer retains the right to further inspect all plant material, and to reject unsatisfactory or defective material at any time during progress of work. The Contractor shall remove rejected plant material immediately from project site.
- d. Tagged samples of plant materials shall be delivered to the site and planted in locations approved by the Engineer. These tagged samples shall be maintained, protected and used as standards for comparison with the plants furnished for the work.
- e. The Contractor shall be responsible for all certificates of inspection of plant material that may be required by Federal, State or other authorities to accompany each shipment of plants. On arrival, the certificates shall be filed with the Engineer. The Engineer shall receive a copy of each shipping invoice immediately after the delivery has arrived at the job site.

D. Submittals

The General Contractor shall submit the following information (as listed in 1. through 4.) for approval within ten working days following the date in the Notice to Commence Work:

1. Subcontractors. Subcontractors proposed for landscaping and associated restoration and site work must be approved by the Engineer prior to start of work. The Contractor shall submit at least

three (3) alternative Subcontractors to the Engineer for review and approval. The Subcontractors proposed shall be evaluated on the following criteria, prioritized in descending order:

- a. The Contractor shall submit a minimum of three (3) projects similar in scope and type within the last five years whereby the Contractor was directly responsible for the installation, restoration and maintenance of native habitats and wetlands. References and xerographic reproductions of photographs of the projects shall be submitted. Projects shall not be more than five years old.
- b. Demonstrated capacity to accomplish the work in the required time including qualification of experienced foreman and key personnel.
- c. Experience in digging and transplanting field stock.
- d. Experience with City agencies, such as the Department of Parks and Recreation, Central Park Conservancy, Botanic Gardens, HPD and the Port Authority.
- e. Other references or experience deemed appropriate to obtaining approval.
- 2. List of growers/nurseries.
- 3. Certified arborist or nurseryman.
- 4. List of all materials and certificates specified within this Item.

The General Contractor shall submit the following information (as listed in 5 through 8) prior to construction:

5. Certificates:

- a. All necessary State, Federal and other inspection certificates as may be required by law.
- b. Certification and guarantee that all plant material is true to name and in conformance with these specifications.
- c. The invoice or a written statement showing the size and grade of materials received or shipped, together with the source and health of the plant material. No plants shall be

accepted that have been collected from property other than that owned or leased by a nursery.

- d. Certification that all herbaceous plant material was grown from seed or stock collected from locally adapted ecotypes within a one-hundred mile radius of the project site.
- 6. Planting Schedule. Submit proposed planting schedule within one month of official Notice to Commence Work, indicating dates for each type of landscape work during normal seasons and as specified in the Contract for such work in area of site. Included shall be a schedule of nursery visits for the Engineer to tag plant material. Correlate from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
- 7. List of equipment, methods of operation, and maintenance plant, including methods for protection of existing vegetation.
- 8. Manufacturer's Literature. Manufacturer's literature for all materials furnished shall be submitted with samples of same.
- 9. The Contractor is required to perform a separate germination test on the seed mixes to be used on this project prior to submitting the seed mix and supplier. The results of the germination test shall be included in with the information submitted to the Engineer for refiew and acceptance. The Contractor is advised that these tests can run two-months or more and should be prepared to have these tests completed in sufficient time for the next seeding season. Seed shall conform to all applicable state and federal regulations and to test provisions of the Association of Official Seed Analysts. There shall be no exceptions.
- 10. The Landscape Subcontractor shall submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer or Restoration Specialist. The plan shall include proposed methods of watering and weeding, including but not limited to tree gators (bags), sprinklers, drip hoses, irrigation, tanker vehicles and hand watering, etc., as well as manual weeding and weeding tools. No additional payment will be made for watering and weeding during installation and during the three year guarantee period.

The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The

Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.

E. <u>Product Delivery, Storage and Handling</u>

1. Delivery of Materials:

- a. Packaged Materials. Deliver packaged materials in unopened bags or containers, each bearing the name, warranty, and trademark of the producer and the composition, analysis and the weight of the material.
- b. Plants. The Contractor shall provide plants of the stock type and quantities shown on the Contract Drawings. Do not prune prior to delivery unless otherwise approved by the Engineer. Do not bend or bind-tie plants in such a manner as to damage, break, or destroy natural shape. Provide protective covering during delivery, and insure that all plant material is handled properly and is not dropped.
- c. All plant materials shall be protected from drying out and from wind damage during delivery.
- d. The Contractor shall deliver plants after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set plants in shade, protect from wind, weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture. Water as necessary.
- e. The Contractor shall not remove container grown stock from container until planting time.
- f. Material should be planted in the ground immediately after delivery to site. Plants should be covered with damp-not wetleaf compost while awaiting ground installation. Do not allow the plants to dry out or freeze.
- g. All materials shall be stored in upland areas that are protected from weather.

Seed shall be clean and fresh and delivered to the site in the original, unopened bags showing the net weight, composition of mix,

suppliers name and guarantee of analysis. Seed shall be delivered and stored in original unopened packages, kept dry, and not opened until needed for use. Damaged or faulty packages shall not be used and will be rejected. Seed shall have been harvested for planting in the current growing season, and shall have been packed within the last 9 months.

F. Job Conditions

Terrestrial and Wetland Buffer Zone Plantings: Unless otherwise directed by the Engineer, evergreen material shall be planted and transplanted from April 1st to May 15th and from September 1st to October 15th. Deciduous material shall be planted and transplanted from March 1st to May 30th and from October 15th to December 1st. Container-grown herbaceous material shall be planted and transplanted from March 1st to May 30th and from August 15th to September 15th (SEE PLANTING SCHEDULE). Perform actual planting when conditions are suitable. No plant material shall be planted when the ground is frozen or in excessively moist condition. All material labeled as fall planting hazard shall be installed during the spring only. Notify the Engineer before proceeding with any planting operations.

Wetland Plantings:

- 1. Time of Planting and Transplanting. All wetland plantings shall be installed in time frames indicated under the above Terrestrial and Wetland Buffer Zone Planting section. Perform actual planting when conditions are suitable. No plant material shall be planted when the ground is frozen or in excessively moist condition. Notify the Engineer before proceeding with any planting operations.
- 2. The Contractor shall proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
- 3. Utilities. The Contractor shall determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is approved by the Engineer.
- 4. Excavation. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse draining conditions, or obstructions, notify the Engineer.
- 5. Preservation and Restoration of Existing Trees and Shrubs.

- a. In order to avoid surface and subsurface root damage and soil compaction, the Contractor shall not be permitted to stockpile materials of any nature under the drip line of existing trees and shrubs. This directive shall apply to all areas within or outside the Contract limit line.
- b. The Contractor shall assume the responsibility for any remedial work such as root and top pruning required and/or necessary to prevent loss of plant material when this article is violated or when trees or shrubs are injured by construction equipment.
- c. Compensatory pruning and fertilizing of existing trees and shrubs shall be performed to compensate for damage of roots incurred. Fertilize in areas around undamaged roots only and not adjacent to the trunk or main stem. Fertilizer shall be applied in the fall unless otherwise approved by Engineer.
- d. Tree pruning shall be performed In accordance with Specification 7.419 Tree and Root Pruning.
- e. No separate payment will be made for fertilizing and pruning of trees and shrubs in stockpile areas or when trees or shrubs are injured by construction equipment, but the cost thereof will be deemed to be included in the various prices bid for the items for which such pruning and fertilizing are necessary.
- f. No existing trees, shrubs or herbaceous plants shall be removed, except as specifically required by this Contract or as specified on Contract Documents, or as specifically approved in writing by the Engineer.
- g. Any areas or items of existing landscape which are removed or damaged shall be replaced by the Contractor at no additional cost to the City. The Contractor shall match the existing condition prior to damage or as directed by the Engineer.
- h. All existing landscape features including trees, shrubs, perennial, meadows, lawns, wetlands, paving, walls, stairs, etc. shall be protected by the Contractor, utilizing methods approved by the Engineer prior to start of work.
- G. Guarantee

1. Landscape Guarantee and Replacements

- a. Guarantee. All landscaping work shall have a replacement guarantee for a period of three (3) years beginning at the date of acceptance of the Landscaping work or the date of substantial completion, whichever is later, and shall be considered as included under monies shown within the guarantee provisions of Schedule A.
- b. Operations. The Contractor shall, for a period of three (3) years, cultivate, weed, prune, and water all herbaceous plants and permanent seeded areas under this Contract, to the satisfaction of the Engineer. The Contractor shall replace, according to the original specifications, any plant material which is dead or in a dying condition at the request of the Engineer. The Engineer shall be the sole judge as to the condition of the plants. The guarantee and maintenance applies to all planted and grassed areas, meadows, paved and other landscaped areas.
- c. Replacement. Any plant material that is dead or not showing satisfactory growth, as determined by the Engineer, shall be promptly removed and replaced by the Contractor during normal planting season specified in Section 7.401.F. Initial replacement of dead material and the repair of bare areas will take place one year following the acceptance of plant material. The replacement shall be of the same variety, size and character as specified for the original planting. Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants shall be chosen only by the Engineer.

At the end of the guarantee period, and upon written request, an inspection will be made by the Engineer. If mortality exceeds ten percent or if bare areas occur, the Contractor shall replace plant material as necessary.

H. Materials

1. Fertilizer

Fertilizer shall be provided as indicated on the Contract Drawings: Osmocote, granular, slow-release in the specified time frame releases and analyses. Fertilizer shall be furnished in standard

containers, with name, weight and guarantee analysis of contents clearly marked thereon. Appropriate containers to disperse specified amounts of fertilizer into planting holes shall be supplied and used by the Contractor.

2. <u>Mycorrhizal Innoculants</u>

a. Mycorrhizal inoculants shall not be used.

3. Plant Material

- a. The Contractor shall furnish all plant material shown. Plant material must be true to name and size and conform with the following standards:
 - i. American Joint Committee on Horticultural Nomenclature, Standardized Plant Names (Published by Mount Pleasant Press J. Horace McFarland Company, Harrisburg, PA.).
 - ii. American Association of Nurseryman, "Horticultural Standards" (Published by American Association of Nurserymen, Inc., 635-636 Southern Building, Washington, D.C.).
- b. Nursery grown plants shall mean plants propagated by seed, division, tissue culture or cloned from existing stock at a nursery, which are healthy, vigorous plants, cultivated in accordance with sound horticultural practice. All plants shall be nursery grown unless collected from natural areas owned or leased for that purpose by the nursery. All plants shall have been grown under the same climatic conditions as those of the planting site. All herbaceous plants shall come from seeds or stock collected within a one-hundred mile radius of the project site. Only those nurseries within a 250-mile radius of the planting site will be accepted as plant sources. In some cases plant material may be obtained outside the 250-mile radius on a case-by-case basis.
- c. All plants shall be freshly dug; neither heeled-in nor plants from cold storage will be accepted. All plants shall have been transplanted or root pruned at least once in the past three years.
- d. All plants shall conform to the measurements specified in the plant list on the Contract Drawings. All plants shall be

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typical of their species and shall have a normal, healthy habit of growth and be of first quality, sound, vigorous, well-branched and densely foliated. Plants that meet the requirements specified in the plant list, but that do not possess a normal balance between height and spread will not be accepted. No damaged or diseased plants will be accepted.

4. Mulch

a. Mulch shall not be used.

5. <u>Compost</u>

a. Compost shall not be used.

6. <u>Topsoil Mix</u>

Topsoil shall not be used.

7. <u>Temporary Seed Mixtures</u>

- a. Soil stockpiles and cleared and graded areas shall receive Ryegrass (annual).
- b. Nurse/Cover seed shall be certified "Aroostook" winter rye (cereal rye).

8. Permanent Seed Mixture

a. Seed mixture shall be as specified in the Contract Drawings unless otherwise directed by the Engineer.

Staten Island Native Wildflower Mix

SCIENTIFIC NAME	COMMON NAME	PERCENTAGE (%)
Rudbeckia hirta	Black Eyed Susan	20
Panicum virgatum	Switchgrass	10
Elymus virginicus	Virginia Wild Rye	10
Sorghastrum nutans	Indiangrass	5
Rudbeckia tribolia	Thin Leaved Coneflower	5
Lupinus perennis	Wild Blue Lupin	4
Solidago rugosa	Rough Stem Goldenrod	4
Eupatorium fistulosum	Joe Pye Weed	4
Verbesina alternifolia	Wingstem	4

Mondard fistulosa	Wild Bergamont	4
Helenium autumnàle	Sneezeweed	4
Aster pilosus	Heath Aster	4
Aster novae-angliae	New England Aster	4
Aster laevis	Smooth Blue Aster	4
Verbena hastata	Blue Vervain	4
Ascelpias syriaca	Common Milkweed	2
Ascelpius tuberose	Butterfly Weed	2
Aquilegia canadensis	Eastern Columbine	2
Desmondium canadense	Showy Tick Trefoil	2
Helianthus decapetalus	Forest Sunflower	2

10. Erosion Control Mat (Blanket)

The erosion control fabric used in planted areas shown on the Contract Drawings shall conform to Detailed Specification 7.407 - A - EROSION CONTROL MAT - STRAW.

I. Execution

Installation/Application/Performance For Terrestrial and Wetland Buffer Zone Plants

1. Workmanship. The Contractor shall complete all work in the best manner, so that the work as a whole is of uniform quality and appearance. The Contractor shall conform to the requirements specified hereafter.

2. Preparation.

- a. Wetland areas to be planted shall be allowed to flush with incoming tidal waters for a minimum period of 4 days to allow fill to equilibriate.
- b. Areas described and shown on plans shall be rough graded with clean sand to (maximum) four (4) inches below the finished surface, fine graded with clean sand, prepared for planting and landscaped.
- c. Subgrade shall be kept free of masonry, concrete, metal waste materials, and debris.
- d. Remove stones over 1-1/2 inches in any dimension, as well as sticks, rubbish and other extraneous matter.

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- e. The planting beds and pits shall be worked up well, and shall be free of other vegetation and large clods of soil.
- f. Apply fertilizer at rate specified in Contract Drawings during planting and seeding operations.
- 3. <u>Delivery</u>: Plants shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. All bare root plants shall be adequately protected from drying out and immediately after inspection shall be heeled in moist soil. Until planted, all material shall be properly maintained and kept adequately moist, to the satisfaction of the Engineer.
- 4. <u>Inspection</u>: Inspection may be made before digging if the Engineer directs, but no plant material shall be planted by the Contractor until inspected by the Engineer at the site of the work. Plant material will be rejected if delivered with broken or damaged roots, or if damaged on site by rough handling. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost to the City. Final inspection shall be made upon completion of the Contract.

5. Installation.

- a. Planting Operations.
 - 1. Layout: All plants shall be laid out in random and naturalistic arrangements, as specified in the Contract Drawings unless otherwise directed by the Engineer or Restoration Specialist. All plant and planting area locations shall be staked prior to planting by the Engineer. Place no plantings within two (2) feet of pavements or structures, unless otherwise indicated.
 - 2. Rototill/cultivate soils to a depth equal to the depth of the root ball and two times the diameter of the root ball. Set the plants on the undisturbed solid ground in the center of the area.
 - 3. Obstructions Below Ground: Remove any rock,

rubble, masonry, concrete, metal, stones over one inch or other underground obstructions to the depth necessary to permit proper planting.

- 4. Disposal: Remove and dispose of all excess excavations and unsuitable materials. Dispose in accordance with all local laws and regulations at Contractor's cost.
- 5. Bare root material shall be adequately protected from drying out and immediately heeled in after inspection. The bundles of heeled-in plants shall be set upright on the ground, covered with mulch, and kept adequately moist until the time of installation. Until the time of planting, all plant material shall be stored in an approved location, securely fenced and maintained, to the satisfaction of the Engineer, at no additional cost to the City. All plants not planted immediately shall be watered as necessary to maintain optimal health until planting.
- 6. Setting Plants: Plant all plants to the same depth as their place of growth, unless otherwise directed. Center the plants in their planting pits. Set in the natural upright position at such a level that, after settlement, a normal or natural relationship of the crown of the plant with the ground surface shall be established. Be careful not to exert any pressure that will damage any portion of the plant.
- 7. Avoid compacting the sand. Do not leave plants exposed to sun or wind prior to planting. Take special care to avoid desiccation of fibrous-rooted plants.
- 8. The Contractor shall be liable for any damage to property caused by planting operations and the Contractor shall, without any additional cost, restore to original condition or replace all trees, plant beds, lawns, meadows and all construction disturbed or damaged in performing the work of this Contract.
- 6. Method of Work. Submit a list of proposed methods of execution of work under this section for review by the Engineer when proposed methods are different from, or supplementary to, those specified herein.

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J. <u>Temporary Seed Mixture</u>

- 1. Soil stockpiles shall be seeded with a temporary seed mixture if they will be in place for greater than 30 days. Cleared and graded areas shall also be seeded with a temporary seed mixture to temporarily stabilize them, if they will not be landscaped or planted (final) for more than 30 days.
- 2. Seed mixture Temporary seeding shall be Ryegrass (annual or perennial) at a rate of 30 lbs per acre of 0.7 lbs per 1,000 sq. ft. If area is seeded during months of October and November, certified "Aroostook" winter rye (cereal rye) shall be used at a rate or 100 lbs per acre of 2.5 lbs per 1,000 sq. ft.
- 3. Temporary seeding shall be made within 24 hours of construction/disturbance. If not, the soil must be scarified prior to seeding.
- 4. Method of seeding seed shall be evenly applied with broadcast seeder, drill or cultipack seeder.
- 5. If temporary seeding is made under favorable soil and site conditions during the optimum seeding dates (March 21 May 20 or August 25 October 15) mulch is not required. Any temporary seeding outside of those dates shall be mulched with salt hay mulch at a rate of 2 tons per acre (100-200 bales/acre).
- 6. Any area with fail to establish vegetative cover adequate to prevent rill erosion will be reseeded as soon as such areas are identified.

K. Permanent Seed Mixture

- Seed materials shall be inspected by the Engineer upon arrival at the
 job site and prior to planting. Any materials not in compliance with
 specifications shall not be accepted and shall be removed from the
 job site immediately.
- All seed materials shall be protected from drying out and from wind damage during delivery.
- 3. All areas shown to receive seed on Contract Drawings and all areas which are disturbed and not planted shall be seeded.
- 4. Seedbed Preparation Scarify all compacted areas and remove all

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debris and obstacles such as rocks and stumps.

- 5. Do not broadcast seed by mechanical application when the wind velocity is such as to prevent uniform seed distribution.
- 6. Apply seed at the rate(s) specified on the Contract Drawings.
- 7. Time of Seeding Permanent seeding shall be done within 15 days of final construction activities. Optimum seeding times are in the spring from March 15 May 15 and in fall from September 15 October 15. If construction is completed during mid-summer, seeding may be done if watering will be provided. After October 15 and up to March 15, mulch should be applied until the permanent seeding can be done during the recommended seeding dates.
- 8. Method of Seeding Seed shall be broadcast by hand or mechanically using a drop-hopper. The seed shall then be sown to depths of 0-0.25" using an ATV pulling a weighted drag of the same width as the ATV, with bolts inserted every 4-6" along its width in order to open up furrows in the soil of up to 0.25" in depth. The ATV should drag the seeded area a minimum of four (4) times.
- 9. Following the seeding operation, 10-10-10 fast release fertilizer shall be broadcast at a rate of 400 lbs/acre throughout the seeded area by hand or mechanically using a cyclone broadcaster. Seed shall be watered as recommended by the seed manufacturer to achieve specified growth coverage.
- 10. Mulching straw of oat or wheat stalks shall be applied at a rate of 2 tons per acre (100-200 bales/acre). Hay is not acceptable due to its high weed content.
- 11. Seeding shall be deemed acceptable when 85% coverage of the seeded area with the seeded species has been achieved. Any area not meeting this requirement shall be reseeded with the original seed mix.

L. Final Acceptance

Plants must be thriving. Planting beds must be free of invasive nonnative plant species. Paving/landscape interface must be a smooth, crafted transition free from defects such as gaps, sharp edges or sudden level changes.

M. Final Cleanup

At time of final inspection of work, and before final acceptance, clean any paved areas that are dirty or stained due to work of this Section by sweeping or washing, and remove any defacements or stains. Remove construction equipment, excess materials and tools. Remove from site any debris and dispose of off-site, in accordance with all local laws, and at the Contractor's expense. The Contractor shall also cut all perimeter grass and weeds before final acceptance.

N. Wetland Plantings:

1. <u>Installation</u>

The Contractor shall complete all work in the best manner, so that the work as a whole is of uniform quality and appearance. The Contractor shall conform to the requirements specified hereafter.

- a. At the elevations described and shown on the plans, the areas shall be fine graded, prepared for planting and landscaped.
- b. Subgrade shall be kept free of waste material and debris. Subgrade shall be compacted prior to topsoil application at the Engineer's direction.
- c. Remove stones over 1-1/2 inches in any dimension, as well as sticks, rubbish and other extraneous matter.
- d. The planting areas shall be worked up well, and shall be free of other vegetation and large clods of soil.
- e. Install erosion control mat where specified in the Contract Drawings.
- f. Apply fertilizer at rate specified in Contract Drawings during planting and seeding operations.

2. Erosion Control Blankets

a. Center a blanket in the bottom of the wetland area and anchor the erosion control blankets in a minimum 8" x 8" slot using five evenly spaced staples. Unroll blankets carefully in the direction of water flow, being careful to place blankets loosely and in full contact with the soil.

- b. Overlap blanket edges approximately 4" with downstream edges over upstream edges.
- c. Staple blankets using approximately 3 staples per square yard.
- d. Overlap blanket ends 6" in a minimum 8" x 8" check slot, upper blanket over lower blanket and staple using five evenly spaced staples.
- e. Cut excess blanket with scissors and anchor at the entrance to the weir/micro pool in a minimum 8" x 8" check slot with five evenly spaced staples.
- f. Blanket shall not float or bubble anywhere after wetland is inundated with water.

3. Planting Operations

- a. Layout: All plants shall be laid out in random and naturalistic arrangements, as specified in the Contract Drawings unless otherwise directed by the Engineer or Restoration Specialist. All plant and planting area locations shall be staked prior to planting by the Engineer. Place no plantings within two (2) feet of pavements or structures, unless otherwise indicated.
- b. When planting containerized wetland plants, care shall be taken so as not to set the plants in water where there is in excess of 3" 4" of water between the top of plant and the water surface. When planting dormant wetland plants, care shall be taken so as not to set the plants in water where there is in excess of 12" 14" of water between the top of plant and the water surface.
- c. When planting containerized or tube wetland plants, care shall be taken so to set the plants in the water regime noted on the Contract Drawings plant schedule.
- d. Rototill/cultivate soils to a depth equal to the depth of the root ball and two times the diameter of the root ball. Set the plant on the solid ground in the center of the area.
- e. Obstructions Below Ground: remove any rock, rubble, masonry, concrete, metal, stones over one inch in diameter

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or other underground obstructions to the depth necessary to permit proper planting.

f. Disposal: Remove and dispose of all excess excavations and unsuitable materials. Dispose in accordance with all local laws and regulations at Contractor's cost.

O. Measurement and Payment

The quantity to be measured for payment under this section shall be the total amount of trees, shrubs, herbaceous plants and seeded areas furnished, planted and maintained.

The contract price per unit for Landscaping Work shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.401-J. The price bid shall be a separate unit price per herbaceous plant specified within the Contract Drawings, and shall include the costs of all excavating and preparing planting pits and beds, adding soil amendments, furnishing plants, digging, inspecting, planting, pruning, staking, guying, anchoring, wrapping, mulching, fertilizing, furnishing seed, seeding, liming, discing, raking, tilling harrowing, mowing, material, and maintaining all plant material areas. The price bid shall also include the costs of all rough and fine grading, all specified soils necessary and required for the satisfactory completion of all landscaping work and all other work incidental thereto in accordance with the plans and specifications to the satisfaction of the Engineer.

PLANT MATERIAL SUMMARY FOR LANDSCAPING WORK

Item

Description

BMP-7401-J

Herbaceous Plants – Plugs

7.402

NO TEXT ON THIS PAGE.

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7.402

SOD

NO TEXT ON THIS PAGE.

7.403 <u>TOPSOIL FOR RESTORED AREA</u>

NO TEXT ON THIS PAGE.

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7.404–A RESTORATION SPECIALIST (CONSTRUCTION MONITOR)

A. <u>Description of Work</u>

The Contractor is advised that the portions of work within this Contract pertaining to the construction of the BMP's and all other work in the project area shall require the supervisory expertise of a Restoration Specialist. The Restoration Specialist shall supervise all restoration work performed by the Contractor and his/her Subcontractors for the duration of the project, in accordance with the plans, specifications and directions of the Engineer. The Restoration Specialist shall also be responsible for overseeing the implementation of the project's soil erosion control plan. In addition, the Restoration Specialist shall be cognizant of all conditions of the NYSDEC freshwater wetlands permit for the project, as they relate to work in the wetlands. Furthermore, the Restoration Specialist shall be responsible for overseeing all installation of plant material. The Restoration Specialist shall be responsible for preparing a restoration plan for any Bluebelt property disturbed by sanitary or storm sewer construction. The Restoration Specialist shall report to the NYCDDC, as represented on-site by a NYCDDC representative, its agents, or the Engineer. The qualifications of the Restoration Specialist shall be approved by the NYCDDC and on-site prior to the start of any work.

B. Qualifications

The Restoration Specialist utilize to perform the work required must have performed at least three (3) projects similar in scope and type to the required work in the previous five (5) years. The Restoration Specialist shall be a Registered Landscape Architect or have equivalent professional experience. Prior to the start of work, the Contractor shall be required to submit the names and resumes of at least three prospective candidates to the NYCDDC. The NYCDDC shall approve the qualifications of the prospective candidates or alternatively ask for more choices, if the NYCDDC deems the candidates to be not qualified.

C. Site Monitoring

The Restoration Specialist shall monitor the Contractor's in-place erosion and sediment control devices, including, but not limited to, construction (limiting) fences, siltation fences, staked straw bales, etc., and shall notify the Contractor when maintenance or repair of these devices is necessary. The Restoration Specialist shall monitor related/adjacent construction to insure that these activities do not adversely impact restoration activities or the success of the restoration work.

D. Restoration Supervision

The Restoration Specialist shall supervise all aspects of the BMP installation including Wildlife Control and removal, in-stream sediment removal work, plant and sod salvage, and perimeter restoration work. The Restoration Specialist shall oversee all landscaping activities including installation of plant material related to the BMP installation and streambank stabilization.

E. <u>Design and Design Review</u>

The Restoration Specialist shall prepare, design and review design work as needed during construction. This work shall include but not be limited to the following:

- a. research and prepare design revision/modification drawings,
- b. research and prepare revisions/modifications to detailed specifications,
- c. prepare supplemental field sketches,
- d. review and critique design modification drawings and supplemental drawings.

The Restoration Specialist shall undertake this work when directed by the NYCDDC as represented on-site by the NYCDDC representative, its agent, or the Engineer.

F. Photo Documentation

The Restoration Specialist shall keep a digital photograph log of the project. The photo log will follow the progress of the project, in a clear and understandable progression, and shall incorporate before, in progress and completed photographs of BMP's and natural area restorations within the project. Fixed photopoints shall be used at each site to ensure that before and after photographs are taken from the same location and angle. The photo log will be utilized by NYCDDC for required reports, etc.

The Restoration Specialist shall use a digital camera with a minimum resolution of 4.1 megapixels for use during all phases of the project for photo-documentation purposes. The Restoration Specialist shall assemble the completed photo log onto CD's and transmit the complete photo log to the Engineer.

G. Monitoring Reports

The Restoration Specialist shall prepare and submit a Monitoring Report to the NYCDDC representative, its agent, or the Engineer following the completion of all planting and associated restoration activities. The Restoration Specialist shall continue to submit an annual Monitoring Report until the guarantee period(s) for the plant material has expired. Six (6) copies of each report submittal shall be required.

The Restoration Specialist shall examine, monitor and report on the various components of the restoration and shall incorporate color photographs, color photocopies, graphs, etc., as appropriate. All information shall be reported in a concise format. The Monitoring Report shall:

- report on all construction activities related to BMP and streambank stabilization,
- report the conditions of the vegetation planted within this Contract,
- quantify survival and cover rates and compare to permit requirements,
- recommend replacement species,
- report observed impacts to existing vegetation,
- report success rates in controlling erosion and sedimentation,
- report voluntary recruitment,
- present recommendations,
- give general commentary for increasing the success of future Bluebelt restoration projects.

H. <u>BMP As-Built Plans and Information</u>

The Contractor shall be responsible for providing to the Restoration Specialist an as-built survey of all BMP areas as an electronic file. The Restoration Specialist shall verify the Contractor's information and include his/her landscape information and any other additional planting or natural features. See the BMP As-Built section under the Special Provision section, specification section 7.414 for details and requirements for the survey(s).

I. Measurement and Payment

The quantity to be measured for payment under this section shall be the total number of hours necessary for the supervision of all restoration work within this Contract, site monitoring, design and diagram review, photo documentation, preparation of monitoring reports and completion of the asbuilt plans in accordance with the plans, specifications and direction of the Engineer, performed prior to the date of Substantial Completion.

Payment to the Restoration Specialist for all required work, including work performed both during active construction and after the date of Substantial Completion through the end of the three year Maintenance and Guarantee Period, shall be made during the period of active construction up to and including the date of Substantial Completion. There will be no transfer of contract monies during the Maintenance and Guarantee Period.

As the post-construction site monitoring, monitoring report preparation, and other related work must be undertaken and prepared during the three-year Maintenance and Guarantee Period, payment for this work shall be made by the Contractor to the Restoration Specialist prior to the Maintenance Guarantee Period.

For supplying all labor, materials and equipment necessary for Restoration Specialist, the Contractor shall receive a unit price bid.

The contract price per unit for Restoration Specialist shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.404-A. The unit price bid shall include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the NYCDDC representative, its agent, or Engineer.

No separate or additional payment will be made for work performed in accordance with the requirements of this section during the Maintenance and Guarantee Period specified for the Bluebelt Landscaping work. In addition, said work shall be considered a part of the Maintenance and Guarantee and subject to the provisions thereof should the Contractor fail to complete this work as specified.

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7.404-B <u>EROSION AND SEDIMENT CONTROL LICENSED/CERTIFIED</u> <u>PROFESSIONAL</u>

A. <u>Description of Work</u>

The Contractor is advised to retain the services of an independent Licensed/Certified professional with practical experience in the principles and practices of erosion and sediment control and Stormwater Management to prepare and certify a site specific Stormwater Pollution Prevention Plan (SWPPP) in compliance with the New York State Department of Environmental Conservation (NYSDEC) Pollutants Discharge Elimination System (SPDES) General permit for Stormwater water runoff from construction activities GP-0-10-001, issued pursuant to Article 17, Titles 7, 8, and Article 70 of the Environmental Conservation Law (ECL). The Certified Professional shall be approved by NYCDDC and be present onsite prior to the start of any work.

Within thirty (30) days after the contract is registered, The Contractor shall submit a complete SWPPP and Notice Of Intent (NOI) to the New York City Department of Design and Construction (NYCDDC) Infrastructure – Engineering Support Unit for review and comments. The Contractor through his Licensed/Certified Professional shall make all necessary revisions required and resubmit the SWPPP and the NOI for acceptance and signature. Work shall not begin until a permit identification number is issued by the NYSDEC, and an initial inspection is conducted by the Licensed/Certified Professional certifying that the appropriate control measures specified in the SWPPP have been adequately implemented to the satisfaction of the Resident Engineer and the Project Manager of the Engineering Support Unit.

B. Qualifications

The Licensed/Certified Professional employed to perform the required work must have previous experience in work of this nature and in completing the necessary submittals required under this Contract. The Certified Professional shall be a Professional Engineer or a Landscape Architect licensed to practice in New York State, or a Soil and Water Conservation Society Certified Professional in Erosion and Sediment Control (CPESC). Prior to the start of work, the Contractor is required to submit the names and resumes of at least three (3) prospective candidates to the NYCDDC for approval. The NYCDDC shall make a selection or alternatively ask for more choices, if they deem the candidates to be unqualified.

C. <u>Site Monitoring, Inspection and Reports</u>

The Certified Professional shall monitor the Contractor's in-place erosion and sediment control devices, including, but not limited to, Turbidity Curtain, Reinforced Silt fence, Stabilized Construction Entrance, Storm Drain Inlet Protection Measure, Portable Sediment Tanks, and site dewatering measures, and shall notify the Contractor when maintenance or repair of these devices is necessary.

Following the start of construction activities, site inspections shall be conducted by the Certified Professional at least once a week and within 24 hours of rainfall events of 0.5 inches or greater. For construction sites where soils disturbance is greater than five (5) acres at one time, the Certified Professional shall conduct at least two (2) site inspections every seven (7) calendar days and within twenty-four (24) hours of the end of each rainfall event of 0.5 inches or greater. The two inspections shall be separated by a minimum of two (2) full calendar days. Subsequent to each inspection, the Certified Professional shall prepare an inspection report and submit the original to the Resident Engineer and one copy to the Infrastructure-Engineering Support Unit. At a minimum, the inspection report shall include, but not limited to, the following information:

- 1. Date and Time of inspection;
- 2. Name and Title of person performing the inspection;
- 3. A description of the weather and soil conditions (e.g dry, wet, saturated) at the time of the inspection;
- 4. A description of the condition runoff at all points of discharged from the construction site. This shall include identification of any discharges of sediment from the construction site;
- 5. A description of the condition of all natural surface waterbodies located within or immediately adjacent to the properties boundaries of the construction site which receive runoff from disturbed areas. This shall include identification of any discharges of sediment to the surface waterbody;
- 6. Record of any evidence of soil erosion on the site, potential for pollutants entering the drainage systems, problems at discharge points (such as turbidity in receiving water) and signs of soil and mud transport from the site to the public road at the limits of the project;
- 7. Identification of all erosion and sediment control practices that need repair or maintenance;
- 8. Identification of all erosion and sediment practices that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;

9. Description and sketch of areas that are disturbed at the time of the inspection and areas that have been stabilized (temporary and/or final) since the last inspection;

10. Corrective actions that must be taken to install, repair, replace or maintain erosion and sediment control practices; and to correct deficiencies identified with the construction of post-construction

stormwater management practices;

11. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The Qualified Inspector shall attach paper color copies of the digital photographs to the inspection report. He shall also take digital photographs with date stamp, that clearly show the conditions of the practice(s) after the corrective actions has been completed;

12. Within one business day of the completion of an inspection, the Qualified Inspector shall notify the Contractor and the Resident Engineer of any corrective actions that need to be taken. The Contractor shall begin implementing the corrective actions within

one business day of this notification; and

13. All the inspection reports shall be signed by the Licensed Professional.

The Contractor shall retain a signed copy of the General Permit GP-0-10-001, NOI, SWPPP, signed MS4 SWPPP Acceptance form, NOI Acknowledgment Letter and all original inspection reports required by this general permit at the construction site in a prominent place for public viewing from the date of initiation of construction activities to the date of final stabilization and the Notice of Termination (NOT) has been submitted to the NYSDEC. These documents must be made available to the permitting authority upon request. Prior to starting construction, the Contractor shall certify in the site logbook that the SWPPP was prepared in accordance with the requirements of the permit and it meets all federal, state and local erosion and sediment control requirements.

In addition, the Contractor and Subcontractors shall identify at least one person who is an employee of the company that will be responsible for a day to day implementation of the SWPPP. The name and telephone number of this person should be listed in the SWPPP. This person shall be known as the Trained Contractor and shall have received a DEC-endorsed four (4) hours of Erosion and Sediment Control training. After receiving the initial training, the Trained Contractor shall attend a four (4) hours training every three (3) years. The Contractor shall ensure that at least one Trained Contractor is on site on a daily basis when soil disturbance activities are being performed.

Performing implementation of a SWPPP on a permitted construction project without a Trained Contractor on site daily is a violation of Part III.A.6 of the SPDES General Permit. Stormwater controls must be maintained in good operating condition until all disturbed soils are permanently stabilized. Control devices in need of repair should be repaired promptly after identification.

Prior to filing of the Notice of Termination (NOT), or at the end of the permit term, the Contractor shall have the Licensed Professional perform a final site inspection. The Licensed Professional shall certify that the site has undergone final stabilization using either vegetative or structural stabilization methods and that all temporary erosion and sediment controls (such as silt fencing) not needed for long term erosion control have been removed. Subsequently, the Contractor shall submit a complete NOT to the Engineering Support Unit to terminate the permit coverage.

Additionally, the Licensed Professional must identify all permanent Stormwater management structures that have been constructed, and provide the owner(s) of such structures with a manual describing the operation and maintenance practices that will be necessary in order for the structures to function as designed after the site has been stabilized.

The Licensed Professional must also certify that the permanent structures have been constructed as described in the SWPPP.

D. <u>Contractor's Liability</u>.

The Contractor shall be liable for any discharge that either causes or contributes to a violation of water quality standards as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York. Should any storm water runoff from the site violate the water quality standards, the Contractor will be directed to take immediate steps, at his own expense, to rectify the situation and prevent any further sediment from entering the storm sewer system.

In the event that pollutants are discharged to the storm water system due to the Contractor's negligence, the Resident Engineer will direct the Contractor to cease any or all construction activities contributing to the release of these pollutants. The Contractor shall be held responsible, at his own cost, for any and all necessary actions to remedy the damage.

Furthermore, failure of the Contractor and Sub-contractor(s) to strictly adhere to any permit requirements shall constitute a permit violation that could result in substantial criminal, civil, and administrative penalties.

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It is the Contractor's responsibility to pay all the SPDES permit fees which shall consist of the yearly regulatory fee, the initial authorization fee per acre of land disturbed and per acre of future impervious area. The Contractor shall be liable for all penalties incurred due to his failure to pay these fees on time.

E. Measurement and Payment

The quantity to be measured for payment under this section shall be the total number of days necessary to prepare the required reports to secure the permits; conduct the inspection and supervision of all erosion and sediment control works within this Contract, site monitoring, photo documentation, and preparation of monitoring reports in accordance with the plans, specifications and direction of the resident engineer, performed prior to the date of substantial completion.

The Contractor shall receive a unit price bid for supplying all labor, materials and equipment required by the Certified Professional.

The contract price per unit for the Licensed/Certified Professional shall be as indicated on the Bid Schedule of Price for Item No. 7.404-B. The unit price bid shall include, but not be limited to, the cost of furnishing all the labor, materials, fees, permits and testing required to prepare the SWPPP, provide and construct all erosion and sediment control devices in accordance with the approved SWPPP; inspect and monitor the work; comply with NYSDEC permitting requirements and all necessary incidentals to complete the work all in accordance with the specifications and the directions of the Engineer.

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7.405 <u>VECTOR, PEST AND WILDLIFE CONTROL</u>

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7.406 WOOD CHIPS

NO TEXT ON THIS PAGE

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7.407-B EROSION CONTROL MAT – CURLED WOOD OR COCONUT FIBER

A. <u>Description of Work</u>

Under this item, the Contractor shall furnish and place erosion control mat (ECM) - curled wood or coconut fiber for slope protection within areas designated on the plans or where directed by the Engineer.

B. Material

- 1. The mat shall be 100% biodegradable and consist of machineproduced mat of curled wood excelsior or coconut fiber with a majority of the fibers 6 inches or longer with consistent thickness and the fibers evenly distributed over the entire area of the mat.
- 3. Curled wood or coconut fiber ECM shall be American Excelsior Curlex II with FibreNet, North American Green C125BN, or approved equal matting with a minimum bare soil shear stress value of 2.0 lb/ft².

C. Method

Erosion control mat shall be placed on topsoil perpendicular to slope contours where directed by the Engineer. Erosion control mat shall be laid without stretching so that it lies loosely on the soil and in contact with the soil at all points and shall be pressed firmly into the soil surface by rolling or tamping. If seeding is required, it shall be done prior to the installation of the erosion control mat.

The upper end of each roll of erosion control mat shall be turned and buried to a depth of six (6) inches, with the soil firmly tamped against it. Erosion control matting shall have a minimum lap of six (6) inches on all sides. Ends of rolls shall also have a minimum lap of six (6) inches with the upgrade section on top. All anchor and transverse trenches shall be a minimum of 12 inches deep.

Check slots shall be constructed at intervals of 50 feet, unless otherwise directed by placing a fold of erosion control mat six (6) inches vertically into the ground with replaced soil tamped firmly against it.

Erosion control mat shall be held tightly to the soil by staples driven firmly into the ground. All mat shall be stapled as per manufacturer's specifications with staples spaced not more than three (3) feet apart, along the sides and center of the erosion control mat and not more than one (1) foot apart at roll ends, check slots and at other critical areas as determined by the Engineer.

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D. Maintenance

The Contractor shall maintain the areas of erosion control mat installation until final acceptance of the contract. The Contractor will immediately repair or replace any section of curled wood or coconut fiber ECM which is not functioning properly or has been damaged in any way until a stable growth of grass has been established.

Maintenance shall consist of providing protection for erosion control mat and repair of areas damaged by equipment, erosion, fire, or other causes, as well as re-establishment of the grade and conditions of the area as specified.

E. <u>Measurement and Payment</u>

The quantity to be measured for payment under this Section shall be the number of square feet of surface area on which erosion control mat has been installed in accordance with the plans and specifications and directions of the Engineer.

The Contract price per square feet of Erosion Control Mat – Curled Wood or Coconut Fiber shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.407-B. The bid price shall include the costs for all labor, material, equipment and incidental in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

7.417 DEBRIS EXCLUSION FENCE

A. <u>Description of Work</u>

The Contractor shall furnish all materials, labor, and equipment necessary to install the debris exclusion fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The debris exclusion fence shall protect recently installed plant material from water borne debris and wrack. The contractor shall maintain the debris exclusion fence in good condition and make repairs, as necessary and as directed by the Engineer, during the landscaping and plant guarantee period and the monitoring period required for the NYSDEC and ACOE wetland permits (typically 5 years). At the end of the permit monitoring period, the contractor shall remove the debris exclusion fence form the site.

B. Materials and Methods

The debris exclusion fence shall be constructed with the following materials:

- A. Furnish saltwater wire netting as follows:
 - 1. 18 gage galvanized wire
 - 2. 1.5 inch mesh opening
 - 3. Galvanized after weaving
- B. Posts: Furnish posts of the minimum sizes and weights as follows, 8-foot long, 2-inch square oak posts. Space posts 5 feet on center maximum, unless otherwise shown.
- C. For connecting oak posts together Contractor shall use minimum 16 gage high tensile wire. The ties shall be rust resistant.
- D. Ties: For attaching netting to oak posts, use 16 inch high tensile polyethylene cable tie strips. For attaching netting to wire grid, use 1/8 inch high tensile polyethylene cable tie strips. All ties shall be ultraviolet light resistant.
- E. Line posts shall be spaced 5-feet on center maximum, unless otherwise shown.

The fence shall conform to the detail for Construction limit fence on the Contract drawings.

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

The debris exclusion fence shall be located where indicated on the Contract Drawings.

C. Maintenance

The debris exclusion fence shall be inspected periodically (at least once per week), or as directed by the Engineer through the plant guarantee period. Any required repairs shall be made immediately.

D. <u>Measurement and Payment</u>

The quantity to be measured for payment under this Section shall be the total number of linear feet of debris exclusion fence furnished, installed and maintained in accordance with the Plans and Specifications and the directions of the Engineer.

The unit price per linear foot shall include all labor, materials, equipment and work incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer. The cost of removal and disposal of the debris exclusion fence shall be deemed included in the unit price.

Payment will be made under:

Item No. Item Pay Unit

BMP-7.417 Debris Exclusion Fence

LF

7.500 <u>SOIL EROSION AND SEDIMENTATION CONTROL MEASURES</u>

Under soil erosion and sedimentation control work, the Contractor shall provide all labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. All Soil Erosion and Sedimentation Control work shall be done in conformance with and subject to the renewed State Pollutant Discharge Elimination System (SPDES) General Permits for Discharges Stormwater from Construction Activity, GP-0-08-001, the latest edition of the "New York Guidelines for Urban Erosion and Sediment Control" published by the Empire State Chapter of the Soil and Water Conservation Society, and the New York State Department of Transportation Standard Specification Part 107-12 -Soil, Erosion and Air Pollution Statement, including, but not limited to, the following methods of erosion and sedimentation control.

- 1. Slopes left exposed will, within 30 working days of completion of any phase of grading, be planted or otherwise provided with ground cover device, or structures sufficient to restrain erosion.
- 2. A ground cover sufficient to restrain erosion must be planted or otherwise provided within 15 working days on that portion of the tract (disturbed area) upon which further active construction is not being undertaken.

The Contractor shall submit for approval by the Engineer, NYCDDC and NYSDEC, a written Erosion and Sedimentation Control Plan, prepared by a Certified Professional in Erosion and Sediment Control (CPESC), who is a Professional Engineer (P.E.) or under the supervision of a P.E. The Erosion and Sediment Control Plan must be signed and sealed by that CPESC and/or the supervising P.E. The Plan shall comply with all conditions of the applicable freshwater wetland permit issued by NYSDEC.

The Erosion and Sedimentation Control Plan shall conform to the guidelines as set forth in the latest edition of the "New York Guidelines for Urban Erosion and Sediment Control" published by the Empire State Chapter of the Soil and Water Conservation Society and he/she shall implement the followings:

- No stockpiling of excavated material would be allowed in a manner or location that would permit erosion and its subsequent sedimentation in wetlands or other natural areas.
- No storage of soil shall be permitted within the Contract limits. Soil

is deemed to be for this requirement any sediment including material such as topsoil fill, sand, any excavated material, boulders, stones, cold patch, etc.

- Storm sewers will be installed in a sequence and manner that reduces the time during which the tops of excavated areas would be exposed and vulnerable to erosion.
- At the end of each day's work, the street where sewers are being installed will be cleaned and swept to reduce the amount of soil that could potentially impact downstream areas as sediment. The Contractor shall be required to have a street sweeper on the site.
- Use truck tracking pads at the construction access locations to remove sediment from the tires of the trucks and other construction equipment prior to driving on the adjacent streets.
- Utilize sediment basins, sediment traps and/or sediment filters in the erosion control plan to capture sediment form run-off and from water produced by dewatering operations.
- Use portable sediment tanks to remove sediment from water generated by dewatering operations. All water from dewatering shall be treated before discharge into any surface water bodies, unless the turbidity of the effluent is less than three times the ambient level of the receiving water body as measured by the turbidity meter in standard units (i.e. NTU's).
- The Contractor shall supply all portable equipment.
- Use construction limiting fence, and/or reinforced silt fence as shown on Contract Drawings, unless otherwise directed by the Engineer.
- Schedule work in wet areas, such as BMP sites, during relatively dry summer months.
- Employ water diversions to direct the stream away from the area being worked on, so as to create drier conditions for in-stream work.
- Use temporary pumping sump to control water level at site.
- Prior to the start of construction activities, such as sewer installation, inspect all erosion control measures and continually monitor them, especially after each storm event.

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• If Permittee uses dewatering methods which produce effluent discharges, Permittee shall monitor each discharge effluent and receiving water body. Discharges shall not cause substantial visible contrast to the natural condition in any receiving water body. A meter which records turbidity in standard units (i.e. NTUs) shall be utilized to establish ambient conditions in each water prior to discharge. If any monitored turbidity level exceeds three times the ambient level of the receiving water body, the Permittee shall insure (e.g., by reducing the flow rate or otherwise adjusting the dewatering system) that no substantial visible contrast to the natural condition in the receiving water body occurs. The action(s) taken, or the decision not to take any action, shall be recorded in the monitors log.

The Contractor shall not receive any payment for the preparation of the Erosion and Sedimentation Control Plan. Installation of the Erosion and Sedimentation features and maintenance of them will result in payment for their respective items as described in Section 7.501 through 7.510. The work shall take place at BMP sites only and is not payment for street work or the installation of sewers.

The work shall include items of work specified under the following sections:

Section Number	<u>Title</u>
7.502	Construction Limit Fence
7.504A	Silt Fence
7.509A	Stabilized Construction Entrance
7.510	Portable Sediment Tank
7.516	Turbidity Curtain

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

7.501 MAINTENANCE OF EROSION CONTROL MEASURES

7.502 <u>CONSTRUCTION LIMIT FENCE</u>

A. <u>Description of Work</u>

The Contractor shall furnish all materials, labor, and equipment necessary to install the construction limit fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. The construction limit fence is used to mark the limit of the construction activity and to protect the adjacent areas.

Upon furnishing and installing the above sedimentation and erosion control device but prior to commencing any other work on-site, the Contractor shall notify DEP's authorized representative and arrange for an on-site inspection.

The construction limit 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.

B. <u>Materials and Methods</u>

<u>Construction Limit Fence:</u> The construction limit fence shall be a welded wire fence with a minimum height of four (4) feet. The fence shall be constructed of wire fabric fastened 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 by means of ties and spaced not more than 12 inches apart on rails and not more than 14 inches apart on line posts.

The construction limit fence shall be located where indicated on the Contract Drawings. The fence shall be adjusted to avoid interference with trees and to maintain access to houses.

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 2 feet below finished grade. Post locations shall be adjusted to avoid tree roots as appropriate.

C. Maintenance

The construction limit fences shall be inspected periodically (at least once per week), or as directed by the Engineer. Any required repairs shall be made immediately.

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

D. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of linear feet of construction limit fence furnished, installed and maintained in accordance with the Plans and Specifications and the directions of the Engineer.

The contract price per linear foot for Construction Limit Fence shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.502. The unit price per linear foot shall include all labor, materials, equipment and work incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

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7.503A STAKED STRAW BALES

7.504-A SILT FENCE

A. <u>Description of Work</u>

The Contractor shall furnish all materials, labor, and equipment necessary to construct silt fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

Upon furnishing and installing the approved 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 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.

B. Materials and Methods

1. <u>Welded Wire Fence:</u> The welded wire fence shall be a welded wire fence with a minimum height of 20 inches. 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 by means of ties and spaced not more than 12 inches apart on rails and not more than 14 inches apart on line posts.

The construction (limiting) fence shall be located where indicated on the Contract Drawings. The fence shall be adjusted to avoid interference with trees and to maintain access to houses.

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 16 inches below finished grade. Post locations shall be adjusted to avoid tree roots as appropriate.

2. <u>Filter Fabric:</u> Filter fabric shall be securely attached to the vertical line posts and wire fabric, and shall be situated between the wire fabric.

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

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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 MUTUAL MISF 1776 as manufactured by Mutual Industries Inc., Fabric # GTF190 as manufactured by Linq Industrial Fabric, Fabric # 2130 as manufactured by Propex, or approved equal.

A trench shall be excavated approximately 6 inches wide and 6 inches deep along the line of posts and upslope 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 upslope area has been permanently stabilized.

C. Maintenance

The silt fences 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.

D. Measurement and Payment

The quantity to be measured for payment under this section shall be the total number of linear feet of Silt Fence, installed and maintained in accordance with the plans, specifications and directions of the Engineer. The construction (limiting) fence and filter fabric which together make up the silt fence shall be measured as <u>one</u> erosion and sediment control feature.

The bid price shall constitute full compensation for all labor, materials and equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

Payment will be made under:

Item No. Item

Pay Unit

BMP-7.504A Silt Fence

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7.505 <u>SAND BAGS</u>

<u>SE-798</u>

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

7.506 <u>SEDIMENT TRAP WITH FILTER</u>

7.507 <u>SEDIMENT FILTER</u>

7.508 <u>SEDIMENT BASIN</u>

7.509-A <u>STABILIZED CONSTRUCTION ENTRANCE</u>

A. <u>Description of Work</u>

The Contractor shall furnish all materials, labor, and equipment necessary to construct the stabilized construction entrance specified herein and within the limits as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

Upon furnishing and installing the stabilized construction entrance but prior to commencing any other work on-site, the Contractor shall notify the Engineer and arrange for an on-site inspection.

The entrance shall be maintained in good condition and repaired as necessary by the Contractor during the construction phases as directed by the Engineer.

B. <u>Materials and Methods</u>

- 1. The entrance areas shall be cleared and stripped of all vegetation, roots and other objectionable material prior to installation of the access way as specified.
- 2. Provide surface drainage and divert excess runoff to stabilized areas as required and as directed by the Engineer.
- 3. Aggregate size use 1/4" stone or reclaimed or recycled concrete equivalent.
- 4. Thickness not less than six (6) inches.
- 5. Width shall be twelve (24) foot minimum.
- 6. Filter cloth shall be placed over the entire area prior to placing of stone. Filter cloth shall be as specified below.

Filter cloth underliner shall be suitable for heavy duty construction traffic and have the following minimum properties:

Grab tensile strength	220 lbs.
Elongation at failure	220%
Mullen Burst Strength	430%
Puncture Strength	125 lbs.
Equivalent opening size	40-80 mm

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Filter cloth shall be Trevira Spunbound 1135, Mirafi 600x, or approved equal.

- 7. Surface water All surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
- 8. Maintenance the entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
- 9. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.
- 10. Periodic inspection and needed maintenance shall be provided after each rain.
- 11. After completion of the project, the stabilized construction entrance shall be removed and regraded to its original condition. Prior to grading and planting, the area shall be tilled to lessen the compaction of the soils.

C. Maintenance

- 1. Maintenance of the stabilized construction entrance will include periodic inspection of the surface condition. Top dress with new gravel as needed. Any areas producing sediment should be treated immediately.
- 2. After completion of the project, the stabilized construction entrance shall be removed and the areas regraded to their original elevations. Prior to seeding and planting, the areas shall be tilled to lessen the compaction of the soils.
- 3. For those stabilized construction entrances that are in the beds of accessways, the traprock can stay in place for use in accessways. (See specification for accessways.)

D. Measurement and Payment

The contract price per Stabilized Construction Entrance shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.509-A. The bid price shall constitute full compensation for all labor, materials and equipment necessary to construct the stabilized construction entrance in

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accordance with the plans and specifications and the direction of the Engineer. Separate payment will be made for all trees removed during the construction of the stabilized construction entrance. Payment for tree removal shall be in accordance with the Detailed Specifications for Tree Removal and Disposal.

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7.510 PORTABLE SEDIMENT TANK

A. <u>Description of Work</u>

The Contractor shall furnish all materials, labor and equipment necessary to install the portable sediment tank specified herein and as shown on the Contract Drawings. A sediment tank is a compartmented tank container through which sediment laden water is pumped to trap and retain the sediment.

The purpose of the portable sediment tank is to trap and retain sediment prior to discharging the water to wetlands, adjoining properties and rights-of-way below the sediment tank site. The sediment tank shall be located for ease of cleanout and disposal of the trapped sediment and to minimize the interference with construction activities and pedestrian traffic. The temporary relocation of the tank(s) during clean-out shall be included in the cost of this item. Relocating the tank(s) from one work area to another before, during and after construction shall be included in the cost of this item.

B. <u>Design Criteria</u>

The following formula should be used in determining the storage volume of the sediment tank: pump discharge (gpm) \times 16 = cubic foot storage.

Certified pump curves are to be provided to ensure that the pump provided can meet the hydraulic requirements.

C. <u>Tank Specifications</u>

The Contractor shall use an above ground horizontal single-wall UL-142 manufactured by Highland Tank or weir box manufactured by Rain for Rent or equivalent as approved by the engineer to provide that the volume requirements necessary.

D. Maintenance

The Contractor shall be responsible to clean out the sediment tank when silt reaches a depth of 6 inches. All sediment collected in the tank shall be disposed of off-site as approved by the inspector.

E. Measurement and Payment

The quantity to be paid for under this item shall be the number of portable sediment tanks placed in accordance with the plans and specifications to the

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

satisfaction of the Engineer, measured in number of above items at the site of the work.

The Contract price per unit for portable sediment tanks shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.510. The bid price shall be a unit price per portable sediment tank and shall include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

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<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

7.511 STORM DRAIN - INLET PROTECTION MEASURES

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

7.512 <u>DIRTBAG</u>

7.513 <u>SURFACE WATER COLLECTOR</u>

7.514 <u>TEMPORARY WATER BARRIER</u>

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

7.515 JERSEY BARRIER

<u>DIVISION VII - DETAILED SPECIFICATIONS - CONTRACT SE-798</u>

7.516 TURBIDITY CURTAIN

A. <u>Description of Work</u>

- 1. The Contractor shall furnish, deliver and install a turbidity curtain in the water body adjacent to the work area to trap sediment and prevent migration of silt from the work site into the water body. The turbidity curtain is an impenetrable barrier supported at the top through a flotation system and weighted at the bottom to achieve closure.
- 2. The turbidity curtain shall be used when construction activity occurs along the water body shoreline. The turbidity curtain shall be in place prior to any work starting in the work area before any land disturbance activities are initiated. The turbidity curtain shall be removed within a week of completing the work.
- 3. The Turbidity Curtain shall be located beyond the lateral limits of the work area and firmly anchored in place. The alignment shall be set as close to the work area as possible but not so close as to be disturbed by construction equipment. The height of the curtain shall be 20% greater than the depth of the water at Mean High/High Water, to account for water level fluctuations and tidal range.

B. Materials

- 1. Turbidity Curtain shall be per NYSDOT Sheet 209-06.
- 2. Turbidity Curtain shall be made from monofilament woven polypropylene with the following properties, or approved equal:

Composition:

5.8 oz/sq. yd. (ASTM D-4632)

Grab Strength

120 lbs (ASTM D-4533)

Trap Tear Strength Burst Strength 600 psi (ASTM 3786) 150 psi (ASTM D-3787)

Elongation Elongation

70%, 500 hrs (ASTM D-4632)

UV Resistance

40 (ASTM D-4335)

- 3. Turbidity Curtain floats shall be 6 inch diameter expanded polystyrene logs providing a minimum of 9 lbs/ft buoyancy.
- 4. Curtain shall have 5/16 inch galvanized steel tension cable and 5/16 inch galvanized ballast chain, or approved equal.
- 5. Seams shall be double sewn with grommets.

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6. Barrier connection shall be using marine grade quick connects.

C. Method

- 1. The area of proposed installation of the curtain shall be inspected for obstacles and impediments that could damage the curtain or impair its effectiveness to retain sediment.
- 2. All materials shall be removed so they cannot enter the water body.
- 3. Shallow installations can be made by securing the curtain by staking rather than using a flotation system. Supplemental anchors of the turbidity curtain toe shall be used, as needed, depending on water surface disturbances such as boats and wave action by winds.

D. Maintenance

- 1. The turbidity curtain shall be inspected daily and repaired or replaced immediately.
- 2. When necessary, or as directed by the Engineer, sediment removal shall be done by hand prior to removal of the barrier.
- 3. All removed silt shall be stabilized away from the water body.
- 4. The barrier shall be removed by carefully pulling it toward the construction site to minimize the release of attached sediment. Any floating construction or natural debris shall be immediately removed to prevent damage to the curtain.
- 5. If the curtain is oriented in a manner that faces the prevailing winds, frequent checks of the anchorage shall be made.

E. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of linear feet, provided and placed, and removed upon the completion of work, as indicated on the Contract Drawings and as directed by the Engineer.

The contract price per linear foot of turbidity curtain shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.516. The bid price shall constitute full compensation for all labor, materials, equipment and

work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

End of Addersoum No. 6

This addendum consists of one hundred ten (110) Pages.

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

ADDENDA CONTROL SHEET

BID OPENING DATE: MARCH 3, 2015
PROJECT NO.: SE798 (HWRC054)
TITLE: CONSTRUCTION OF STORM AND SANITARY SEWERS AND
APPURTENANCES IN ROBINSON AVENUE, ETC

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Highway Specs.		02/24/2014
#2: Sewer and Water Main Specifications		11/26/2014
#3: Gas Cost Sharing (EP-7) Std. Specifications		12/01/2014
#4: Hazmat Specifications		12/01/2014
#5: To CET Specifications	. • .	11/05/2014
#6: Best Management Practice (BMP) Specifications		12/02/2014
#7: Additional Amendments		02/18/2015

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND

ADDENDUM N	0.7
DATED: February	18, 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.

Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page 13, Schedule B - MWBE; Add the attached Page 14, SCHEDULE B - PART II: MWBE Participation Plan.

By signing in the space provided below, the bidder acknowledges receipt of the one (1) page of this Addendum plus one (1) page of attachment.

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

	G. Samo
	GURDIP SAINI, P.E. Assistant Commissioner/Design
Name of Bidder	
Ву:	

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

ADDENDA CONTROL SHEET

BID OPENING DATE: MARCH 18, 2015
PROJECT NO.: SE798 (HWRC054)
TITLE: CONSTRUCTION OF STORM AND SANITARY SEWERS AND
APPURTENANCES IN ROBINSON AVENUE, ETC

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Highway Specs.		02/24/2014
#2: Sewer and Water Main Specifications		11/26/2014
#3: Gas Cost Sharing (EP-7) Std. Specifications		12/01/2014
#4: Hazmat Specifications		12/01/2014
#5: To CET Specifications		11/05/2014
#6: Best Management Practice (BMP) Specifications		12/02/2014
#7: Additional Amendments		02/18/2015
#8: Additional Amendments		02/27/2015
		<u> </u>

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND

ADD	ENDUM	NO.	8
DATED:	Februar	y 27,	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, Page A-1, Attachment 1 Bid Information;

 Change the dates shown for Submission of Bids To: and for Bid Opening: from "March 3, 2015" to read "March 18, 2015."
- (2) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page 13, Schedule B MWBE; Change the dates shown for Bid/Proposal Response Date: from "March 3, 2015" to read "March 18, 2015."

By signing in the space provided below, the bidder acknowledges receipt of the one (1) page of this Addendum.

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

GURDIP SAINI, P.E.
Assistant Commissioner/Design

		*	
	Name of Bi	dder	
By:			

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

ADDENDA CONTROL SHEET

BID OF	PENING DATE: MARCH 18, 2015
PROJE	CT NO.: <u>SE798 (HWRC054)</u>
ΓΙΤLE:	CONSTRUCTION OF STORM AND SANITARY SEWERS AND
	APPURTENANCES IN ROBINSON AVENUE, ETC

		5747
ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Highway Specs.		02/24/2014
#2: Sewer and Water Main Specifications		11/26/2014
#3: Gas Cost Sharing (EP-7) Std. Specifications		12/01/2014
#4: Hazmat Specifications		12/01/2014
#5: To CET Specifications		11/05/2014
#6: Best Management Practice (BMP) Specifications		12/02/2014
#7: Additional Amendments		02/18/2015
#8: Additional Amendments		02/27/2015
#9: Additional Amendments	1	03/03/2015

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND

 Al	DDE	NDUM	N). 9		
DAT	ED:	March	3,	201	5	

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, BID SCHEDULE, page B-44, Sequence No. 241, Item No. T-3.1, Column 3, ENGINEER'S ESTIMATE OF QUANTITY; Change the quantity of "100.00" to read "10.00".
- (2) Refer to the Bid and Contract Documents, BID SCHEDULE, page B-48, Sequence No. 264, Item No. T-6.10, Column 3, ENGINEER'S ESTIMATE OF QUANTITY;

 Change the quantity of "8.00" to read "800.00".
- (3) Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum 2, NOTICE TO BIDDERS, page A2-3;
 Add the following note:
 - "(14) Payment for Riprap, Slope Pavement, and Grouted Stone Pavements within the outfalls limits is included in the bid price items for outfall No.1 and outfall No. 2. No separate or additional payment will be made for such items."
- (4) Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum 2, page A2-12, Specific Pavement Restoration Provisions, sub-section (C);

ADDENDUM NO.9 PROJECT ID: SE798

Change the street name "Gibbs Avenue" to read "Driggs Street".

(5) Refer to the Contract Drawings, sheet 23 of 77, PROFILE, Intersection of Highland Lane and Point Street;

Change the diameter of the standard precast manhole from 7'0" to 6'0".

- (6) Refer to the Contract Drawings, sheet 33 of 77; Delete this sheet in its entirety; Substitute attached revised sheet 33R of 77.
- (7) Refer to the Contract Drawings, sheet 45 of 77, Flap Gate for Outfall No.2; Change the text "FLAP GATE (For New Double Barrel 8'0" W x 3'6" H Storm Sewer)" to read "FLAP GATE (For New Double Barrel 8'0" W x 3'0" H Storm Sewer)".
- (8) Refer to the Contract Drawings, sheet 70 of 77, Note 4; Delete note 4 in its entirety;

Questions Submitted by Bidders and DDC's Response:

Question No. 1: Typically sewer outfalls are poured in place. The typical box sewer details show a precast alternate for the 8'H x 4'6"W box sewer. Can this precast be used in the outfall payment limits?

Answer No. 1: The alternate Precast Box Section can be applied only outside the limit of the Outfall payment.

Question No. 2: On sheet 53/77, typical box sewer precast sections, the precast alternate shows an additional 5" thick pile cap to support the precast. Is the 15" of concrete paid under the additional concrete item, or is it included in the box sewer item?

Answer No. 2: The cost for the additional 15" thick concrete for the precast box section shall be deemed included under item No. 73.21AC - ADDITIONAL CONCRETE.

Question No. 3: The contract details show access manholes with pay limits of 8' and 9' in length. Based on prior contracts the pay limits for access manholes were 6' in length. Please confirm this is correct.

Answer No. 3: Pay limits for of Access Manholes are as shown on the Contract Drawings

Question No. 4: On sheet 20/77 and sheet 23/77, in the intersection of Highland Lane and Point Street, there is a discrepancy. On one sheet, the manhole shows 6' diameter, but on other sheet it shows 7' diameter. Please clarify as to which is the correct size.

Answer No. 4: See item No. (5).

Question No. 5: On sheet 20/77, there is an "M" next to the basins that need to be modified. The basins are also depicted with the legend symbol to replace existing basins with new basins. Please clarify as to whether we need to modify the existing basins or replace the existing basins with new basins.

Answer No. 5: All catch basins with an "M" as shown in the contract drawings and/or the legend will be modified as per the NYC-DEP Sewer Design Standards.

Question No. 6: Is the unpaved section of Tennyson Drive restored with new roadway or restored to current condition?

Answer No. 6: Tennyson Drive will be restored accordingly with the contract document (see Addendum No.2 – Specific Pavement Restoration), and the contract drawings (sheet 59 of 77, Typical Roadway Cross-Section for 6" Macadam Pavement).

Question No. 7: Addendum No.2, Page A2-12. Section (C) includes restoration for Gibbs Avenue. Where is Gibbs Avenue?

Answer No. 7: See item No. (4).

Question No. 8: Are there any fees to discharge ground water from a dewatering system into an existing or new City storm or sanitary sewer?

Answer No. 8: Please refer to Bid and Contract Document Volume 3 of 3, Addendum 2, page A2-9, Subsection 40.14.6 – PAYMENTS.

Question No. 9: Please clarify the payment limits for Item 6.02 AAN in areas where a sewer/water main is installed prior to a full roadway reconstruction. Specifically, what is the depth measured within the limits of a sewer/water main trench excavated prior to the roadway restoration? Is it equal to the existing payement thickness or from the existing roadway surface to the proposed subgrade for sub-base material installation?

Answer No. 9: Please refer to the Standard Sewer and Water Main Specifications, dated July 1, 2014, Section 71.21 – PAVEMENT EXCAVATION.

Question No. 10: Are load tests required for timber piles?

Answer No. 10: Please refer to the Standard Sewer and Water Main Specifications, dated July 1, 2014, Section 70.11 – PILES.

Question No. 11: The match line for Sheet 32 and Sheet 33 does not match.

Answer No. 11: See attached revised contract drawing 33R of 77.

Question No. 12: Sheet 32 plans indicate 10" sanitary sewer to be ESVP at the intersection of Goodall & Tennyson. The same sewer on Sheet 35 indicates this sewer is DIP. Please clarify.

Answer No. 12: The proposed 10" sanitary sewer in Tennyson Drive at Goodall Street intersection is 10" DIP as shown on sheet 35.

Question No. 13: On Sheet 43 the note in the box refers to rehabilitation work for the existing outfall. What is the extent of the rehabilitation work required?

Answer No. 13: The extent of the rehabilitation work is the entire length of the existing outfall (from the chamber to the headwall).

Question No. 14: Where is the work for Item 6.06 AB located?

Answer No. 14: Refer to NYC-DOT Standard Highway Specifications Volume II and NYC-DOT Standard Details of Construction.

Question No. 15: Note #14 on Sheet 75 indicates that the contractor shall TV inspect all existing sanitary sewers before and after the installation of the storm sewer, and that no additional payment for this work will be made. Is this note correct? There is an item for TV inspection.

Answer No. 15: Note 14 on sheet 75 requiring TV inspection of the existing sanitary sewer is confirmed. The TV inspection item is for the proposed sewer only.

Question No. 16: On Sheet 1 of 6, Erosion and Sediment Control, (Cl/4), Note 7 under "Erosion and Sediment Control Notes" states that the contractor shall disassemble the playground. Sheet 11 of the drawings indicates the Parks Department will remove the playground. Please clarify.

Answer No. 16: As stated in the contract documents the Parks Department is responsible to remove its "Playground"; however if the Park Department fails to remove the playground, the contractor shall proceed to remove the playground according to note 7, sheet 1 of 6 under Erosion and Sediment Control.

Question No. 17: Please indicate where Item 4.02 CA is paid and where Item 4.02 CB is paid.

Answer No. 17: Please refer to the Standard Sewer and Water Main Specifications, dated July 1, 2014, Section 71.41 – FINAL RESTORATION OF PAVEMENTS.

Question No. 18: Note #4, Sheet 70 indicates no payment will be made for temporary asphalt installed over sewers and water mains. This note contradicts the specifications. Please clarify.

Answer No. 18: See item No. (8).

Question No. 19: The quantity for Item 70.12AT is relatively high compared to similar projects. Please confirm the quantity for this item.

Answer No. 19: Please refer to the Standard Sewer and Water Main Specifications, dated July 1, 2014, Section 70.12 - CONTINUOUS FLIGHT AUGER (CFA) PILES.

Question No. 20: Are any of the existing sewers to be removed on piles?

Answer No. 20: The record did not show any existing sewers on piles; however if any such case is encountered the contractor shall refer to the Standard Sewer and Water Main Specification, dated July 1, 2014 on how to handle the required work, and/or as directed by the Engineer.

Question No. 21: Page 43, Section B-B, the vertical rebar are labeled both #6 bar and #7 bar. Please clarify.

Answer No. 21: Please provide vertical rebar #7 at 12" for the outside face wall and #6 at 12" for the inside face wall. Also see cross-section CC on sheet 53 of 77.

Question No. 22: NYC DEP Spec. Section 51.61.5 indicates payment for riprap, slope pavement, and grouted stone pavements within outfall limits to be made under the respective hid items. These items were not included in the bid item schedule. Please clarify.

Answer No. 22: See item No. (3).

ADDENDUM NO.9 PROJECT ID: SE798

Question No. 23: The electrical subcontractors quoting this project claim there is a street lighting drawing but no street lighting items and that there are traffic signal items but no traffic signal drawings. There are also 2 fire alarm items but the work is not clearly indicated on sheet 75. Can you please clarify?

Answer No. 23: With regard to street lighting drawing and items; the drawing is for reference only in relation with Con Edison's work. Con Edison will be responsible for the realignment of the pole. The Traffic Signal drawing and Timing Plans are attached at the end of this addendum. The contractor shall refer to the note on sheet 36 with regard to fire alarms.

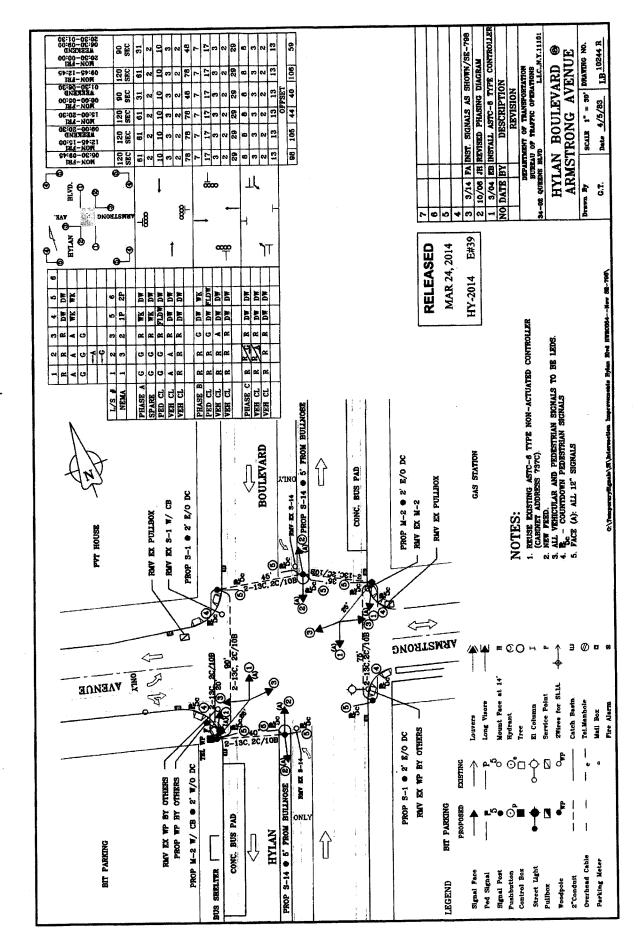
By signing in the space provided below, the bidder acknowledges receipt of the five (5) pages of this Addendum plus three (3) pages of attachment and one (1) sheet of contract drawing.

> THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

Name of Bidder

By:_

GURDIP SAINI, P.E. Assistant Commissioner/Design



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

ADDENDA CONTROL SHEET

BID OPENING DATE: MARCH 18, 2015
PROJECT NO.: SE798 (HWRC054)
TITLE: CONSTRUCTION OF STORM AND SANITARY SEWERS AND
APPURTENANCES IN ROBINSON AVENUE, ETC

ADDENDA ISSUED	No. OF DRAWINGS	DATE
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#9: Additional Amendments	1	03/03/2015
#10: Additional Amendments		03/16/2015



Department of Transportation

POLLY TROTTENBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

AMENDMENT #1

04.16.14

OCMC FILE NO: CONTRACT NO: **REC-13-499**

PROJECT:

SE798

LOCATION(S):

CONSTRUCTION OF STORM. SANITARY SEWERS AND WATER MAINS IN ROBINSON AVENUE, ETC.;

SEVERAL LOCATIONS STATEN ISLAND

Permission is hereby granted to the New York City Department of Design and Construction and its duly authorized agent, to enter upon and restrict the flow of traffic at the above location and its local adjacent streets for the purpose of carrying out the above noted project, subject to the stipulations, as noted below:

SPECIAL STIPULATIONS

- 1. BIKE LANES IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' x 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 2. <u>BIKE SHARE STATIONS</u>: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- BUS STOPS THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- STREET LIGHTS / TRAFFIC SIGNALS: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- METERS THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 - 894 - 8651.
- TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- ACCESS TO ABUTTING PROPERTIES THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES,
- 8. NOTIFICATION THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- **CONSTRUCTION INFORMATIONAL SIGNS** THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGNS (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS MAY 8E **FOUND** ON THE NYCDOT WEBSITE HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF
- 10. ENHANCED MITIGATIONS
 - o ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
 - O COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

SEWERS WORKS

WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END GOODALL STREET BETWEEN HYLAN BOULEYARD AND DEAD END GLOVER STREET BETWEEN HYLAN BOULEVARD AND DEAD END HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LA HIGHLAND LA BETWEEN HEINZ AVENUE AND POINT STREET POINT STREET BETWEEN HIGHLAND LA AND TENNYSON DRIVE WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LA

NYC Department of Transportation Bureau of Permit Management and Construction Control 30-30 Thomson Avenue - 2nd Floor South

Long Island City, NY 11101 T: 212.839.9621 F: 718.391.3631 1 of 5 (Revised)

OCMC FILE NO:

REC-13-499

CONTRACT NO:

SE79

PROJECT: CONSTRUCTION OF STORM, SANITARY SEWERS AND WATER MAINS IN ROBINS AVENUE, ETC.

04.16.2014

Page 2 of 3

ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNISON DRIVE TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE TENNYSON DRIVE BETWEEN SEACREST AVENUE AND GROTON STREET ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND U.S.BULKHEAD LINE GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD RUSSEL STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE

Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday through Friday.

The contractor shall maintain 1-12' lane for local and emergency traffic at all times.

in areas where the roadway is not wide enough for an emergency lane, the contractor is permitted to close the roadway; however, the work area shall not exceed 100 linear feet at any given time, so that the N.Y. Fire Department/EMS and the N.Y. Police Department can have emergency access to the residents within the work zone. The work zone shall be the excavated trench including the equipment and stored materials necessary to perform the work.

The contractor shall notify daily, in writing the N.Y. Fire Department/EMS, the N.Y. Police Department and the local Community Board, EMS as to the locations of the work zones and the layout plan for emergency access from either side of the work area. This nofification shall be done using street and houses addresses and defining the nearest cross streets. Representatives of the local N.Y. Fire Department, the N.Y. Police Department EMS and the local Community Board shall acknowledge such notifications in writing.

The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all times.

HYLAN BOULEVARD BETWEEN OSBORN AVENUE AND ARMSTRONG AVENUE HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND ROBINSON AVENUE

- Work hours shall be as follows: west bound 9:00 PM to 7:00 AM, east bound 9:00 PM to 5:00 AM, Monday through Friday.
- The contractor shall maintain 2-11' foot lanes, one 11' foot lane on each side of the existing center mail during working hours.

Full width of roadway shall be opened to traffic when site is unattended.

- The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all times.
- The curb lane may remain closed at all times during the installation of new bus pads and curing of concrete.
- A maximum of seven (7) days shall be granted for work at each bus pad location.

WATER MAINS WORKS

WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END GLOVER STREET BETWEEN HYLAN BOULEVARD AND DEAD END HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND FILIPE LA ROBINSON AVENUE BETWEEN HYLAN BOULEYARD AND TENNISON DRIVE TENNYSON DRIVE BETWEEN WINCHESTER AVENUE AND THORNYCROFT AVENUE ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE OSBORN AVENUE BETWEEN DRIGGS STREET AND HYLAN BOULEVARD RUSSEL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE

- Work hours shall be as follows: 7:00 AM to 6:00 PM, Monday through Friday.
- The contractor shall maintain 1-11 foot lane on one-way streets and 2-11 foot lanes on two-way streets during working hours.
- Full width of roadway shall be opened to traffic when site is unattended.

OCMC FILE NO:

REC-13-499

CONTRACT NO: PROJECT:

SE79

04.16.2014 CONSTRUCTION OF STORM, SANITARY SEWERS AND WATER MAINS IN ROBINS AVENUE, ETC.

Page 3 of 3

The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all time.

HYLAN BOULEVARD BETWEEN ROBINSON AVENUE AND WIMAN AVENUE

Work hours shall be as follows: 9:00 PM to 5:00 AM, Monday through Friday.

The contractor shall maintain 3-11' foot lanes, one 11' foot lane on east bound side of center mall and 2-11 foot lanes on west bound side of center mall.

Full width of roadway shall be opened to traffic when site is unattended.

The contractor shall provide and maintain either a 5 foot clear sidewalk or a 5 foot protected walkway in the roadway for the pedestrian access at all times.

GENERAL NOTES

- 1. THIS IS NOT A PERMIT. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- 2. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAYED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
- FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS. TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
- THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS:

· 10. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

JOSEPH P. NOTE EXECUTIVE DIRECTO

OCMC-SAFEETS

IRMA TIAGUNSI PROJECT MANAGER

OCMC-STREETS

3 of 5 (Revised)



Department of Transportation

JANETTE SADIK-KHAN, Commissioner

OCMC TRAFFIC STIPULATIONS - AMENDMENT #1

August 10, 2012

- OCMC FILE NO:

REC-06-587

CONTRACT NO.: HWRC-054

PROJECT:

HYLAN BOULEVARD INTERSECTION IMPROVEMENTS

LOCATION(S):

VARIOUS INTERSECTIONS ALONG HYLAN BOULEVARD

STIPULATIONS ORIGINALLY ISSUED IN 2007 GRANTING PERMISSION TO THE NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, IS HEREBY AMENDED AS FOLLOWS:

THIS AMENDMENT SHALL BE IN EFFECT FROM AUGUST 10, 2012 THROUGH SEPTEMBER 4, 2012

MAINTENANCE AND PROTECTION OF TRAFFIC

FOR ALL BUS PAD INSTALLATION LOCATIONS IN THIS CONTRACT

Working hours shall be as follows:

North/Eastbound: 9:00AM to 4:00PM, Monday to Friday

9:00PM to 5:00AM (next day), Monday to Friday

South/Westbound: 7:00AM to 4:00PM, Monday to Friday

9:00PM to 7:00AM (next day), Monday to Friday

- The curb lane may remain closed at all times during the installation of new bus pads and curing of
- A maximum of seven (7) days shall be granted for work at each bus pad location.

GENERAL NOTES

- 1. THIS IS NOT A PERMIT. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- 2. ALL OTHER STRULATIONS UNDER ORIGINAL NYCOOT STIPULATIONS SHEET REC-06-587 WHICH HAVE NOT SEEN CHANGED BY THIS AMENDMENT REMAIN IN EFFECT.
- THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT. THE PERMITTEE WILL BE REQUIRED TO MEET ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS OFFICE.
- ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- 5. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAYED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- 7. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

NYC Department of Transportation

Bureau of Permit Management and Construction Control

55 Water Street - 7th Floor, New York, NY 10041

T: 212.839.9621 F: 212.839.8970

www.nyc.gov/dot

4 of 5 (Revised)

AMENDMENT #1

OCMC FILE NO:

REC-06-587

CONTRACT NO .:

HWRC-054

PROJECT:

HYLAN BOULEVARD INTERSECTION IMPROVEMENTS

August 10, 2012

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B. GENERAL NOTES (CONTINUED)

- FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE
 CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT
 PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET
 CLOSURE LAW.
- 10. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND PLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE [3] INCHES HIGH.

12. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

EXECUTIVE DIRECT
OCMC STREET

IRMA TIAGUNSKY PROJECT MANAGER OCMC-STREETS



INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: SE798 (HWRC054)

FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES IN: ARMSTRONG AVENUE BETWEEN HYLAN BOULEVARD AND US BULKHEAD LINE; HYLAN BOULEVARD BETWEEN WIMAN AVENUE AND GROTON STREET; TENNYSON DRIVE BETWEEN WIMAN AVENUE AND ARMSTRONG AVENUE; TENNYSON DRIVE BETWEEN GROTON STREET AND SEACREST AVENUE; ROBINSON AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; GROTON STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; LITTLEFIELD AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; THORNYCROFT AVENUE BETWEEN HYLAN BOULEVARD AND TENNNYSON DRIVE; WINCHESTER AVENUE BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; HIGHLAND LANE BETWEEN HEINZ AVENUE AND POINT STREET; WALNUT AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; HEINZ AVENUE BETWEEN HYLAN BOULEVARD AND HIGHLAND LANE; POINT STREET BETWEEN HIGHLAND LANE AND TENNYSON DRIVE; OSBORN AVENUE BETWEEN DAVID STREET AND HYLAN BOULEVARD; RUSSELL STREET BETWEEN WILLIAM AVENUE AND LILLIAN PLACE; KING STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DRIGGS STREET BETWEEN WILLIAM AVENUE AND OSBORN AVENUE; DAVID STREET BETWEEN WILLIAM AVENUE AND WIMAN AVENUE; GOODALL STREET BETWEEN HYLAN BOULEVARD AND DEAD END; GLOVER STREET BETWEEN HYLAN BOULEVARD AND TENNYSON DRIVE; AND WIMAN AVENUE BETWEEN HYLAN BOULEVARD AND DEAD END

INCLUDING WATER MAIN, STREET LIGHTING, CONCRETE MEDIAN, NEW CURBS, SIDEWALKS, AND BUS PADS WORK

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

		Contractor
Dated	,	, 20